

# ADVANTAGE FEEDYARD AUCTION

May 2, 2024

DUE DILIGENCE PACKET



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**DUE DILIGENCE PACKET  
ADVANTAGE FEEDYARD AUCTION  
PRINTED: April 24, 2024**

**Bidding Opens: May 2, 2024, 8 am MT  
Bidding Closes: May 2, 2024, 12 noon MT**



# ADVANTAGE FEEDYARD AUCTION

Logan County, Colorado

TO BE SOLD AT

## SINGLE PARCEL AUCTION with RESERVE

**Bidding Opens: Thursday, May 2, 2024, 8 am MT**  
**Bidding Closes: Thursday, May 2, 2024, 12 noon MT**

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*FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .  
Marc Reck, Broker or Ben Gardiner, Broker Associate*



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# Terms & Conditions

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***Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material or other statements.***

**ONLINE BIDDING PROCEDURE:** The Advantage Feedyard Auction will be offered for sale as one parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on May 2, 2024. The auction will "soft close" @ 12:00 noon, MT on May 2, 2024. Bidding remains open on the feedyard as long as there is continued bidding on the parcel. Bidding will close when 5 minutes have passed with no new bids. Bids will be taken for total purchase price. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date.

To bid at the online auction: 1.) Download RECK AGRY MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the Advantage Feedyard Auction property page to register to bid. 2.) Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below. 3.) If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

**BIDDER REQUIREMENTS:** Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the Due Diligence Packet; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the real property and/or bank loan approval letter with no contingencies.

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting Advantage Feedyard property page at reckagri.com or by calling Reck Agri Realty & Auction.

To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

**TERMS:** Upon the conclusion of the Feedyard Auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a *Contract to Buy and Sell Real Estate (Land)* for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, corporate check or wire for 10% of the real estate price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Northeast Colorado Title Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available within the Due Diligence Packet.

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price of the feedyard plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before June 7, 2024. Closing to be conducted by Northeast Colorado Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the *Contract to Buy and Sell Real Estate (Land)*. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing.

Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations, and minerals reserved by Seller as shown within these Terms and Conditions; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

**POSSESSION:** Possession of property upon closing.

**PROPERTY CONDITION:** The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation, or recourse to Seller.

**WATER RIGHTS & EQUIPMENT:** Seller to convey all water rights, domestic & commercial livestock wells, irrigation wells and all easements and rights-of-way appurtenant to the property. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, and Logan Well Users Group. Water rights and the irrigation equipment are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters and pumping rates/adequacy of domestic, livestock & irrigation wells. Irrigation assessments for the 2024 irrigation season to be paid by Buyer(s). Well permits #255340, and Wells identified within the Logan Well Users Augmentation plan as Well #350, #490, #351, #491 & #492, and together with their rights to the Logan Well Users Augmentation plan and agreement with North Sterling Irrigation District to use a recharge pond located in the N1/2NE1/4 of 27, T8N, R53W. Irrigation and feedyard watering equipment included. Logan Well Users Augmentation fees/expenses for the 2024 season to be prorated to the day of closing using the 2023 payment.

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcel as designated within the Due Diligence Packet. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the Due Diligence Packet.

**REAL ESTATE TAXES:** 2024 real estate taxes due in 2025, to be prorated to the day of closing.

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any.

**MINERALS:** Seller to convey all their OWNED mineral rights to Buyer(s).

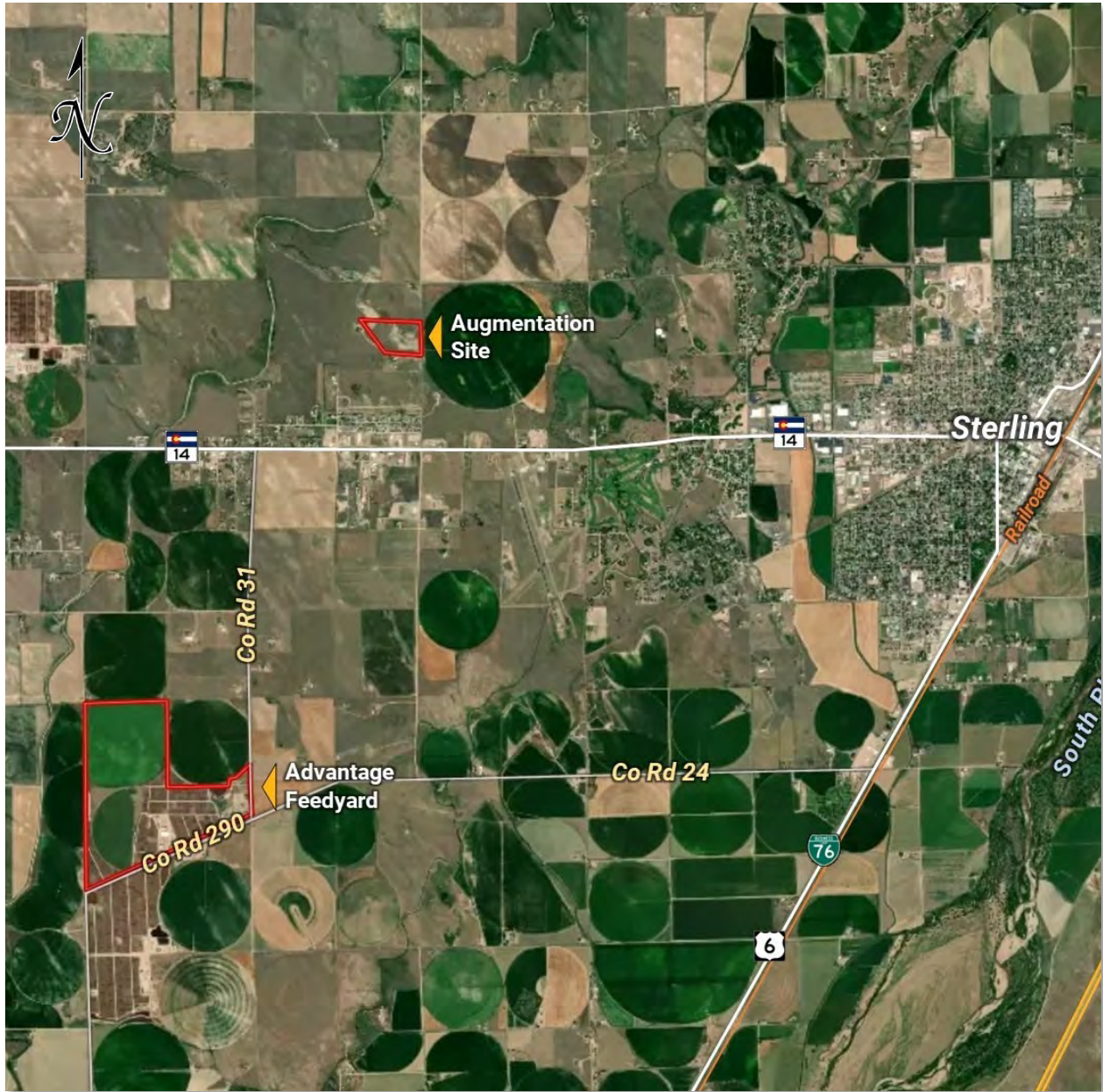
**ACREAGES, SQUARE FOOTAGE, GRAIN STORAGE, & LINEAR FEET:** All stated acreages, square footage, grain storage, & linear feet, in the Color Brochure, Due Diligence Packet, and visual presentation are approximate and are obtained from reliable sources. Each of these sources may indicate different acreages, square footage, grain storage & linear feet. No warranty is expressed or implied as to the exact acreages, square footage, grain storage, & linear feet of the property. All bids are for the total parcel without regard to exact acreage, square footage, grain storage, and/or linear feet. There will be no adjustment in purchase price if acreage, square footage, grain storage, and/or linear feet is different than what is stated in this brochure.

**BIDDER REQUIREMENTS:** To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property description, pertinent information, title commitment, and sample contract. Due Diligence Packet may be obtained by visiting auction property page at [reckagri.com](http://reckagri.com), or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material. Reck Agri Realty & Auction does not offer broker participation for the "ADVANTAGE FEEDYARD AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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# Location Map





# Parcel Map





# Parcel Information

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## Legal Description:

See Pages 149-304 for legal description, title commitment, and title exceptions. Please review the title commitment with exceptions.

## Acreage:

260.0± Ac Feedyard

152.0± Ac Pivot Irrigated

35.0± Ac Augmentation Site

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**447.0± TOTAL**

## Feeding, Receiving, Shipping & Hospital Pens

25,000± head capacity; 178 feed pens with 16' drover alleys; 27,000± linear feet of cement continuous-pour bunk. Pens built in 2014 & 2015 have 20' aprons, all other pens have 16' aprons; 25%± of fence is pipe and cable fence; 75%± of fence is pipe and continuous fence; Johnson & Concrete continuous-flow waterers with overflow into pipe, then drainage ditch; average pen size 240± head. See Page 59 for copies of aerial map showing what years the facilities were built. See Pages 64-67 for a copy of the spreadsheet with pen sizes.

## Processing/Shipping Facility

Centrally located with all feedyard alleys leading to it. Processing building is 60' x 90' with 40' x 60' enclosed; includes 14' x 28' ground scale w/Bud box, R & R Tough Extended Version hydraulic chute, Blatner double alley transition to single alley thru chute, drain in barn, heated with overhead door, 6 hospital pens. Can stage up to 1,500 head to process and/or ship. See Page 62 to show flow from pens to processing/shipping facility.

## Receiving Facility

6 pens to receive cattle 24 hours a day, and can hold up to 1,500 head at one time with water and feed while waiting to be processed.

## Office/Scales

3,000 sq ft office (Lester building) is 3 years old and has 4 offices, 3 baths, reception & conference room, employee break room, in-floor heat and forced central air. Scale area has 120,000 lb capacity Fairbanks Morse platform scale, with digital readout and grain moisture tester. Office equipment excluded except for built-ins.

## Waste Control

CAFO Permit recently updated and certified for 25,000 head capacity. Feedyard effluent drains into 2 smaller retention ponds and one main holding pond. See Pages 60-61 drainage flow to ponds and continuous-flow water overflow drainage. A retention pond approximately 3+ times the size of the main holding pond was recently built in the SW corner of the north pivot to dewater the main holding pond. The main holding pond can dewater via pipeline to both pivots and/or the new retention pond. The new retention pond dewater via evaporation and/or via the north pivot. See Page 63 for map showing the pipeline from main holding pond to new retention pond and/or to pivots.

Livestock control waste management plan and permitting has been completed by Settje Agri Services and Engineering, Inc. See Pages 91-148 for copy of report.



# Parcel Information

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## **R & R State-of-the-Art Fully-Automated & Integrated Flaking Facility**

2 Seller 300 HP boilers, 1 steam chest (room for additional steam chest), R & R 1000 controller, R & R Grain Cleaner, 2 temper bins & 1 dry bin (44,000± bu total, 6,000 bph legs. 24" x 56" R & R Flaker Mill processes 30 ton/hour, w/ processed flaked corn delivered to concrete bays. Facility is 4 years old. Included: Additional vaporizer and 24" x 56" roller located in Dalhart, TX.

## **Micro Beef Technology System**

Integrates throughout the office, trucks, batch box, and feedyard to calculate, track, load, and deliver specific rations to each pen. Micro Technologies provides nutrient and health management. Currently flaked corn, ground straw and alfalfa, dried distillers grain, and CCDS (condensed corn distillers w/ solubles) and liquid supplements are loaded into and mixed in feed truck. Micro Beef Technology System is not owned by the Seller and as long as Seller uses their product they will provide the system.

## **Grain/Liquid Storage:**

- (4) 60,000± bu grain cone bins w/ air – 3,350± bushel per hour leg
- 6 - Liquid supplement tanks (total capacity 96,000 gallon)
- 450,000± bushel flat storage w/in floor air, Hutchinson Loop System to load and unload grain. Seller to install the missing tarp prior to closing.
- 200,000± bushel flat storage on cement

## **Commercial Livestock Water:**

3 commercial livestock wells are used to provide water for livestock. Logan Well Users Well #491 is near the processing barn and #492 is located near the office. Logan Well Users Well #490 is located within and in addition to the irrigation well (Logan Well Users Well #350) at the South Pivot point. All three wells are approved for commercial feedlot, stock watering, and fire protection via the Logan Well Users Augmentation Plan being Case #17CW3045 shown on Pages 11-19. The 3 commercial wells are VFD pumps, allowing on-demand pumping. The commercial wells and waterers are on a continuous pressured loop system.

## **Irrigation Water:**

North Pivot - 116± acres pivot irrigated by 2015 8-tower Reinke aluminum pivot via irrigation well permit #0125 as Well #16 in Water Court Case #2289 on pages 27–40 (aka Well #351 within the Logan Well Users Augmentation Plan). See pages 41 - 43 for copy of well log. Currently planted to grass and see Page 10 for grass mix. Pivot is also used to dewater effluent. Pivot includes a corner system which is not connected to pivot. The corner system was getting stuck and the Seller unhooked it. GPS driven.

South Pivot - 36± acres pivot irrigated by 2017 7-tower Reinke poly-lined pivot via irrigation well permit #R0124 as well #17 adjudicated in Water Court Case #2289 on pages 27 - 40 (aka Well #350 within the Logan Well Users Augmentation Plan). See pages 44 - 47. Currently planted to grass and see Page 10 for grass mix. Pivot may also be used to dewater effluent.



# Parcel Information

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## **Logan Well Users Augmentation Plan:**

See Pages 48-54 for the usage and billing statements from 2017- 2023.

Additionally, please find below the links to the Colorado Division of Water Resources website that will take you directly to the original decree LWU 03CW195 and 17CW3045 decree which added the 3 commercial wells. (see pages 13 - 19)

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=336724&dbid=0>

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=3127761&dbid=0>

## **North Sterling Augmentation Credits:**

Seller owns 35± acres 3.5± miles north of feedyard with a recharge augmentation pond. The original agreement with North Sterling Irrigation District is shown on Pages 71-77. The assignment of this agreement to Seller is shown on Pages 68-70 and Seller receives 25% of earned credits. The 35± acres plus the rights to this agreement will be conveyed to the Buyer(s).

## **Land Tenure:**

See Soils Maps of pivot irrigated farmland on Pages 8-9.

## **Taxes:**

2023 real estate taxes payable in 2024 are:

Feedyard and irrigation: \$71,747.10

North Sterling Augmentation site: \$12.98

Employee housing - 11111 County Road 31, Sterling, CO 80751: \$237.06

See Assessor's Records Pages 82-90.

## **FSA Information:**

FSA base: 238.5 ac corn w/ 136 bu PLC yield

## **Employee Housing:**

3 bedroom, 2 bath manufactured home w/4-car garage. See Pages 24-25 for Domestic well Permit #255340. See Pages 328-337 for copy of Seller's Property Disclosure. Copy of survey shown on Page 81.

## **Starting Bid:**

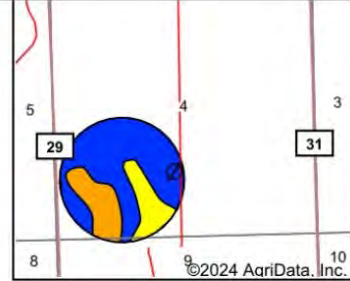
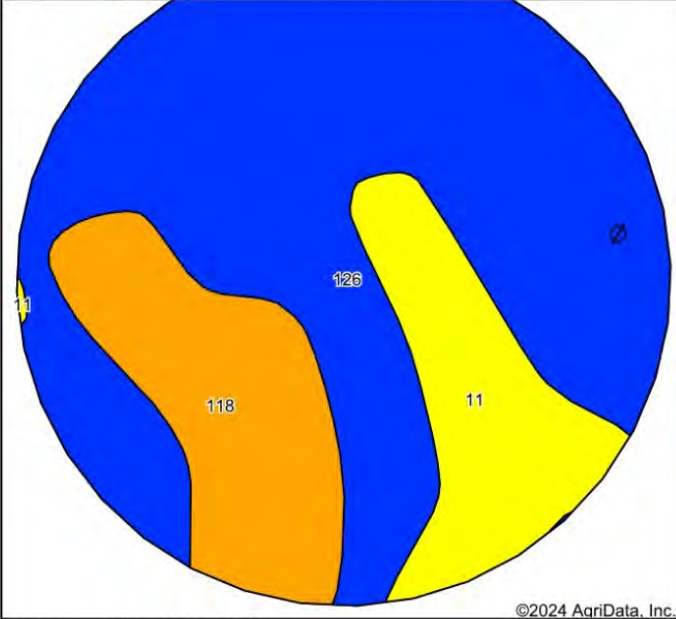
\$5,750,000



# Soils Map



Symbol	Name	Description
∅	SOD Sodic spot	An area where the surface layer has a sodium adsorption ratio that is at least 10 more than that of the surface layer of the named soils in the surrounding map unit. The surface layer of the surrounding soils has a sodium adsorption ratio of 5 or less. Typically 1 to 5 acres.



State: **Colorado**  
 County: **Logan**  
 Location: **4-7N-53W**  
 Township: **Sterling**  
 Acres: **115.22**  
 Date: **3/26/2024**



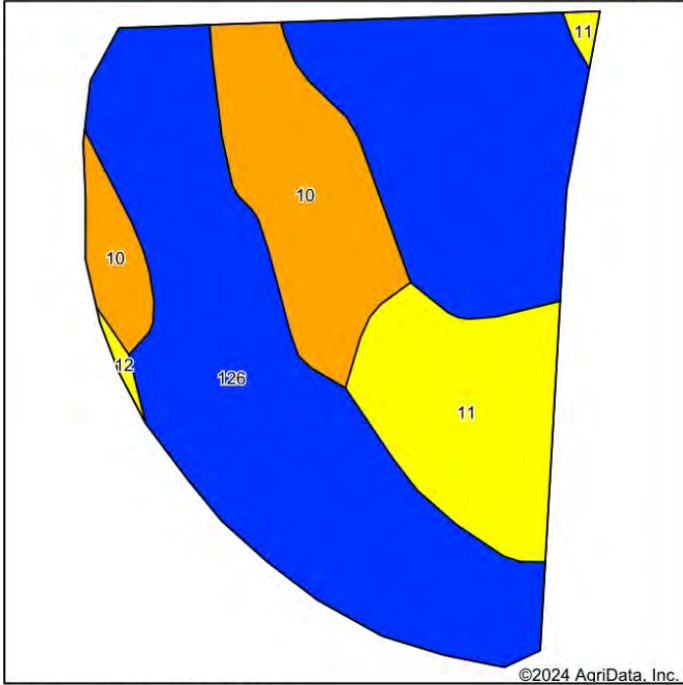
Soils data provided by USDA and NRCS.

Area Symbol: CO075, Soil Area Version: 18

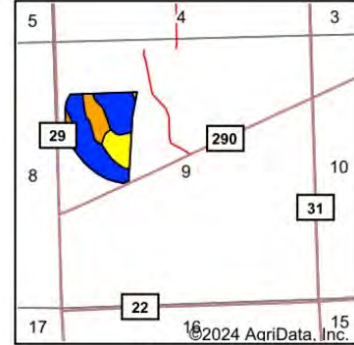
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
126	Weird loam, 1 to 3 percent slopes	76.75	66.6%		Ile
118	Wages loam, 0 to 3 percent slopes	20.94	18.2%		IIle
11	Ascalon sandy loam, sandy substratum, 3 to 5 percent slopes	17.53	15.2%		IVe
<b>Weighted Average</b>					<b>2.49</b>



# Soils Map



Soils data provided by USDA and NRCS.



State: **Colorado**  
 County: **Logan**  
 Location: **9-7N-53W**  
 Township: **Sterling**  
 Acres: **48.36**  
 Date: **3/26/2024**



Area Symbol: CO075, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu
126	Weld loam, 1 to 3 percent slopes	31.67	65.5%		Ile	
10	Ascalon sandy loam, 0 to 3 percent slopes	8.78	18.2%		IIIe	60
11	Ascalon sandy loam, sandy substratum, 3 to 5 percent slopes	7.71	15.9%		IVe	
12	Ascalon sandy loam, 5 to 9 percent slopes	0.20	0.4%		IVe	
				<b>Weighted Average</b>	<b>2.51</b>	<b>10.9</b>



# Grass Mix

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## CUSTOM PREMIUM IRRIGATED PASTURE MIX LOT # : G-171358

Mixture/Variety :	Purity %	Germ%	Origin:
ORCHARDGRASS, PROFILE	23.26%	97.00%	OR
MEADOW BROME, FLEET	14.78%	94.00%	CAN
PUBESCENT WHEATGRASS, MANSKA	14.58%	96.00%	WY
SMOOTH BROME, VNS	14.47%	98.00%	KS
TALL FESCUE, RUSTLER (E.F)	12.48%	85.00%	OR
TALL FESCUE, BRUTUS (E.F.)	12.41%	90.00%	OR
CREEPING FOXTAIL, GARRISON (COATED)	1.11%	82.00%	MT

**Crop: 0.23% Inert: 6.55% Weeds: 0.13% Net Wt. 50.0#**

Noxious Weeds: NONE FOUND

Tested: 11/16

**CUSTOM MIX FOR AERO APPLICATORS**

Buffalo Brand Seed

Greeley, CO 80631

(970) 356-4710



# Water Case #17CW3045

DISTRICT COURT, WATER DIVISION NO. 1, COLORADO  901 9 <sup>th</sup> Avenue P. O. 2038 Greeley, CO 80632	DATE FILED: September 7, 2017 6:31 AM CASE NUMBER: 2017CW3045
CONCERNING THE APPLICATION FOR WATER RIGHTS OF:  LOGAN WELL USERS, INC.  IN LOGAN, MORGAN and WASHINGTON COUNTIES.	▲COURT USE ONLY ▲  Case No. 17CW3045
<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING AND DECREE OF WATER COURT</b>	

An Application for Water Rights and to Add Wells to Augmentation Plan was filed in this case in the Water Court, Water Division No. 1 by Logan Well Users Inc. The Court, having considered the pleadings and evidence presented, and being fully advised in the premises hereby finds, concludes, adjudicates and decrees as follows.

## FINDINGS OF FACT

1. The Applicant. Applicant is Logan Well Users Inc., P.O. Box 1172, Sterling, Colorado, 80751. Applicant operates an augmentation plan decreed in Case No. 03CW195, Corrected Findings of Fact, Conclusions of Law and Decree of Water Court dated February 21, 2006 (03Decree) as supplemented by the Corrected Order on Calculation of Recharge Well Depletions and Order Vacating Hearing dated October 9, 2008 ("Recharge Well Order"). ¶49.6 of the 03Decree allows the addition of wells to the plan subject to notice and terms and conditions. Applicant seeks to adjudicate water rights for 5 Wells and to add those Wells to its plan for augmentation.

2. The Application. Applicant filed the Application for Water Rights and Approval of Augmentation Plan on March 20, 2017.
3. Notice and Jurisdiction. All notices of this matter required by law have been fulfilled and the Court has jurisdiction over the subject matter of this application and all amendments and over all persons and property affected by it, irrespective of whether they or its owners have appeared. The water and lands that are the subjects of this Application are not located in a designated groundwater basin.
4. Statement of Opposition. No Statements of Opposition were filed and the time for filing Statements of Opposition has expired.
5. Summary of Consultation. The Division Engineer for Water Division No. 1 filed a Summary of Consultation dated June 30, 2017. The Court has duly considered the Summary of Consultation and the Response.

#### **APPLICATION FOR WATER RIGHTS**

6. Name of Structure. Mitchek/Sonneberg Well No. 17, (LWU No. 490).
  - 6.1. Owner. Estate of Allen Mitchek, P.O. Box 512, Sterling CO 80751.
  - 6.2. Location. In the SE1/4 NW1/4 of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County Colorado, at a point 1375 feet from the North section line and 1,470 feet from the West section line of said Section 9.
  - 6.3. Appropriation. March 17, 2017.
  - 6.4. Amount. 1400 g.p.m., conditional.
  - 6.5. Source. Groundwater tributary to the South Platte River.
  - 6.6. Use. Commercial feedlot, stock watering and fire protection.
  - 6.7. Prior decree. W-2289 for irrigation use, Permit No. 124-RR, (LWU ID No. 350).
7. Name of Structure. Mitchek/Advantage Feedyard Well No. 1, (LWU No. 491).
  - 7.1. Owner. Estate of Allen Mitchek, P.O. Box 512, Sterling CO 80751.
  - 7.2. Location. In the NE1/4 NW1/4 of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County Colorado, 910 feet from the North section line and 1,890 feet from the West section line of said Section 9.
  - 7.3. Appropriation. March 17, 2017.
  - 7.4. Amount. 50 g.p.m., conditional.
  - 7.5. Source. Groundwater tributary to the South Platte River.
  - 7.6. Use. Commercial feedlot, stock watering and fire protection.



8. Name of Structure. Mitchek/Advantage Feedyard Well No. 2, (LWU No. 492).
  - 8.1. Owner. Estate of Allen Mitchek, P.O. Box 512, Sterling CO 80751.
  - 8.2. Location. In the SE1/4NW1/4 of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County Colorado, 2,040 feet from the North section line and 2,360 feet from the West section line of said Section 9.
  - 8.3. Appropriation. March 17, 2017.
  - 8.4. Amount. 50 g.p.m., conditional.
  - 8.5. Source. Groundwater tributary to the South Platte River.
  - 8.6. Use. Commercial feedlot, stock watering and fire protection.
9. Name of Structure. Knowles Well, (LWU No. 493).
  - 9.1. Owner. Rob Knowles, 6530 CR 28.5 Rt. 3, Sterling CO 80751.
  - 9.2. Location. In the SW1/4 NE1/4 of Section 30, Township 8 North, Range 54 West of the 6th P.M., Logan County Colorado, 1,790 feet from the North section line and 1,530 feet from the East section line of said Section 30.
  - 9.3. Appropriation. March 17, 2016.
  - 9.4. Amount. 20 g.p.m., conditional.
  - 9.5. Source. Groundwater tributary to the South Platte River.
  - 9.6. Use. Commercial industrial, feedlot, stock watering and fire protection.
10. Name of Structure. Chamberlain's Well, (LWU No. 494).
  - 10.1. Owner. Chamberlain's, P.O. Box 831, Sterling CO 80751.
  - 10.2. Location. In the SW1/4 NW1/4 of Section 33, Township 8 North, Range 52 West of the 6th P.M., Logan County Colorado, 1,465 feet from the North section line and 335 feet from the West section line of said Section 33.
  - 10.3. Appropriation. March 17, 2016.
  - 10.4. Amount. 500 g.p.m., conditional.
  - 10.5. Source. Groundwater tributary to the South Platte River.
  - 10.6. Use. Industrial use associated with a concrete plant and fire protection.

**Addition of Wells to Augmentation Plan**

11. Augmentation Plan. Applicant operates the augmentation plan decreed in 03Decree. ¶49.6 of the 03Decree allows the addition of wells to the plan subject to notice and terms and conditions.

- 11.1. Description of the Plan. The wells to be added to the plan, hereinafter “Wells” are the 5 Wells described in ¶¶6-10. Figure 1, attached, shows the location of the Wells.
- 11.2. Aquifer Parameters. The aquifer parameters and other information required by the Decree for each Well are set out in Table 1.

Table 1

Well No.	2nd LWU ID No. <sup>1</sup>	Name	Permit No.	WDID	Case No	Well Location				Abv/Bel SIC <sup>2</sup>	Aquifer Parameters <sup>3</sup>			
						Qtr/Qtr	Sec	Twn	Rge		W	X	Harm T	Lag to
350	-	Allen Mitchek	0124-RR	64 6290	W2289	SE	9	7N	53W	a	24,040	21,360	107,500	R
-	490	Est. of Allen Mitchek	Pending	-	-	SE	9	7N	53W	a	24,040	21,360	107,500	R
491	-	Est. of Allen Mitchek	Pending	-	-	NE	9	7N	53W	a	27,605	24,340	107,500	PC
492	-	Est. of Allen Mitchek	Pending	-	-	SE	9	7N	53W	a	26,790	23,155	108,300	PC
493	-	Rob Knowles	80966-F			SW	30	8N	54W	a	69,410	64,410	94,700	PC
494	-	Chamberlain's	80965-F			SW	33	8N	52W	b	24,420	3,025	204,000	R

- 1 The second LWU ID No. is for the new priority decreed to the existing well.
- 2 Abv/Bel SIC = Location of depletions with respect to Sterling No. 1 Ditch headgate. Above - a, Below – b.
- 3 **Aquifer Parameters**  
W = Width of aquifer on side of river where well is located (feet).  
X = Distance from the river to the location of structure (feet).  
Harm T = Harmonic Transmissivity of the aquifer in the vicinity of structure (gpd/ft).  
S = 0.2  
Lag to: R = River, PD = Pioneer Drain, PC = Pawnee Creek.  
None of the wells are located inside boundaries of Logan Irrigation District as of December 2008.

- 11.3. Consumptive Use and Depletions. The consumptive use factors used will be those set out in the Decree at ¶52.3.4. Out of priority depletions from use of the Wells that have occurred prior to the date the court allows the Wells to be added to the plan will be replaced by Applicant. Out of priority depletions from use of the Wells that may occur after the court decree adding the Wells to the plan, whether or not the depletions result from pumping before or after the date the court allows the Wells to be added to the plan, will be replaced by the Applicant.

- 11.4. Water Rights to be used for Augmentation. All water rights decreed in Case Nos. 03CW195, 07CW300 and 13CW3162.
- 11.5. Operation of the Plan for Augmentation. Diversions from the 5 Wells described in ¶¶6-10 and listed in Table 1 cause depletions to the South Platte River and its tributaries. To the extent that those depletions are out of priority, the purpose of this plan is to provide for replacement of such out of priority depletions in time, location and amount, under the terms and conditions of this decree. The Court approves the Plan for Augmentation subject to the terms and conditions of this decree.
- 11.6. Incorporated Terms. The terms of the 03Decree are incorporated herein to the extent they are not in conflict with terms set out herein or to the extent a term is not addressed herein.
- 11.7. Curtailment. The plan for augmentation decreed in the 03Decree, as supplemented by this decree, is sufficient to permit the continuation of diversions by the 5 Added Member Wells when curtailment would otherwise be required to meet a valid senior call for water, to the extent Applicant complies with all the terms and conditions of the 03Decree and this decree including, but not limited to providing the necessary replacement water as required by the 03Decree and this decree. Pursuant to §37-92-305(8) C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

#### **CONCLUSIONS OF LAW**

12. Incorporation of Findings of Fact. The foregoing Findings of Fact are incorporated herein.
13. Notice and Jurisdiction. The Water Court for Water Division No. 1 has jurisdiction over the subject matter of these proceedings and over all persons, owners of property and water rights that may be affected hereby, whether or not they have chosen to appear. The application in this matter and the resume publication of the application placed such persons on notice of the relief requested by the application and granted by this decree.
14. Groundwater Rights Contemplated by Law. The application for groundwater rights in ¶¶6-10 of this decree are contemplated by law and satisfy the requirements of §37-92-103 (14)(a), 37-92-101 et seq., including but not limited to §§37-92-103, 37-92-302, 37-92-305(1), 37-92-305(9) and 37-92-305(12), C.R.S. The appropriations for the groundwater rights were lawfully initiated on the dates shown in the Findings of Fact, and were pursued with reasonable diligence from the date of initiation.
15. Addition of Wells to Plan for Augmentation Contemplated by Law. The application to add Wells to the plan for augmentation in ¶11 of this decree is



contemplated by law and satisfies the requirements of §37-92-101 et seq., C.R.S., including but not limited to §§37-92-103, 37-92-302, 37-92-304(6), 37-92-305(3), 37-92-305(5), 37-92-305(8) and 37-92-305(12). Operation of the plan for augmentation will not injuriously affect any owner of or person entitled to use water under a vested water right or decreed conditional water right, so long as operated and administered in accordance with the terms of 03Decree and this decree.

16. Burden of Proof. Applicant has met its burden of proof and is therefore entitled to a decree approving its application herein, as amended.
17. Administrability. This decree is administrable by the officials of the State of Colorado.

### **RULING AND DECREE**

18. Incorporation of Findings and Conclusions. The foregoing Findings of Fact and Conclusions of Law are incorporated herein as if set forth.
19. Approval of Water Rights and Plan for Augmentation. The groundwater rights set out in ¶¶6-10, and the addition of wells to the 03Decree plan for augmentation set out in ¶11 are hereby confirmed, approved, adjudicated and decreed.
20. Adequacy of Replacement and Augmentation Supplies. The replacement and augmentation supplies which Applicant will use for operation of the Plan for Augmentation for the Added Member Wells have been and shall be of a quality and continuity satisfactory to meet, in time, location and amount, the requirements for which the water of senior appropriators has normally been used.
21. No Material Injury. The terms and conditions provided for in this decree are adequate to assure that no material injury to any water users will result from the changes of water rights and addition of wells to the plan for augmentation approved herein.
22. Measuring Devices. The terms of the 03Decree with respect to the measurement of all well diversions are incorporated herein. In addition Applicant shall install and maintain, at Applicant's expense, such additional meters, gauges, or other measuring devices as are required by the Water Commissioner or Division Engineer, and shall report at the times required by the 03Decree to the Water Commissioner and/or Division Engineer the readings of such meters, gauges, or other measuring devices pursuant to §37-92-502(5)(a), C.R.S. subject to the Stipulation between Applicant and the State Engineer in Case No. 11CW292 regarding the Rules Governing Measurement of Tributary Ground Water in the South Platte River Basin in Colorado.
23. Satisfaction of Senior Water Rights. So long as operated and administered in accordance with this decree, the plan for augmentation for the Added Member Wells will be sufficient to permit the continuation of withdrawals, and resulting depletions, from the Added Member Wells without impairing the water rights of

others, in the amounts and for the purposes adjudicated herein, when curtailment of such operations would otherwise be required to meet valid senior calls for water. Pursuant to §37-92-305(8) C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

24. Accounting. Applicant shall account for the diversions and plan of augmentation in the same manner as required by the 03Decree. Accounting shall be added to or incorporated into the accounting for the 03Decree.
25. Binding Effect of Decree. Applicant shall record this decree with the clerk and recorder for Logan County within 10 days after the decree becomes final upon the expiration of the right of all parties to appeal this decree. The terms and conditions of this decree shall bind, and be enforceable against, the owners of the Added Member Wells, the water rights decreed to or otherwise associated with those wells, and the lands upon which the Added Member Wells included in this decree are located, and the successors and assigns of such owners, until all obligations under the 03Decree and this decree have been fulfilled. In the event Applicant is unable or unwilling, for any reason, fully to comply with the terms of the 03Decree and this decree, including, but not limited to, as a result of dissolution of the Applicant in accordance with the procedures required by law, the owners of such lands, wells and water rights, shall comply with the terms and conditions of the 03Decree and this decree, as it relates to the wells owned by that owner, and shall replace all out of priority well depletions which are occurring or which will occur from operation of that owners wells in the 03Decree and this decree. So long as the terms and conditions of the 03Decree and this decree are fully complied with, nothing in this paragraph is intended to prohibit the owners of the wells in this decree from adjudicating an additional plan for augmentation to replace depletions from the wells or from establishing another corporation for replacement of depletions under the 03Decree or this decree or an additional decree. Nor is anything in this paragraph intended to affect the exercise of any remedy which may be available to any person affected by the failure of the Applicant or the land owners to comply with the terms and conditions of the 03Decree and this decree.
26. Retained Jurisdiction. Pursuant to §37-92-304(6) C.R.S., the Court retains jurisdiction over the addition of the Added Member Wells to the plan for augmentation decreed in the 03Decree and herein on the issue of injury to vested water rights of others for one year from the date this decree is entered. Except to the extent subject to retained jurisdiction, the findings, conclusions and decree herein are final. The retained jurisdiction provisions of this paragraph are in addition to the retained jurisdiction provisions included in the 03Decree which are incorporated herein by reference.
27. Administration by State and Division Engineers. The State Engineer and Division Engineer shall administer this decree in accordance with the terms and

conditions set forth herein.

28. Diligence. The conditional water rights herein are continued in full force and effect until September 30, 2023. If Applicant desires to maintain such conditional rights, an application for finding of reasonable diligence shall be filed on or before September 30, 2023, or a showing made on or before such date that the conditional water rights have become absolute water rights by reason of the completion of the appropriation.
29. Priorities. The priorities herein awarded to the Wells in ¶¶6-10 were filed in the Water Court in the year of 2017, and shall be administered as having been filed in that year; and shall be junior to all priorities filed in previous years. As between all rights, filed in the same calendar year, priority shall be determined by decreed date of appropriation and not affected by date of the entry of ruling.

DATED this fifteenth day of August 2017.



John Cowan  
Water Referee  
Water Division One

THE COURT FINDS: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Date: September 7, 2017

BY THE COURT:



James F. Hartmann  
Water Judge  
Water Division One





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1386

WELL PERMIT NUMBER 255340  
DIV. 1      WD 64      DES. BASIN      MD

APPLICANT

AMMIE STRATTON  
11111 CR 31  
STERLING, CO 80751-

(970) 522-1696

APPROVED WELL LOCATION

LOGAN COUNTY  
SE 1/4 SE 1/4 Section 4  
Township 7 N Range 53 W Sixth P.M.

DISTANCES FROM SECTION LINES

175 Ft. from South Section Line  
546 Ft. from East Section Line

UTM COORDINATES

Northing:      Easting:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of 6.00 acre(s) described as that portion of the SE 1/4 of the SE 1/4, Sec. 4, Twp. 7 N, Rng. 53 W, Sixth P.M., Logan County, more particularly described on the attached exhibit A.
- 4) The issuance of this permit hereby cancels permit no. 21974. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 5) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 6) The pumping rate of this well shall not exceed 15 GPM.
- 7) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 8) This well shall be constructed not more than 200 feet from the location specified on this permit. *Pat 2-20-2004*

APPROVED  
PAT

*Pat D. Simpson*  
State Engineer

*Pat D. Simpson*  
By

Receipt No. 0520746

DATE ISSUED 02-20-2004

EXPIRATION DATE 02-20-2006

WELL CONSTRUCTION AND TEST REPORT
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER
1313 Sherman St. Rm 818, Denver, CO 80203

For Office Use only

RECEIVED

MAR 05 2004

WATER RESOURCES
STATE ENGINEER
COLO.

1. WELL PERMIT NUMBER 255340
2. OWNER NAME(S) AMMIE STRATTON
Mailing Address 11111 CR 31
City, St. Zip STERLING, CO 80751
Phone ( 970 ) 522-1696

3. WELL LOCATION AS DRILLED: SE 1/4 SE 1/4, Sec. 4 Twp. 7 N, Range 53 W
DISTANCES FROM SEC. LINES: 175 ft. from SOUTH Sec. line. and 546 ft. from EAST Sec. line. OR
SUBDIVISION: LOT BLOCK FILING(UNIT)
STREET ADDRESS AT WELL LOCATION:

4. GROUND SURFACE ELEVATION 3960 ft. DRILLING METHOD ROTARY
DATE COMPLETED 02/23/04 TOTAL DEPTH 300 ft. DEPTH COMPLETED 300 ft.

5. GEOLOGIC LOG: Table with columns Depth and Description of Material (Type, Size, Color, Water Location). Rows include TOPSOIL, SANDY CLAY, SAND & GRAVEL, CLAY, SHALE (BLACK), TD.

6. HOLE DIAM. (in.) From (ft) To (ft)
9" 0 300

7. PLAIN CASING Table with columns OD (in), Kind, Wall Size, From(ft), To(ft). Rows include PVC and STEEL casings, plus PERF. CASING: Screen Slot Size: .025.

8. FILTER PACK: Material GRAVEL, Size PEA, Interval FREEFALL

9. PACKER PLACEMENT: Type, Depth

10. GROUTING RECORD: Material Amount Density Interval Placement
CEMENT 94#Sack To 6 Gals. Water 80-5 TREMIE
18 SACKS

11. DISINFECTION: Type CHLORINE Amt. Used 9.6 OZ OR 1 CUP

12. WELL TEST DATA: Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.
TESTING METHOD SUBMERSIBLE
Static Level 88 ft. Date/Time measured 02/23/04 8:30 PM, Production Rate 15 gpm.
Pumping level 190 ft. Date/Time measured 02/23/04 10:30 PM, Test length (hrs.) 3

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13) (a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR M&S DRILLING, INC. Phone (308) 879-4224 Lic. No. 1386
Mailing Address P.O. BOX 217 POTTER, NE 69156-0217

Name/Title (Please type or print) MARK A. MONHEISER PRESIDENT
Signature Mark A. Monheiser
Date 02/27/04

FILED IN  
WATER COURT  
DISTRICT  
WELD CO., COLO.  
NOV 22 1972  
L. G. CLAYTON  
CLERK

IN THE WATER COURT IN AND FOR  
WATER DIVISION NO. I  
STATE OF COLORADO  
Case No. W-2289

IN THE MATTER OF THE APPLICATION FOR )  
WATER RIGHTS OF E. E. SONNENBERG & ) FINDINGS AND RULING OF  
SONS, INC., A COLORADO CORPORATION, ) THE REFEREE AND DECREE  
IN THE SOUTH PLATTE RIVER IN LOGAN ) OF THE WATER COURT  
AND SEDGWICK COUNTIES, COLORADO. )

This claim, having been filed with the Water Clerk, Water Division I, on April 5, 1972, and the Referee, being fully advised in the premises, does hereby find:

All notices required by law of the filing of this application have been fulfilled, and the Referee has jurisdiction of this application.

No statement of opposition to said application has been filed, and the time for filing such statement has expired.

All matters contained in the application having been reviewed, and testimony having been taken where such testimony is necessary, and such corrections made as are indicated by the evidence presented herein,

IT IS HEREBY THE RULING OF THE WATER REFEREE:

1. The name and address of the claimant:

E. E. Sonnenberg & Sons, Inc.  
Post Office Box 1271  
Sterling, Colorado 80751

2. The name of the structures:

E. E. Sonnenberg & Sons, Inc. Well No. 1 - RF-317  
E. E. Sonnenberg & Sons, Inc. Well No. 2 - RF-324  
E. E. Sonnenberg & Sons, Inc. Well No. 3 - RF-314  
E. E. Sonnenberg & Sons, Inc. Well No. 4 - RF-315  
E. E. Sonnenberg & Sons, Inc. Well No. 5 - RF-316  
E. E. Sonnenberg & Sons, Inc. Well No. 6 - RF-318  
E. E. Sonnenberg & Sons, Inc. Well No. 7 - RF-319  
E. E. Sonnenberg & Sons, Inc. Well No. 8 - 012933-F  
E. E. Sonnenberg & Sons, Inc. Well No. 9 - 9578-F  
E. E. Sonnenberg & Sons, Inc. Well No. 10 - 9579-F  
E. E. Sonnenberg & Sons, Inc. Well No. 11 - 10789-F

E. E. Sonnenberg & Sons, Inc. Well No. 12 - 10790-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 13 - 6620-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 14 - 3137-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 15 - 15380-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 16 - 0125  
 E. E. Sonnenberg & Sons, Inc. Well No. 17 - 0124  
 E. E. Sonnenberg & Sons, Inc. Well No. 18 - 012934-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 19 - 2207-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 20 - 5913  
 E. E. Sonnenberg & Sons, Inc. Well No. 21 - 14715-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 22 - 14708-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 23 - 14934-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 24 - 14714-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 25 - 14711-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 26 - 14709-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 27 - 14710-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 28 - 14712-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 29 - 14713-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 30 - 14706-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 31 - 14707-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 32 - 12783  
 E. E. Sonnenberg & Sons, Inc. Well No. 33 - 6170-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 34 - 6169-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 35 - RF-643  
 E. E. Sonnenberg & Sons, Inc. Well No. 36 - 30513  
 E. E. Sonnenberg & Sons, Inc. Well No. 37 - 2633-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 38 - 6833-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 39 - 6678-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 40 - 6679-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 41 - 6680-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 42 - 6681-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 43 - 6682-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 44 - 6831-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 45 - 6834-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 46 - 6832-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 47 - 6683-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 48 - 6684-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 49 - RF-372

3. The legal description of the structures:

Well No. 1 - RF-317 is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2550 feet North and 1780 feet West of the SE corner of said Section 2.

Well No. 2 - RF-324 is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2040 feet South and 1490 feet East of the NW corner of said Section 1.

Well No. 3 - RF-314 is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 510 feet North and 1880 feet East of the SW corner of said Section 2.

Well No. 4 - RF-315 is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1820 feet South and 1330 feet East of the NW corner of said Section 11.

Well No. 5 - RF-316 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 960 feet South and 1535 feet West of the NE corner of said Section 11.

Well No. 6 - RF-318 is located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado at a point 160 feet North and 1010 feet East of the SW corner of said Section 1.

Well No. 7 - RF-319 is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1150 feet North and 1490 feet West of the SE corner of said Section 1.

Well No. 8 - 012933-F is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 6, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado, at a point 2220 feet North and 1540 feet East of the SW corner of said Section 6.

Well No. 9 - 9578-F is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 7, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado, at a point 920 feet South and 1010 feet East of the NW corner of said Section 7.

Well No. 10 - 9579-F is located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1500 feet South and 1280 feet West of the NE corner of said Section 12.

Well No. 11 - 10789-F is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2180 feet North and 2100 feet East of the SW corner of said Section 12.

Well No. 12 - 10790-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1250 feet North and 550 feet West of the SE corner of said Section 11.

Well No. 13 - 6620-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 1 $^{\circ}$  41' 55" E a distance of 2125 feet from the NW corner of said Section 4.



Well No. 14 - 3137-F is located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 5, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is N 23 $^{\circ}$  17' 00" W a distance of 2416 feet from the SE corner of said Section 5.

Well No. 15 - 15380-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 21 $^{\circ}$  23' 50" E a distance of 1894 feet from the NW corner of said Section 4.

Well No. 16 - 0125 is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is N 1 $^{\circ}$  08' 10" E a distance of 1780 feet from SW corner of said Section 4.

Well No. 17 - 0124 is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 64 $^{\circ}$  43' 30" E a distance of 2164 feet from NW corner of said Section 9.

Well No. 18 - 012934-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 1106 feet North and 948 feet West of the SE corner of said Section 33.

Well No. 19 - 2207-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 57 $^{\circ}$  13' E a distance of 1698 feet from NW corner of said Section 33.

Well No. 20 - 5913 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 2, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 30 $^{\circ}$  12' W a distance of 2701 feet from the NE corner of said Section 2.

Well No. 21 - 14715-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1310 feet North and 1860 feet East of the SW corner of said Section 23.

Well No. 22 - 14708-F is located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 2240 feet North and 1185 feet West of the SE corner of said Section 23.

Well No. 23 - 14934-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1980 feet North and 1480 feet West of the SE corner of said Section 23.

Well No. 24 - 14714-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1300 feet South and 1500 feet East of the NW corner of said Section 24.

Well No. 25 - 14711-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 390 feet North and 1160 feet West of the SE corner of said Section 13.

Well No. 26 - 14709-F is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1840 feet North and 1200 feet East of the SW corner of said Section 18.

Well No. 27 - 14710-F is located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1585 feet South and 1420 feet West of the NE corner of said Section 18.

Well No. 28 - 14712-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1070 feet North and 1710 feet East of the SW corner of said Section 13.

Well No. 29 - 14713-F is located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1275 feet South and 1160 feet West of the NE corner of said Section 13.

Well No. 30 - 14706-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 90 feet South and 1460 feet East of the NW corner of said Section 18.

Well No. 31 - 14707-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1950 feet North and 1675 feet West of the SE corner of said Section 7.

Well No. 32 - 12783 is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 12, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1410 feet North and 2520 feet West of the SE corner of said Section 12.

Well No. 33 - 6170-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 15, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado at a point which is S 1 $^{\circ}$  23' E a distance of 2634 feet from the NW corner of said Section 15.

Well No. 34 - 6169-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 32, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 62 $^{\circ}$  33' E a distance of 1801 feet from the NW corner of said Section 32.

Well No. 35 - RF-643 is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 3 $^{\circ}$  29' E a distance of 1102 feet from the NW corner of said Section 5.

Well No. 36 - 30513 is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1420 feet North and 1300 feet East of the SW corner of said Section 2.

Well No. 37 - 2633-F is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 23 $^{\circ}$  20' W a distance of 1673 feet from the North Quarter corner of said Section 28.

Well No. 38 - 6833-F is located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 1 $^{\circ}$  12' West a distance of 2601 feet from the NE corner of said Section 36.

Well No. 39 - 6678-F is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 79 $^{\circ}$  20' W a distance of 1821 feet from the NE corner of said Section 36.

Well No. 40 - 6679-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 22 $^{\circ}$  55' E a distance of 1725 feet from the NW corner of said Section 36.

Well No. 41 - 6680-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 44 $^{\circ}$  29' W a distance of 2999 feet from the SE corner of said Section 35.

Well No. 42 - 6681-F is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 0 $^{\circ}$  15' E a distance of 2120 feet from the SW corner of said Section 35.

Well No. 43 - 6682-F is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 77 $^{\circ}$  54' W a distance of 2596 feet from the SE corner of said Section 34.

Well No. 44 - 6831-F is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 36 $^{\circ}$  56' E a distance of 1027 feet from the NW corner of said Section 3.

Well No. 45 - 6834-F is located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 30 $^{\circ}$  08' E a distance of 737 feet from the SW corner of said Section 35.

Well No. 46 - 6832-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 74 $^{\circ}$  33' E a distance of 2691 feet from the SW corner of said Section 3.

Well No. 47 - 6683-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 16 $^{\circ}$  34' W a distance of 1272 feet from the SE corner of said Section 33.

Well No. 48 - 6684-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 25 $^{\circ}$  31' W a distance of 1221 feet from the SE corner of said Section 33.

Well No. 49 - RF-372 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 78 $^{\circ}$  10' W a distance of 2012 feet from the NE corner of said Section 35.

- Alluvium of the
4. The source of the water: South Platte River
  5. The date of appropriation:

Well No. 1 - RF-317: October 15, 1961  
Well No. 2 - RF-324: June 30, 1954  
Well No. 3 - RF-314: January 28, 1952  
Well No. 4 - RF-315: January 28, 1952  
Well No. 5 - RF-316: January 22, 1952  
Well No. 6 - RF-318: April 30, 1964  
Well No. 7 - RF-319: January 25, 1952  
Well No. 8 - 012933-F: April 30, 1968  
Well No. 9 - 9578-F: May 12, 1965  
Well No. 10 - 9579-F: May 12, 1965  
Well No. 11 - 10789-F: April 8, 1966  
Well No. 12 - 10790-F: April 14, 1966  
Well No. 13 - 6620-F: December 28, 1964  
Well No. 14 - 3137-F: May 10, 1961  
Well No. 15 - 15380-F: December 28, 1964  
Well No. 16 - 0125: June 10, 1954  
Well No. 17 - 0124: June 10, 1954  
Well No. 18 - 012934-F: May 11, 1968  
Well No. 19 - 2207-F: December 31, 1908

Well No. 20 - 5913: August 15, 1955  
 Well No. 21 - 14715-F: )  
 Well No. 22 - 14708-F: )  
 Well No. 23 - 14934-F: )  
 Well No. 24 - 14714-F: ) October 8, 1916 for 20 cfs  
 Well No. 25 - 14711-F: ) February 17, 1970 for 14.03 cfs  
 Well No. 26 - 14709-F: )  
 Well No. 27 - 14710-F: )  
 Well No. 28 - 14712-F: )  
 Well No. 29 - 14713-F: )  
 Well No. 30 - 14706-F: )  
 Well No. 31 - 14707-F: )  
 Well No. 32 - 12783: July 31, 1947  
 Well No. 33 - 6170-F: September 23, 1964  
 Well No. 34 - 6169-F: September 22, 1964  
 Well No. 35 - RF-643: September 18, 1964  
 Well No. 36 - 30513: January 25, 1952  
 Well No. 37 - 2633-F: June 30, 1948  
 Well No. 38 - 6833-F: April 1, 1965  
 Well No. 39 - 6678-F: April 1, 1965  
 Well No. 40 - 6679-F: April 1, 1965  
 Well No. 41 - 6680-F: April 1, 1965  
 Well No. 42 - 6681-F: April 1, 1965  
 Well No. 43 - 6682-F: April 1, 1965  
 Well No. 44 - 6831-F: April 1, 1965  
 Well No. 45 - 6834-F: April 1, 1965  
 Well No. 46 - 6832-F: April 1, 1965  
 Well No. 47 - 6683-F: April 1, 1965  
 Well No. 48 - 6684-F: April 1, 1965  
 Well No. 49 - RF-372: April 1, 1965

6. The amount of water:

Well No. 1 - RF-317:	4.45 cubic feet per second
Well No. 2 - RF-324:	4.45 cubic feet per second
Well No. 3 - RF-314:	2.23 cubic feet per second
Well No. 4 - RF-315:	2.67 cubic feet per second
Well No. 5 - RF-316:	3.34 cubic feet per second
Well No. 6 - RF-318:	2.23 cubic feet per second
Well No. 7 - RF-319:	3.34 cubic feet per second
Well No. 8 - 012933-F:	3.34 cubic feet per second
Well No. 9 - 9578-F:	4.45 cubic feet per second
Well No. 10 - 9579-F:	4.45 cubic feet per second
Well No. 11 - 10789-F:	3.34 cubic feet per second
Well No. 12 - 10790-F:	3.34 cubic feet per second
Well No. 13 - 6620-F:	1.62 cubic feet per second
Well No. 14 - 3137-F:	4.45 cubic feet per second
Well No. 15 - 15380-F:	1.62 cubic feet per second
Well No. 16 - 0125:	5.00 cubic feet per second
Well No. 17 - 0124:	3.12 cubic feet per second
Well No. 18 - 012934-F:	3.34 cubic feet per second
Well No. 19 - 2207-F:	3.56 cubic feet per second
Well No. 20 - 5913:	4.45 cubic feet per second
Well No. 21 - 14715-F:	3.91 cubic feet per second
Well No. 22 - 14708-F: )	3.12 cubic feet per second
Well No. 23 - 14934-F: )	combined yield
Well No. 24 - 14714-F:	2.67 cubic feet per second
Well No. 25 - 14711-F:	2.67 cubic feet per second
Well No. 26 - 14709-F:	3.91 cubic feet per second

Well No. 27 - 14710-F:	3.12 cubic feet per second
Well No. 28 - 14712-F:	3.91 cubic feet per second
Well No. 29 - 14713-F:	3.91 cubic feet per second
Well No. 30 - 14706-F:	2.90 cubic feet per second
Well No. 31 - 14707-F:	3.91 cubic feet per second
Well No. 32 - 12783:	7.12 cubic feet per second
Well No. 33 - 6170-F:	8.54 cubic feet per second
Well No. 34 - 6169-F:	4.90 cubic feet per second
Well No. 35 - RF-643:	4.21 cubic feet per second
Well No. 36 - 30513:	3.34 cubic feet per second
Well No. 37 - 2633-F:	2.67 cubic feet per second
Well No. 38 - 6833-F:	3.34 cubic feet per second
Well No. 39 - 6678-F:	3.34 cubic feet per second
Well No. 40 - 6679-F:	3.34 cubic feet per second
Well No. 41 - 6680-F:	3.34 cubic feet per second
Well No. 42 - 6681-F:	2.67 cubic feet per second
Well No. 43 - 6682-F:	2.67 cubic feet per second
Well No. 44 - 6831-F:	2.67 cubic feet per second
Well No. 45 - 6834-F:	3.12 cubic feet per second
Well No. 46 - 6832-F:	3.34 cubic feet per second
Well No. 47 - 6683-F:	5.55 cubic feet per second
Well No. 48 - 6684-F:	5.55 cubic feet per second
Well No. 49 - RF-372:	5.55 cubic feet per second

7. The use of the water:

Well No. 1 - RF-317: Irrigation of 151.5 acres in  $W\frac{1}{2}NW\frac{1}{4}$  and  $SE\frac{1}{4}NW\frac{1}{4}$  of Section 1; and  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ ,  $S\frac{1}{2}NE\frac{1}{4}$ , and  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 2; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 2 - RF-324: Irrigation of 194.2 acres in  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $NE\frac{1}{4}NW\frac{1}{4}$ , and  $N\frac{1}{2}SW\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 3 - RF-314: Irrigation of 96 acres in  $SW\frac{1}{4}$  and  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of 6th P.M.; and  $N\frac{1}{2}NW\frac{1}{4}$  and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of 6th P.M.; all in Logan County, Colorado.

Well No. 4 - RF-315: Irrigation of 131 acres in  $NW\frac{1}{4}$  and  $N\frac{1}{2}SW\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 5 - RF-316: Irrigation of 131 acres in  $S\frac{1}{2}SE\frac{1}{4}$  of Section 2; and  $NE\frac{1}{4}$  and  $E\frac{1}{2}NW\frac{1}{4}$  of Section 11; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 6 - RF-318: Irrigation of 171 acres in  $SW\frac{1}{4}$  of Section 1;  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 2;  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11; and  $N\frac{1}{2}NW\frac{1}{4}$  of Section 12; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.



Well No. 7 - RF-319; Irrigation of 171 acres in SE $\frac{1}{4}$  and E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1; and N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 12; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 8 -012933-F: Irrigation of 171 acres in SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado.

Well No. 9 - 9578-F: Irrigation of 171 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6; and NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , and N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 7; all in Township 10 North, Range 47 West of 6th P.M., Sedgwick County, Colorado.

Well No. 10 - 9579-F: Irrigation of 131 acres in W $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 10 North, Range 47 West of 6th P.M., Sedgwick County, Colorado; and NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 11 - 10789-F: Irrigation of 171 acres in S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 12 - 10790-F: Irrigation of 171 acres in SE $\frac{1}{4}$  of Section 11; W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 12; NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 13; and N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 14; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 13 - 6620-F, and Well No. 15 - 15380-F: Irrigation of 145 acres in NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 14 - 3137-F: Irrigation of 155.3 acres in E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 5; and NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 8; all in Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 16 - 0125: Irrigation of 200 acres in S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and all SE $\frac{1}{4}$  of Section 4; and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9; all in Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 17 - 0124: Irrigation of 84.7 acres in NE $\frac{1}{4}$  and E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9, Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 18 - 012934-F: Irrigation of 126 acres in SE $\frac{1}{4}$  of Section 33, Township 8 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 19 - 2207-F: Irrigation of 76 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 28; and NE $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33; all in Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 20 - 5913: Irrigation of 157 acres in Lots 3 and 4 of Section 1; and Lots 1 and 2 of Section 2; all in Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 21 - 14715-F: Irrigation of 217 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23; and NW $\frac{1}{4}$  and W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 26; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 22 - 14708-F, and Well No. 23 - 14934-F: Irrigation of 217 acres in SE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 23; W $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 24; and NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 24 - 14714-F: Irrigation of 158 acres in E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 24, Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 25 - 14711-F: Irrigation of 132 acres in S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; NE $\frac{1}{4}$  of Section 24; all in Township 9 North, Range 51 West of 6th P.M.; and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18; and NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 19; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 26 - 14709-F: Irrigation of 217 acres in E $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of 6th P.M.; and S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 27 - 14710-F: Irrigation of 186 acres in NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 18; and W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 17, all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 28 - 14712-F: Irrigation of 217 acres in S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; and N $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24; all in Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado.

Well No. 29 - 14713-F: Irrigation of 186 acres in S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12; NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; all in Township 9 North, Range 51 West of 6th P.M.; and W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 30 - 14706-F: Irrigation of 132 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7; and NW $\frac{1}{4}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 18; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 31 - 14707-F: Irrigation of 217 acres in SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 7, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 32 - 12783: Irrigation of 368.1 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 6; NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7; all in Township 9 North, Range 50 West of 6th P.M.; and E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , and SE $\frac{1}{4}$  of Section 12, Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 33 - 6170-F: Irrigation of 765.8 acres in S $\frac{1}{2}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , and SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10; N $\frac{1}{2}$ , SW $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11; and NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , and NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 15; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 34 - 6169-F: Irrigation of 177.3 acres in NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 32, Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 35 - RF-643: Irrigation of 334.5 acres in S $\frac{1}{2}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 32; SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33; all in Township 10 North, Range 50 West of 6th P.M.; and N $\frac{1}{2}$ N $\frac{1}{2}$  of Section 5, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 36 - 30513: Fire protection

Well No. 37 - 2633-F: Irrigation of 80 acres in E $\frac{1}{2}$ NW $\frac{1}{4}$  and W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 28, Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 38 - 6833-F: Irrigation of 167.1 acres in E $\frac{1}{2}$ E $\frac{1}{2}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 36; and W $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 31; all in Township 10 North, Range 49 West of 6th P.M., Logan County, Colorado.

Well No. 39 - 6678-F: Irrigation of 171 acres in S $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25; and NE $\frac{1}{4}$  and E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 36; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 40 - 6679-F: Irrigation of 171 acres in NW $\frac{1}{4}$  and N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 36; and E $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 41 - 6680-F: Irrigation of 171 acres in SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , and SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 42 - 6681-F: Irrigation of 131 acres in SW $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 35; and E $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 34; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 43 - 6682-F: Irrigation of 131 acres in  $W\frac{1}{2}SE\frac{1}{4}$ ,  $SE\frac{1}{4}SE\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$  of Section 34, Township 10 North, Range 50 West of 6th P.M.; and  $N\frac{1}{2}NE\frac{1}{4}$  and  $NE\frac{1}{4}NW\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 44 - 6831-F: Irrigation of 175.6 acres in  $S\frac{1}{2}SW\frac{1}{4}$  of Section 34; and  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 33; all in Township 10 North, Range 50 West of 6th P.M.; and  $NW\frac{1}{4}$  and  $NW\frac{1}{4}SW\frac{1}{4}$  of Section 3; and  $E\frac{1}{2}NE\frac{1}{4}$  of Section 4; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

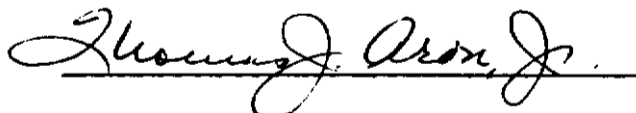
Well No. 45 - 6834-F: Irrigation of 170.8 acres in  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 34;  $S\frac{1}{2}SW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ , and  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 35; all in Township 10 North, Range 50 West of 6th P.M.; and  $E\frac{1}{2}NE\frac{1}{4}$  of Section 3;  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NW\frac{1}{4}$ , and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 2; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 46 - 6832-F: Irrigation of 206.2 acres in  $SE\frac{1}{4}$  and  $S\frac{1}{2}SW\frac{1}{4}$  of Section 3;  $W\frac{1}{2}SW\frac{1}{4}$  of Section 2; and  $NW\frac{1}{4}$  and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 10, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 47 - 6683-F, and Well No. 48 - 6684-F: Irrigation of 304 acres in  $S\frac{1}{2}SW\frac{1}{4}$  of Section 26;  $E\frac{1}{2}SE\frac{1}{4}$  of Section 33;  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ , and  $N\frac{1}{2}SE\frac{1}{4}$  of Section 34; and  $NW\frac{1}{4}$  of Section 35, all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 49 - RF-372: Irrigation of 131 acres in  $S\frac{1}{2}SE\frac{1}{4}$  and  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 26; and  $NE\frac{1}{4}$  and  $E\frac{1}{2}NW\frac{1}{4}$  of Section 35; Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Dated this 22<sup>nd</sup> day of November, 1976.




Water Referee, Division I

THE COURT DOETH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: December 13, 1976

  
Judge Donald A. Carpenter  
Water Judge, Division I

IN THE WATER COURT IN AND FOR  
WATER DIVISION NO. I, STATE OF COLORADO

Case No. W-2289

IN THE MATTER OF THE APPLICATION FOR )	
WATER RIGHTS OF E. E. SONNENBERG & )	
SONS, INC., A COLORADO CORPORATION, )	DECREE TO CORRECT
IN THE SOUTH PLATTE RIVER IN LOGAN )	<u>CLERICAL MISTAKE</u>
AND SEDGWICK COUNTIES, COLORADO. )	

Upon consideration of the verified Motion to Correct Clerical Mistake filed on behalf of the claimant, the Court, after having examined the Motion, together with the original Affidavit filed in this Court with regard to Well No. 16, and being fully advised in the premises, FINDS:

1. The Decree of this Court entered December 13, 1976, has an error in paragraph 7, on page 10, with regard to the use of the water from Well No. 16 in that the water from this well is now, and has always been, used for the irrigation of the SW $\frac{1}{4}$  of said Section 4 instead of the SE $\frac{1}{4}$  of said Section 4.

2. The Affidavit of Maynard A. Sonnenberg dated January 30, 1975, and filed herein, erroneously referred to the SE $\frac{1}{4}$  of said Section 4 instead of the SW $\frac{1}{4}$  of said Section 4, but all supporting information with that Affidavit, including the maps which were attached thereto, refer to and show the use of this water to irrigate the SW $\frac{1}{4}$  of Section 4 instead of the SE $\frac{1}{4}$  of Section 4.

3. The claimant does not own, and has never owned, the SE $\frac{1}{4}$  of said Section 4 and no part of the water from this well has been used to irrigate the SE $\frac{1}{4}$  of said Section 4.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED That the Decree of this Court entered December 13, 1976, is amended to state correctly the use of water from Well No. 16 so that paragraph 7, on page 10 of the Decree, as to said Well No. 16 is hereby amended to be as follows:

Well No. 16 - 0125: Irrigation of 200 acres in S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and all SW $\frac{1}{4}$  of Section 4; and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9; all in Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Dated Aug 3, 1978, 1978.

BY THE COURT

  
Water Judge, Division I



**Well Permit #R0125**

**DEPARTMENT OF WATER RESOURCES**

101 Columbine Bldg., 1845 Sherman St.  
 Denver, Colorado 80203  
**WELL COMPLETION AND PUMP INSTALLATION REPORT**  
 PERMIT NUMBER R0125-2



THIS FORM MUST BE SUBMITTED WITHIN 60 DAYS OF COMPLETION OF THE WORK DESCRIBED HEREON. TYPE OR PRINT IN BLACK INK.

WELL OWNER E. E. Sonnenberg & Sons, Inc. NW  $\frac{1}{4}$  of the SW 4

ADDRESS East Chestnut St, Sterling, Colo. 70751 T. 7 N. R. 53 W. 6th P.M.

DATE COMPLETED March 23, 19 73

**HOLE DIAMETER**

34 in. from 0 to 124 ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

**WELL LOG**

From	To	Type and Color of Material	Water Loc.
0	2	Top	
2	13 $\frac{1}{2}$	loam, sand, clay	
13 $\frac{1}{2}$	54	clay, some fine sand, thin cement strips	
54	57 $\frac{1}{2}$	gravel, clay	
57 $\frac{1}{2}$	62	clay	
62	66	clay, a little fine sand	
66	71	clay	
71	73	gravel, clay	
73	98	gravel, boulders	76'
98	106	gravel, a little sand	
106	119 $\frac{1}{2}$	gravel, boulders	
119 $\frac{1}{2}$	121	shale blossom	
121	+	shale	
		TOTAL DEPTH <u>124</u> '	

Use additional pages necessary to complete log.

**CASING RECORD:**

Plain Casing  
 Size 16" & kind Transite from + 1 to 71 ft.  
 Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

**Perforated Casing**

Size 16" & kind Transite from 71 to 124 ft.  
w/1' of steel point  
 Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

**GROUTING RECORD**

Material Cement  
 Intervals 0-10  
 Placement Method Spipp Tube

GRAVEL PACK: Size Pea & Buckshot mixed 10-80  
 Interval Pea 80-124

**TEST DATA**

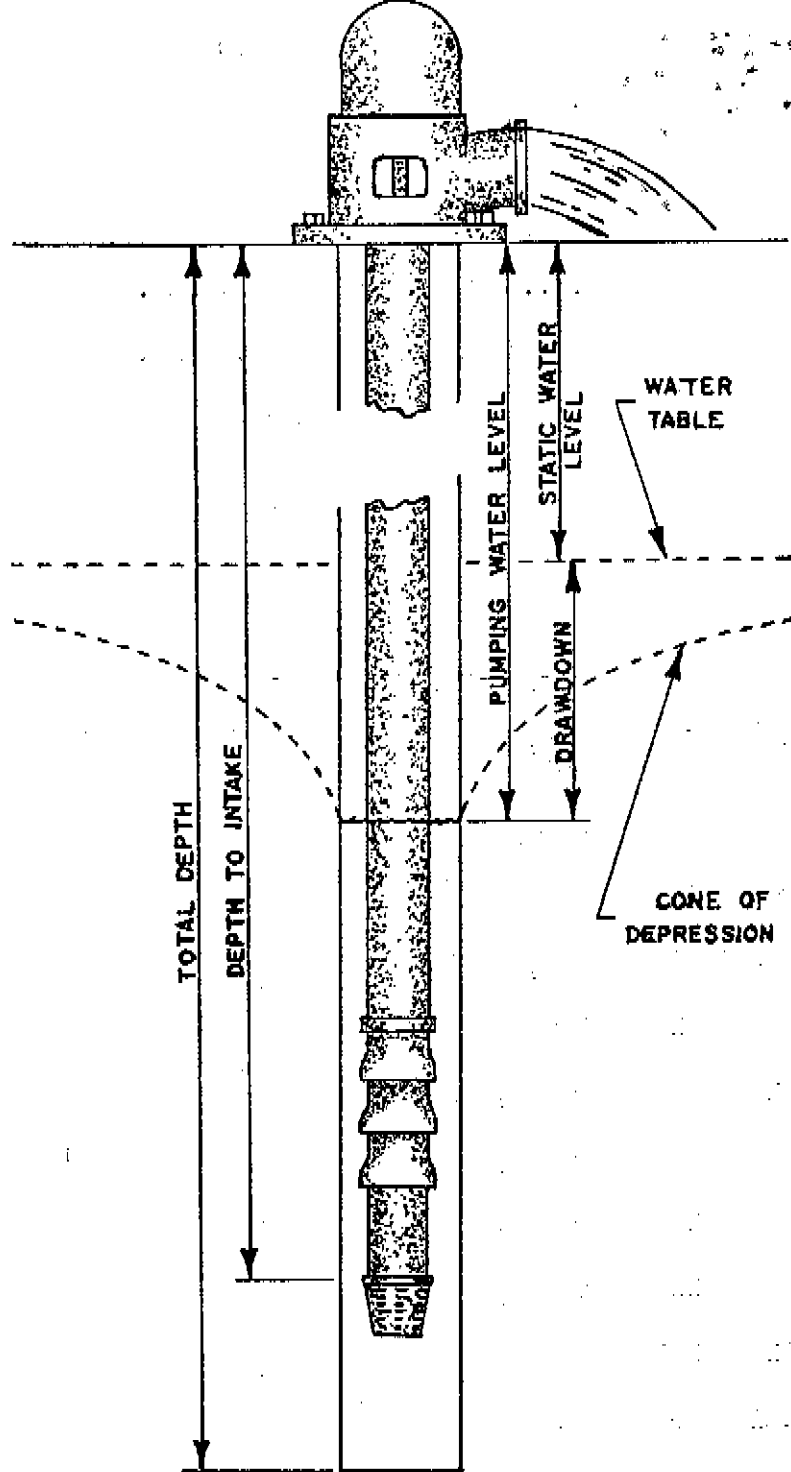
Date Tested March 24, 19 73  
 Static Water Level Prior to Test 76 ft.  
 Type of Test Pump 8" Turbine  
 Length of Test 5 hrs.  
 Sustained Yield (Metered) 3600 gpm  
 Final Pumping Water Level 110'

**PUMP INSTALLATION REPORT**

Pump Make Jacuzzi  
 Type Vertical Turbine  
 Powered by Engine HP 150  
 Pump Serial No. W.E.F 479  
 Motor Serial No. Gearhead - 1037834  
 Date Installed 5-4-73  
 Pump Intake Depth 115'  
 Remarks \_\_\_\_\_

**WELL TEST DATA WITH PERMANENT PUMP**

Date Tested \_\_\_\_\_  
 Static Water Level Prior to Test \_\_\_\_\_  
 Length of Test \_\_\_\_\_ Hours  
 Sustained yield (Metered) \_\_\_\_\_ GPM  
 Pumping Water Level \_\_\_\_\_  
 Remarks \_\_\_\_\_



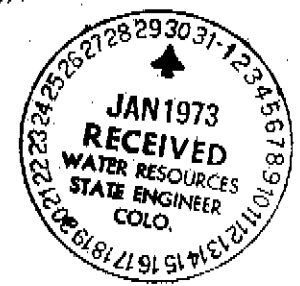
**CONTRACTORS STATEMENT**

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature W. E. Corfield License No. 7  
 State of Colorado, County of Morgan SS  
 Subscribed and sworn to before me this 10<sup>th</sup> day of May, 1973.  
 My Commission expires: August 31, 1976.  
 Notary Public Gerald Purvis

COLORADO DIVISION OF WATER RESOURCES  
101 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80263

see Attachment



PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

*[Handwritten initials]*

- ( ) A PERMIT TO USE GROUND WATER
- ( ) A PERMIT TO CONSTRUCT A WELL
- FOR: ( ) A PERMIT TO INSTALL A PUMP
- (X) REPLACEMENT FOR NO. 0125
- ( ) OTHER \_\_\_\_\_

(1) APPLICANT - mailing address

NAME E. E. Sonnenberg & Sons, Inc.  
 STREET East Chestnut Street  
 CITY Sterling, Colorado 80751  
(State) (Zip)  
 TELEPHONE NO. 522-2404

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 46827 1  
 Basin \_\_\_\_\_ Dist. \_\_\_\_\_

(2) LOCATION OF PROPOSED WELL

County Logan  
NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 4  
 Twp. 7 N, Rng. 53 W, 6th P.M.

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 3600  
 Average annual amount of ground water to be appropriated (acre-feet): 900  
 Number of acres to be irrigated: 300  
 Proposed total depth (feet): 120  
 Aquifer ground water is to be obtained from:  
South Platte River Alluvium  
 Owner's well designation D-1

APPROVED AS A REPLACEMENT FOR WELL NO. 0125. THE OLD WELL MUST BE PLUGGED AND ABANDONED ACCORDING TO WELL DRILLING CONTRACTOR'S RULES AND REGULATIONS.

*RWH 23 Feb. 1973*

GROUND WATER TO BE USED FOR:

- ( ) HOUSEHOLD USE ONLY - no irrigation (0)
- ( ) DOMESTIC (1) ( ) INDUSTRIAL (5)
- ( ) LIVESTOCK (2) (X) IRRIGATION (6)
- ( ) COMMERCIAL (4) ( ) MUNICIPAL (8)
- ( ) OTHER (9) \_\_\_\_\_

APPLICATION APPROVED

(4) DRILLER

Name Canfield Drilling Co.  
 Street P. O. Box 519  
 City Ft. Morgan, Colorado 80701  
(State) (Zip)  
 Telephone No. 867-2943 Lic. No. 7

PERMIT NUMBER R0125-RF  
 DATE ISSUED FEB 23 1973  
 EXPIRATION DATE FEB 23 1974

*[Signature]*  
 (STATE ENGINEER)

BY \_\_\_\_\_  
 COUNTY \_\_\_\_\_

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818  
Denver, Colorado 80203

RECEIVED  
JUN 15 1982

THIS FORM MUST BE SUBMITTED  
WITHIN 60 DAYS OF COMPLETION  
OF THE WORK DESCRIBED HERE.  
ON TYPE OR PRINT IN BLACK  
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

WATER RESOURCES  
STATE ENGINEER  
COLL

PERMIT NUMBER RO124-RF

Jerry Karg

WELL OWNER Allen Mitchek, Henry Schaffer,

Box 1348

ADDRESS Sterling, Colorado 80751

DATE COMPLETED April 5, 19 82

NE % of the NW % of Sec. 9

T. 7 N, R. 53 W, 6th P.M.

HOLE DIAMETER

26 in. from 0 to 98 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 60 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Perforated Casing

Size 16 & kind steel from 60 to 80 ft.

Size 16 & kind screen from 80 to 98 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

GROUTING RECORD

Material \_\_\_\_\_

Intervals \_\_\_\_\_

Placement Method \_\_\_\_\_

GRAVEL PACK: Size pea gravel

Interval 0 - 98

TEST DATA

Date Tested April 5, 19 82

Static Water Level Prior to Test 62' ft.

Type of Test Pump turbine

Length of Test 4 hours

Sustained Yield (Metered) 1250 gpm

Final Pumping Water Level 94'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	3	top soil	
3	12	sand and gravel clay mix	
12	18	sand and gravel	x
18	30	clay and gravel streaks	x
30	50	sand and gravel	x
50	53	clay	
53	97	big sand and gravel	x
97	98	yellow shale	
TOTAL DEPTH <u>98</u>			

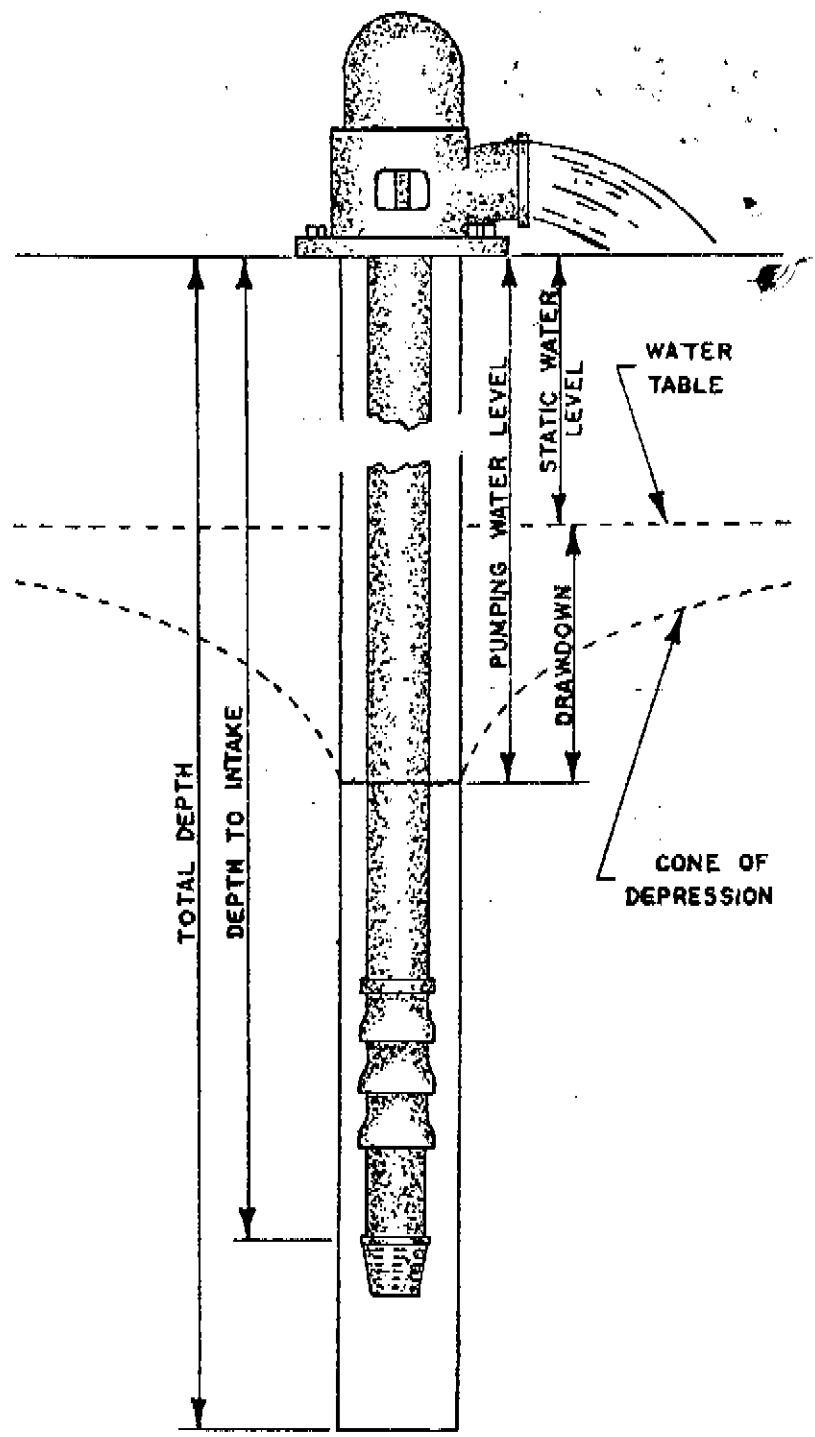
Use additional pages necessary to complete log.

**PUMP INSTALLATION REPORT**

Pump Make moved old pump  
 Type turbine  
 Powered by 60 HP Yaskawa motor  
 Pump Serial No. \_\_\_\_\_  
 Motor Serial No. 007505503  
 Date Installed April 22, 1982  
 Pump Intake Depth 90'  
 Remarks \_\_\_\_\_

**WELL TEST DATA WITH PERMANENT PUMP**

Date Tested April 22, 1982  
 Static Water Level Prior to Test 64 62'  
 Length of Test 4 hours Hours  
 Sustained yield (Metered) 1250 GPM  
 Pumping Water Level 94'  
 Remarks \_\_\_\_\_



**CONTRACTORS STATEMENT**

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature Dennis Stewart License No. 66

State of Colorado, County of Logan SS

Subscribed and sworn to before me this 9th day of June, 19 82

My Commission expires: October 29, 19 85

Notary Public Ethan Stewart  
 1313 Fillmore Street, Sterling, Colorado 80751

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. PINK COPY is for the Owner and YELLOW COPY is for the Driller.

RECEIVED

MAR 09 1982

WATER RESOURCES  
STATE ENGINEER  
COLO.

3N

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

- A PERMIT TO USE GROUND WATER
- A PERMIT TO CONSTRUCT A WELL
- FOR:  A PERMIT TO INSTALL A PUMP
- REPLACEMENT FOR NO. 0124
- OTHER \_\_\_\_\_

WATER COURT CASE NO. W-2289, Well No. 17-0124, Div. I

(1) APPLICANT - mailing address

NAME Jerry Karg,  
Allen Mitchek, Henry F. Schaffer

STREET Box 1348

CITY Sterling, Colorado 80751  
(State) (Zip)

TELEPHONE NO. 522-2898

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 24223 <sup>75</sup> 1 GASP 1980  
AI=90

Basin VERBAL BY RAL Dist. \_\_\_\_\_

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

(2) LOCATION OF PROPOSED WELL

County Logan

NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 9

Twp. 7 N, Rng. 53 W, 6th P.M.  
(N.S) (E.W)

- 1) APPROVED AS A REPLACEMENT OF WELL, REGISTRATION NO. 0124-R. THE EXISTING WELL MUST BE PLUGGED AND ABANDONED ACCORDING TO THE RULES AND REGULATIONS FOR WATER WELL AND PUMP INSTALLATION CONTRACTORS. THE ENCLOSED AFFIDAVIT FORM MUST BE COMPLETED AND SUBMITTED WITHIN SIXTY (60) DAYS AFTER THE CONSTRUCTION OF THE NEW WELL, AFFIRMING THAT WELL NO. 0124-R WAS PLUGGED AND ABANDONED.
- 2) THE AVERAGE ANNUAL APPROPRIATION OF THIS WELL SHALL NOT EXCEED THE AMOUNT HISTORICALLY DIVERTED FOR THE IRRIGATION ON 84.7 ACRES IN PORTIONS OF NE $\frac{1}{4}$  AND E $\frac{1}{2}$  OF NW $\frac{1}{4}$ , SEC. 9, T.7N., R.53W.
- 3) A TOTALIZING FLOW METER MUST BE INSTALLED ON THE WELL. DIVERSION RECORDS SHALL BE MAINTAINED BY THE WELL OWNER AND SUBMITTED TO THE DIVISION OF WATER RESOURCES, UPON REQUEST.
- 4) THIS APPROVAL IS LIMITED TO THE CONSTRUCTION OF A REPLACEMENT WELL AND DOES NOT GRANT A CHANGE OF WATER RIGHT DECREED TO THE ORIGINAL WELL. AN APPLICATION FOR A CHANGE OF THIS WATER RIGHT, (CHANGE OF LOCATION), SHALL BE SUBMITTED TO THE WATER COURT FOR DIVISION 1 PRIOR TO THE USE OF THIS WELL. Km 5/10/82

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 950

Average annual amount of ground water to be appropriated (acre-feet): 350

Number of acres to be irrigated: 84.7

Proposed total depth (feet): 100

Aquifer ground water is to be obtained from:  
South Platte Alluvium

Owner's well designation \_\_\_\_\_

GROUND WATER TO BE USED FOR:

- HOUSEHOLD USE ONLY - no irrigation (0)
- DOMESTIC (1)  INDUSTRIAL (5)
- LIVESTOCK (2)  IRRIGATION (6)
- COMMERCIAL (4)  MUNICIPAL (8)
- OTHER (9) \_\_\_\_\_

DETAIL THE USE ON BACK IN (11)

APPLICATION APPROVED

(4) DRILLER

Name Stewart Drilling

Street \_\_\_\_\_

City Sterling, Colorado 80751  
(State) (Zip)

Telephone No. \_\_\_\_\_ Lic. No. 066

PERMIT NUMBER R 0124-RF

DATE ISSUED MAY 24 1982

EXPIRATION DATE MAY 24 1983

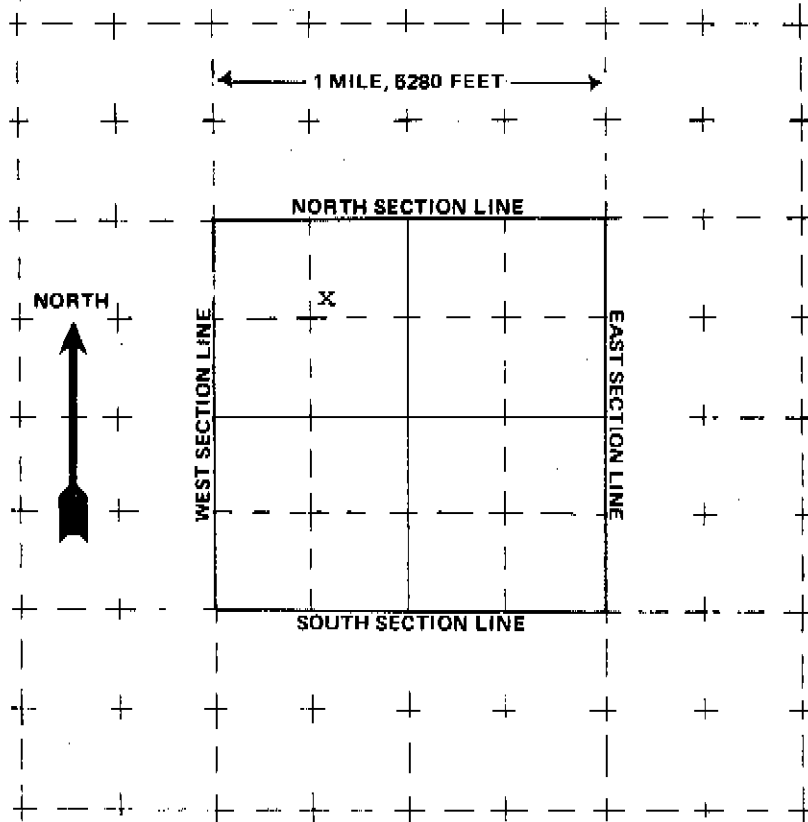
BY [Signature] (STATE ENGINEER)

BY [Signature] Carl Stehler Eng.

I.D. 1-64 COUNTY 38



(5) **THE LOCATION OF THE PROPOSED WELL** and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile  
Each small square represents 40 acres.

**WATER EQUIVALENTS TABLE (Rounded Figures)**

An acre-foot covers 1 acre of land 1 foot deep  
1 cubic foot per second (cfs) . . . 449 gallons per-minute (gpm)  
A family of 5 will require approximately 1 acre-foot of water per year.  
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.  
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) **THE WELL MUST BE LOCATED BELOW** by distances from section lines.

1,243 ft. from North sec. line  
(north or south)

1,452 ft. from West sec. line  
(east or west)

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING # \_\_\_\_\_

SUBDIVISION \_\_\_\_\_

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner Karg, Mitchek, Schaffer

No. of acres 155 Will this be the only well on this tract? No

(8) **PROPOSED CASING PROGRAM**

Plain Casing

18 in. from +1 ft. to 70 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perforated casing

18 in. from 70 ft. to 100 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(9) **FOR REPLACEMENT WELLS** give distance and direction from old well and plans for plugging it:

New well will be approximately 720' SW of old well. Old well will be plugged and abandoned according to revised rules and regulations.

(10) **LAND ON WHICH GROUND WATER WILL BE USED:**

Owner(s): Karg, Mitchek, Schaffer No. of acres: 84.7

Legal description: NE $\frac{1}{4}$  & E $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec. 9, T 7 N, R 53 W, 6th P.M.

(11) **DETAILED DESCRIPTION** of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used.

Alfalfa, corn, sugar beets, pinto beans grown on property

(12) **OTHER WATER RIGHTS** used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
Other wells: <u>0125RF</u> <u>(W-2289)</u>	<u>Irrigation</u>	<u>S<math>\frac{1}{2}</math> S<math>\frac{1}{2}</math> NW<math>\frac{1}{4}</math> and SE<math>\frac{1}{2}</math>, Sec. 4, and N<math>\frac{1}{2}</math> NW<math>\frac{1}{4}</math>, Sec. 9, T 7N, R 53 W 6th P.M.</u>

(13) **THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.**

Michael D. Shimmin

SIGNATURE OF APPLICANT(S) Michael D. Shimmin, Attorney for Applicants

# Logan Well Users Expenses

Logan Well Users Inc.

P.O. Box 1172

Sterling CO 80751

Phone: 970-522-5762

Customer ID: 251

*Advantage Land's Livestock LLC*

Water Year: Nov 1 2017 to Nov 1 2018

Well Depletions														Individual	
Well ID		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Well Cost
350		-10.5	-10.4	-10.4	-10.3	-10.3	-10.2	-10.2	-10.1	-10.1	-10.0	-9.9	-9.9	-122.3	\$4,370.11
351		-12.7	-12.7	-12.7	-12.7	-12.7	-12.6	-12.6	-12.6	-12.6	-12.6	-12.6	-12.6	-151.8	\$5,425.51
490		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-0.1	-0.1	-0.2	\$8.76
491		-3.0	-3.0	-3.0	-3.1	-3.1	-3.1	-3.1	-3.2	-3.2	-3.2	-3.2	-3.2	-37.4	\$1,337.01
492		-3.1	-3.2	-3.2	-3.2	-3.2	-3.2	-3.3	-3.3	-3.3	-3.3	-3.3	-3.3	-38.9	\$1,391.51

Recharge Pond Credit														Total	Amount
Well ID	Site Name	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Amount
North Sterling	Advantage Feedlot	5.8	6.1	6.2	5.6	6.3	6.2	6.5	6.4	6.6	6.7	6.5	6.8	75.9	\$1,897.39

Income		Expense	
SPWRAP Reimbursement:	\$1,088.87	Augmentation Cost:	\$12,532.90
Recharge Ditch Credit:	\$0.00	Administrative Cost:	\$1,250.00
Recharge Pond Credit:	\$1,897.39		
Total:	\$2,986.26	Total	\$13,782.90

**Total Amount Owed: \$10,796.64**

Note: Multiple Meter Certification Tests may happen on the same well due to State wells rules requirement of one year followup test.

# Logan Well Users Inc.

P.O. Box 1172

Sterling CO 80751

Phone: 970-522-5762

Customer ID: 251

Water Year: Nov 1 2018 to Nov 1 2019

Well ID	Well Depletions												Total	Individual Well Cost
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
350	-9.8	-9.7	-9.7	-9.6	-9.5	-9.5	-9.4	-9.3	-9.3	-9.2	-9.1	-9.0	-113.1	\$4,072.58
351	-12.6	-12.6	-12.6	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-152.1	\$5,474.95
490	-0.1	-0.1	-0.1	-0.2	-0.2	-0.3	-0.3	-0.3	-0.4	-0.4	-0.5	-0.5	-3.5	\$125.21
491	-3.3	-3.3	-3.3	-3.3	-3.3	-3.4	-3.4	-3.4	-3.4	-3.4	-3.5	-3.5	-40.5	\$1,457.38
492	-3.3	-3.3	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-40.5	\$1,456.60

Recharge Pond Credit		Delivery												Total	Amount
Site Name	Advantage Feedlot	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	82.8	\$2,070.11
North Sterling		6.6	6.9	7.0	6.3	7.0	6.8	7.1	6.9	7.1	7.1	6.9	7.1		

Income		Expense	
SPWRAP Reimbursement:	\$1,566.62	Meter Certification ID 350:	\$202.61
Recharge Ditch Credit:	\$0.00	Augmentation Cost:	\$12,586.72
Recharge Pond Credit:	\$2,070.11	Administrative Cost:	\$1,250.00
<b>Total:</b>	<b>\$3,636.73</b>	<b>Total</b>	<b>\$14,039.33</b>

**Total Amount Owed: \$10,402.60**

# Logan Well Users Inc.

P.O. Box 1172

Sterling CO 80751

Phone: 970-522-5762

Customer ID: 251

Water Year: Nov 1 2019 to Nov 1 2020

Well Depletions														Individual	
Well ID		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Well Cost
350		-9.0	-8.9	-8.8	-8.8	-8.7	-8.6	-8.6	-8.5	-8.4	-8.4	-8.3	-8.3	-103.2	\$3,227.36
351		-12.7	-12.7	-12.7	-12.7	-12.8	-12.8	-12.8	-12.8	-12.8	-12.8	-12.8	-12.7	-153.0	\$4,783.21
490		-0.6	-0.6	-0.7	-0.7	-0.8	-0.8	-0.9	-0.9	-1.0	-1.0	-1.1	-1.2	-10.2	\$318.73
491		-3.5	-3.5	-3.6	-3.6	-3.6	-3.6	-3.7	-3.7	-3.7	-3.7	-3.8	-3.8	-43.8	\$1,369.38
492		-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-40.6	\$1,269.50
<b>Recharge Pond Credit</b>														<b>Total</b>	
Delivery	Site Name	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Amount
North Sterling	Advantage Feedlot	6.8	7.0	7.0	6.5	6.9	6.7	6.9	6.6	6.8	6.7	6.5	6.6	81.1	\$2,027.26

## Income

SPWRAP Reimbursement: \$919.99  
 Recharge Ditch Credit: \$0.00  
 Recharge Pond Credit: \$2,027.26  
 Total: \$2,947.25

## Expense

Augmentation Cost: \$10,968.18  
 Administrative Cost: \$1,250.00  
 Total: \$12,218.18

**Total Amount Owed: \$9,270.93**

# Logan Well Users Inc.

P.O. Box 1172

Sterling CO 80751

Phone: 970-522-5762

Customer ID: 251

Water Year: Nov 1 2020 to Nov 1 2021

Well Depletions												Individual Well Cost		
Well ID	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		Oct	Total
350	-8.2	-8.2	-8.1	-8.1	-8.0	-8.0	-7.9	-7.9	-7.8	-7.8	-7.8	-7.7	-95.4	\$3,042.24
351	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.7	-12.6	-12.6	-12.6	-152.2	\$4,852.73
490	-1.2	-1.3	-1.4	-1.4	-1.5	-1.6	-1.7	-1.8	-1.8	-1.9	-2.0	-2.1	-19.8	\$630.65
491	-3.8	-3.8	-3.9	-3.9	-3.9	-3.9	-4.0	-4.0	-4.0	-4.1	-4.1	-4.1	-47.6	\$1,516.27
492	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-3.4	-40.6	\$1,295.83

Recharge Pond Credit												Total	Amount		
Delivery	Site Name	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			Sep	Oct
North Sterling	Advantage Feedlot	6.4	6.5	6.5	5.8	6.4	6.1	6.2	6.0	6.1	6.1	5.8	5.9	73.7	\$1,842.43

## Income

SPWRAP Reimbursement: \$617.54  
 Recharge Ditch Credit: \$0.00  
 Recharge Pond Credit: \$1,842.43  
 Total: \$2,459.97

## Expense

Augmentation Cost: \$11,337.72  
 Administrative Cost: \$1,375.00  
 Total: \$12,712.72

**Total Amount Owed: \$10,252.75**

# Logan Well Users Inc.

P.O. Box 1172  
Sterling CO 80751  
Phone: 970-522-5762

Customer ID: 251

Water Year: Nov 1 2021 to Nov 1 2022

<u>Well Depletions</u>														
Well ID	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Individual Well Cost
350	-7.6	-7.8	-7.8	-7.0	-7.7	-7.4	-7.6	-7.3	-7.5	-7.5	-7.2	-7.4	-89.8	\$2,562.84
351	-12.4	-12.8	-12.8	-11.6	-12.8	-12.4	-12.8	-12.3	-12.7	-12.7	-12.3	-12.7	-150.3	\$4,291.03
490	-2.2	-2.3	-2.4	-2.3	-2.6	-2.6	-2.7	-2.7	-2.9	-3.0	-3.0	-3.1	-31.8	\$907.55
491	-4.1	-4.2	-4.3	-3.9	-4.3	-4.2	-4.4	-4.3	-4.4	-4.4	-4.3	-4.5	-51.3	\$1,463.76
492	-3.4	-3.5	-3.5	-3.1	-3.5	-3.4	-3.5	-3.4	-3.5	-3.5	-3.4	-3.5	-41.1	\$1,174.15

<u>Recharge Pond Credit</u>															
Delivery	Site Name	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Amount
North Sterling	Advantage Feedlot	5.7	5.8	5.7	5.1	5.6	5.4	5.5	5.2	5.4	5.3	5.1	5.2	64.9	\$1,622.15

Income

SPWRAP Reimbursement	\$896.89
Recharge Ditch Credit:	\$0.00
Recharge Pond Credit:	\$1,622.15
<b>Total:</b>	<b>\$2,519.04</b>

Expense

Augmentation Cost:	\$10,399.33
Administrative Cost:	\$1,375.00
<b>Total</b>	<b>\$11,774.33</b>

**Total Amount Owed: \$9,255.29**



# Logan Well Users Inc.

P.O. Box 1172  
Sterling CO 80751  
Phone: 970-522-5762

Customer ID: 251

Water Year: Nov 1 2022 to Nov 1 2023

<u>Well Depletions</u>														Individual
Well ID	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Well Cost
350	-7.1	-7.3	-7.3	-6.6	-7.2	-7.0	-7.2	-6.9	-7.1	-7.1	-6.9	-7.1	-84.8	\$2,631.00
351	-12.2	-12.6	-12.6	-11.4	-12.6	-12.1	-12.5	-12.1	-12.5	-12.5	-12.0	-12.4	-147.5	\$4,574.23
490	-3.1	-3.3	-3.3	-3.1	-3.5	-3.4	-3.6	-3.5	-3.7	-3.8	-3.7	-3.9	-41.9	\$1,300.55
491	-4.4	-4.5	-4.6	-4.1	-4.6	-4.5	-4.7	-4.5	-4.7	-4.7	-4.6	-4.8	-54.8	\$1,698.54
492	-3.4	-3.5	-3.5	-3.2	-3.5	-3.4	-3.5	-3.4	-3.5	-3.5	-3.4	-3.5	-41.3	\$1,279.84

<u>Recharge Pond Credit</u>															
Delivery	Site Name	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total	Amount
North Sterling	Advantage Feedlot	4.9	5.0	5.0	4.4	4.9	4.7	4.7	4.5	4.6	4.6	4.4	4.5	56.2	\$1,575.00

### Income

SPWRAP Reimbursement:	\$577.33
Recharge Ditch Credit:	\$0.00
Recharge Pond Credit:	\$1,575.00
<b>Total:</b>	<b>\$2,152.33</b>

### Expense

Augmentation Cost:	\$11,484.16
Administrative Cost:	\$1,375.00
<b>Total</b>	<b>\$12,859.16</b>

**Total Amount Owed: \$10,706.83**

**Logan Well Users, Inc**

Invoice

PO Box 1172  
Sterling, CO 80751

Date	Invoice #
12/20/2023	5520

Phone # 970-522-5762      katy@jacpa.net  
Fax # 970-522-5642

Bill To
Advantage Land & Livestock, LLC Tadd Thomas PO Box 68 Sterling, CO 80751

Terms	Due Date
Net 45	2/3/2024

Quantity	Description	Rate	Amount
5	Administrative Fees	275.00	1,375.00
	Water Usage Assessment	11,484.16	11,484.16
	SPWRAP	-577.33	-577.33
	Recharge Water	-1,575.00	-1,575.00
		<b>Total</b>	<b>\$10,706.83</b>

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$10,706.83</b>

**RESOLUTION**

**NO. 2021-25**

**SPECIAL USE PERMIT #199 - AMENDMENT**

**A RESOLUTION APPROVING THE AMENDMENT OF SPECIAL USE PERMIT #199 ISSUED TO ADVANTAGE LAND AND LIVESTOCK, LLC TO PROVIDE FOR ADDITIONAL WASTE WATER STORAGE FOR AN EXISTING CATTLE FEEDLOT IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Advantage Land and Livestock, LLC, submitted an application to amend Special Use Permit #199 seeking permission to construct and maintain a wastewater storage structure in the SW1/4 of Section 4, Township 7 North, Range 53 West to provide additional wastewater storage capacity for an existing Cattle feedlot located in the N1/2 of Section 9, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the applicant submitted a Site Plan in support of the application, detailing the proposed additional waste water storage; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment of Special Use Permit #199 at its July 20, 2021 meeting; and

**WHEREAS**, Advantage Land and Livestock, LLC is a registered CAFO in good standing with the Colorado Department of Public Health and Environment (CDPHE); and

**WHEREAS**, on August 3, 2021, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended Special Use Permit #199 for Advantage Land and Livestock, LLC, to expand waste water storage as described above for its existing cattle feeding operation located in an Agricultural Zone District on the above described property.

**NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of Advantage Land and Livestock, LLC, to amend Special Use Permit #199 to provide for the construction and maintenance of additional waste water storage as described in the Site Plan submitted by the applicant and located in the Southwest Quarter (SW1/4) of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, is hereby approved, subject to the following conditions:

1. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all Federal, State and local rules and regulations. If any changes, such as alterations or enlargements occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.
3. The Applicant must maintain CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

**II. FINDINGS OF FACT:**

The continued use on the described site is compatible with the Logan County Zoning Resolution and Master Plan, and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for the existing cattle feedlot operation.

**BE IT FURTHER RESOLVED,** The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

**BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

Absent (Aye)(Nay)  
Byron H. Pelton, Chairman

[Signature] (Aye)(Nay)  
Joseph A. McBride, Commissioner

[Signature] (Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 3rd day of August, 2021.



[Signature]  
County Clerk and Recorder



March 12, 2024

Tadd Thomas  
Advantage Feedyard, LLC  
P.O. Box 68  
Sterling, CO 80751

Subject: Response to September 27, 2023 Inspection Violations

Dear Mr. Thomas:

On February 6, 2024, **the Colorado Department of Public Health and Environment's** Environmental Agriculture Program (Ag Program) received a response from Advantage Feedyard LLC (facility) regarding the three violations **identified during the State's** inspection of the facility on September 27, 2023.

After reviewing the responses, the Ag Program finds violations 31, 32, and 72 to be adequately addressed as described below:

- Violation 31 and 32 was addressed by providing documentation prepared by **Derald Land, P.E., demonstrating that facility's conveyance structures** are appropriately sized for the designed storm event. This documentation is now being kept with the Facility Management Plan (FMP) documentation.
- Violation 72 was addressed by providing photographs showing that the weeds observed during the inspection inside the embankments of Pond 1 and Pond 2 have been controlled through spraying so that the weekly inspections of the condition of the clay liner can be properly completed. The facility indicated in the response that the spraying of the weeds occurred the week of October 2, 2023.

The facility must make control of the weeds around the impoundment embankments a priority so that visual inspections of the exposed portions of the liner can be consistently completed. These inspections allow the facility to identify physical changes or deficiencies that may affect the integrity of the liner.

As a reminder, when physical changes or deficiencies are identified during the inspections, corrections shall occur within 30 days of being identified, unless documentation of why the corrective action was not completed within 30 days is included in the facility records.





Additionally, the facility provided an update in their response to an observation that was included in the September 2023 inspection report, the wastewater depth of Pond 1 was returned below the pump-down level after the rain events in 2023.

The **facility's** submittal of a complete response, addressing all the violations identified during the inspection, returns to the facility to compliance.

Thank you for your attention to these important matters. If you have any questions please feel free to contact me at 303-693-3523 or at [thaine.kramer@state.co.us](mailto:thaine.kramer@state.co.us).

Sincerely,

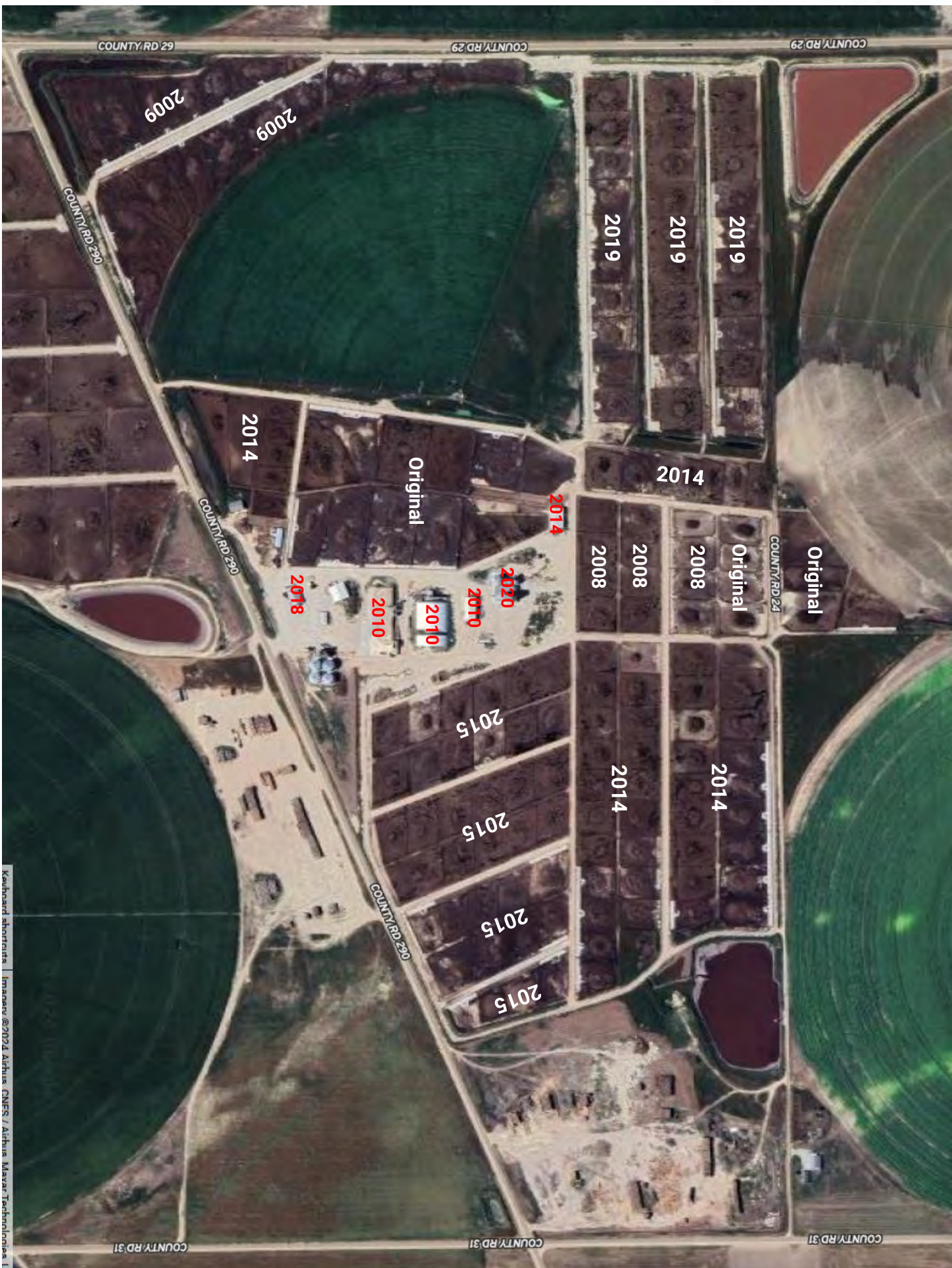


Thaine Kramer  
Environmental Agriculture Program

ec: Dave Kucera, Regional Manager, Seetje Agri Services & Engineering, Inc.  
Chad DeVolin, Program Manager, Environmental Agriculture Program, CDPHE  
Permit File- CONPC0313



## Year improvements and/or pens constructed







Feedlot Drainage To Ponds

Keyboard shortcuts: [Imagery](#) / [Aerial](#) / [CNFS](#) / [Aerial](#) / [Maxar](#) / [Technologies](#) / [LI](#)



Continuous Flow Waterer Drains



Keyboard shortcuts | Inmaperv ©2024 Airbus CNES / Airbus Maxar Technologies LT

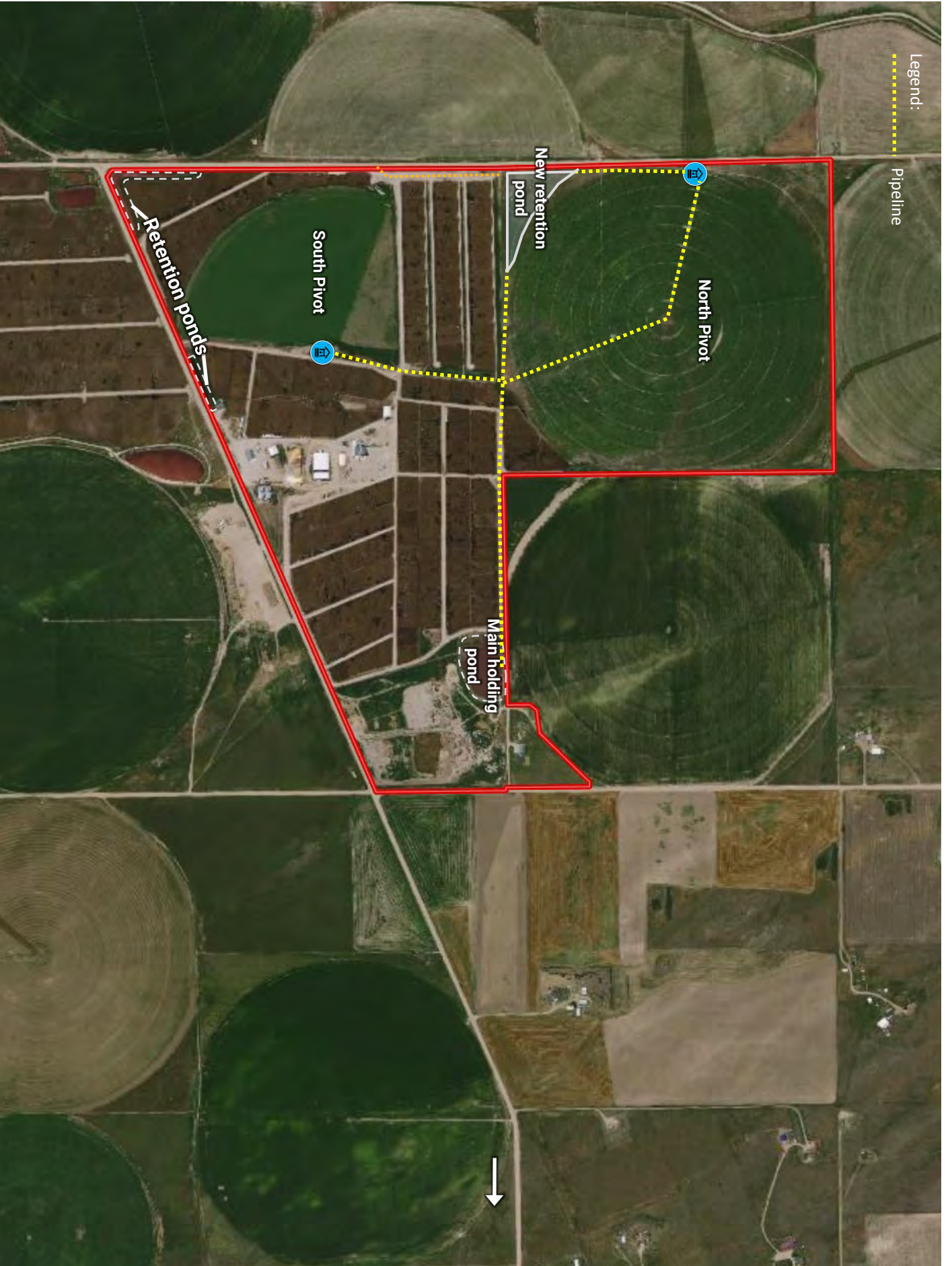




Livestock flow to processing facility



**Pipeline from main holding pond to new retention pond to pivots**



# Pen Dimensions and Bunk Measurements

## Advantage Feedyard, LLC

### Pen Dimensions and Bunk Measurements

Pen #	Width	Depth	Sq. Ft	Bunk Length	Head		
					Count @ 12"	Count @ 8"	Count @ 200 sq. ft
1	200	350	70000	186	186	279	350
2	220	350	77000	220	220	330	385
3	210	320	67200	210	210	315	336
4	200		30268	200	200	300	151
A	40	190	30268	40	40	60	151
B	40	170	30268	40	40	60	151
C	40	140	30268	40	40	60	151
D	40	120	30268	40	40	60	151
E	40	100	30268	40	40	60	151
F	40	80	30268	40	40	60	151
300	160	180	28800	160	160	240	144
301	160	180	28800	160	160	240	144
302	160	180	28800	160	160	240	144
303	160	180	28800	160	160	240	144
304	150	180	27000	150	150	225	135
305	150	180	27000	150	150	225	135
306	150	180	27000	150	150	225	135
307	150	180	27000	150	150	225	135
308	150	180	27000	150	150	225	135
309	150	180	27000	150	150	225	135
310	150	180	27000	150	150	225	135
311	150	180	27000	150	150	225	135
312	150	180	27000	150	150	225	135
313	150	180	27000	150	150	225	135
314	170	180	30600	170	170	255	153
500	160	200	32000	160	160	240	160
501	160	200	32000	160	160	240	160
502	160	200	32000	160	160	240	160
503	160	200	32000	160	160	240	160
504	160	200	32000	160	160	240	160
505	160	200	32000	160	160	240	160
506	170	200	34000	170	170	255	170
507	150	200	30000	150	150	225	150
508	150	200	30000	150	150	225	150
509	150	200	30000	150	150	225	150
510	150	200	30000	150	150	225	150
511	150	200	30000	150	150	225	150
600	170	220	37400	170	170	255	187
601	150	220	33000	150	150	225	165
602	150	220	33000	150	150	225	165
603	150	220	33000	150	150	225	165
604	150	220	33000	150	150	225	165
605	150	220	33000	150	150	225	165
606	200	200	40000	200	200	300	200
607	150	200	30000	150	150	225	150
608	150	200	30000	150	150	225	150

## Advantage Feedyard, LLC

### Pen Dimensions and Bunk Measurements

Pen #	Width	Depth	Sq. Ft	Bunk Length	Head	Head	Head
					Count @ 12"	Count @ 8"	Count @ 200 sq. ft
609	150	200	30000	150	150	225	150
610	150	200	30000	150	150	225	150
700	185	200	37000	185	185	278	185
701	150	200	30000	150	150	225	150
702	150	200	30000	150	150	225	150
703	150	200	30000	150	150	225	150
704	150	200	30000	150	150	225	150
705	160	200	32000	160	160	240	160
706	150	200	30000	150	150	225	150
707	150	200	30000	150	150	225	150
708	150	200	30000	150	150	225	150
800	150	200	30000	150	150	225	150
801	150	200	30000	150	150	225	150
802	150	170	25500	150	150	225	128
803	150	150	22500	150	150	225	113
212	140	180	25200	140	140	210	126
211	140	180	25200	140	140	210	126
210	140	180	25200	140	140	210	126
209	150	180	27000	150	150	225	135
208	140	180	25200	140	140	210	126
207	140	180	25200	140	140	210	126
206	140	180	25200	140	140	210	126
205	140	180	25200	140	140	210	126
204	140	180	25200	140	140	210	126
203	150	180	27000	150	150	225	135
202	135	180	24300	135	135	203	122
201	140	180	25200	140	140	210	126
200	135	180	24300	135	135	203	122
40	140	200	28000	140	140	210	140
41	140	200	28000	140	140	210	140
42	100	200	20000	100	100	150	100
43	100	200	20000	100	100	150	100
44	110	200	22000	110	110	165	110
45	100	200	20000	100	100	150	100
46	110	200	22000	110	110	165	110
100	130	200	26000	130	130	195	130
101	140	200	28000	140	140	210	140
102	130	200	26000	130	130	195	130
103	150	200	30000	150	150	225	150
104	140	200	28000	140	140	210	140
105	150	200	30000	150	150	225	150
106	140	200	28000	140	140	210	140
107	140	200	28000	140	140	210	140
108	120	200	24000	120	120	180	120
109	160	200	32000	160	160	240	160
110	140	200	28000	140	140	210	140

## Advantage Feedyard, LLC

### Pen Dimensions and Bunk Measurements

Pen #	Width	Depth	Sq. Ft	Bunk Length	Head	Head	Head
					Count @ 12"	Count @ 8"	Count @ 200 sq. ft
111	140	200	28000	140	140	210	140
112	140	200	28000	140	140	210	140
1008	140	220	30800	140	140	210	154
1007	140	220	30800	140	140	210	154
1006	140	220	30800	140	140	210	154
1005	140	220	30800	140	140	210	154
1004	120	220	26400	120	120	180	132
1003	140	220	30800	140	140	210	154
1002	140	220	30800	140	140	210	154
1001	180	220	39600	180	180	270	198
1000	120	220	26400	120	120	180	132
12	130	220	28600	130	130	195	143
13	130	220	28600	130	130	195	143
14	120	220	26400	120	120	180	132
15	120	220	26400	120	120	180	132
H5	50	100	5000	50	50	75	25
H6	50	100	5000	50	50	75	25
7	130	200	26000	100	100	150	130
8	110	240	26400	110	110	165	132
9	110	300	33000	110	110	165	165
10	180	270	48600	135	135	203	243
11	270	300	81000	260	260	390	405
16	240	240	57600	200	200	300	288
17	220	240	52800	200	200	300	264
18	200	300	60000	200	200	300	300
19	220	300	66000	200	200	300	330
20	340	300	102000	320	320	480	510
21	340	240	81600	280	280	420	408
22	310	180	55800	270	270	405	279
R1	100	160	16000	100	100	150	80
R2	100	160	16000	100	100	150	80
R3	100	160	16000	100	100	150	80
R4	100	160	16000	100	100	150	80
R5	100	160	16000	100	100	150	80
R6	160	400	64000	160	160	240	320
R7	170	400	68000	170	170	255	340
400	170	420	71400	170	170	255	357
401	160	360	57600	170	170	255	288
402	140	300	42000	170	170	255	210
403	150	240	36000	170	170	255	180
404	140	200	28000	170	170	255	140
405	220	200	44000	170	170	255	220
H7	60	80	4800	60	60	90	24
H8	60	80	4800	60	60	90	24
2000	150	220	33000	150	150	225	165
2001	150	220	33000	150	150	225	165



## Advantage Feedyard, LLC

### Pen Dimensions and Bunk Measurements

Pen #	Width	Depth	Sq. Ft	Bunk Length	Head	Head	Head
					Count @ 12"	Count @ 8"	Count @ 200 sq. ft
2002	150	220	33000	150	150	225	165
2003	150	220	33000	150	150	225	165
2004	150	220	33000	150	150	225	165
2005	150	220	33000	150	150	225	165
2006	150	220	33000	150	150	225	165
2007	150	220	33000	150	150	225	165
2008	150	220	33000	150	150	225	165
2009	220	220	48400	175	175	263	242
3000	150	220	33000	150	150	225	165
3001	150	220	33000	150	150	225	165
3002	150	220	33000	150	150	225	165
3003	150	220	33000	150	150	225	165
3004	150	220	33000	150	150	225	165
3005	150	220	33000	150	150	225	165
3006	150	220	33000	150	150	225	165
3007	150	220	33000	150	150	225	165
3008	150	220	33000	150	150	225	165
3009	190	220	41800	150	150	225	209
4000	150	220	33000	150	150	225	165
4001	150	220	33000	150	150	225	165
4002	150	220	33000	150	150	225	165
4003	150	220	33000	150	150	225	165
4004	150	220	33000	150	150	225	165
4005	150	220	33000	150	150	225	165
4006	150	220	33000	150	150	225	165
4007	150	220	33000	150	150	225	165
4008	150	220	33000	150	150	225	165
4009	150	220	33000	150	150	225	165
25	360	120	43200	180	180	270	216
26	150	120	18000	150	150	225	90
27	150	130	19500	150	150	225	98
28	200	200	40000	175	175	263	200
29	220	180	39600	205	205	308	198
30	205	200	41000	205	205	308	205
31	205	290	59450	205	205	308	297
32	205	340	69700	205	205	308	349
33	280	340	95200	280	280	420	476
34	290	290	84100	205	205	308	421
35	360	220	79200	205	205	308	396
				26316	26316	39474	30062



RECHARGE CREDIT ASSIGNMENT

September 12, 2017

FOR VALUE RECEIVED, The Estate of Allen Mitchek deceased, whose legal address is P.O. Box 71 Sterling CO 80751 and/or its assigns ("Seller"), hereby sells, grants, transfers and assigns unto Advantage Land and Livestock, LLC, a Colorado Limited Liability company ("Purchaser"), one half (50%) of all of Seller's right, title and interest in and to any and all recharge credits created due to the Agreement by and between Allen Mitchek and the North Sterling Irrigation District dated November 12, 2003 attached as Exhibit A and recorded in the records of Logan County Colorado reception # 676419 (the "Credits") representing Seller's equitable and proportionate interest in the Credits, any and all associated structures and equipment used for or associated with the diversion, conveyance, measurement, storage, or use of said Credits, and all easements, rights-of-way, licenses, permits, contract rights, and governmental approvals therefor or pertaining thereto and represented by the Credits. Seller hereby authorizes and empowers the secretary of said the North Sterling Irrigation District to effectuate this transfer on the books of the North Sterling Irrigation District.

Estate of Allen Mitchek Deceased

By: [Signature]

Name: Dick Dixon

Title: Personal Representative to the Estate of Allen Mitchek deceased

STATE OF COLORADO )  
County of Logan ) ss.

The foregoing Recharge Credit Assignment as acknowledged before this 12<sup>th</sup> day of September 20 17, by Dick Dixon, as Personal Representative of The Estate of Allen Mitchek.

WITNESS my hand and official seal.

My commission expires: 8/16/21

[Signature]  
Notary Public

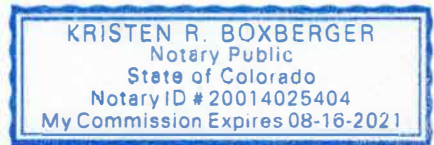


Exhibit A to the Recharge Stock Assignment



676419 04/26/2006 11:05A B964 P475 AGR  
1 of 7 R 36.00 D 0.00 N 0.00 Logan County CO

Agreement NO: R-11

**AGREEMENT**

*(Recharge facilities to be used by the North Sterling Irrigation District)*

THIS AGREEMENT is entered into by and between THE NORTH STERLING IRRIGATION DISTRICT, (the "District") whose address is 112 North 8<sup>th</sup> Avenue, Post Office Box 103, Sterling, Colorado 80751, and Allen Mitchek (hereinafter referred to as the "Owner"), whose address is 247 Sierra Vista, Sterling, Colorado 80751.

WITNESSETH:

WHEREAS, the District operates a plan for augmentation pursuant to an application filed in Case No. 96CW1034 in the Water Court in and for Water Division No. 1 (hereinafter referred to as the "Augmentation Plan"), and other supplemental and additional decrees; and

WHEREAS, the Owner owns the land described on the attached Exhibit A (hereinafter referred to as "the Property"); and

WHEREAS, the Parties have agreed to terms and conditions for the District's diversion of water and delivery of the water to the Property to recharge the groundwater of the South Platte River.

THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. Construction of Water Recharge Facilities. The District shall design, construct, and operate a diversion structure in the North Sterling Inlet Canal or Outlet Canal (hereinafter collectively referred to as the "North Sterling Canal") at its sole expense. The Owner shall assume no responsibility for the design and operation of this structure. The Owner shall be solely and exclusively responsible for the construction of the recharge facility, or facilities, other water storage facilities, and the necessary ditch(es) or flume(s) leading to the recharge facility or facilities, or other water storage facilities (hereinafter collectively referred to as "the Recharge Facilities"). To the extent the delivery of water from the North Sterling Canal to the Recharge Facilities requires any agreements with third parties, the Owners shall be solely and exclusively responsible for obtaining such agreements, and any costs associated with entering into such agreements. The Recharge Facilities shall not be lined and shall allow for water to percolate out of the bottom and sides of the Recharge Facilities. After construction of said Recharge Facilities, the Owner shall provide the District with diagrams showing the dimensions of the Recharge Facilities and their location on the Property, as well as diagrams showing the capacity of the Recharge Facilities at different elevations of water storage and the amount of exposed surface area at different elevations of water storage. The Owner shall be solely and exclusively responsible for the payment of all costs of constructing and maintaining the Recharge Facilities as they are located on the Property. Additionally, the Owner shall pay the cost of installation and maintenance of a water flow recorder on the flume or



ditch from the North Sterling Canal to the Recharge Facilities. The District shall not be obligated to pay for any of the costs of construction of or maintenance of the Recharge Facilities or ditches utilized in carrying water from the North Sterling Canal to the Recharge Facilities. The District shall have access to the Property for the verification of the quantities of water stored in the Recharge Facilities and as may be required to fulfill the terms of any Court decree regarding the use of Recharge Facilities.

2. Ownership of the North Sterling Canal. The District is the sole and exclusive owner of the North Sterling Canal and the water delivered through the North Sterling Canal to the Recharge Facilities pursuant to this Agreement. The terms and conditions of this Agreement and the delivery of water to the Property in no way constitutes any ownership right in said canal in Owner, or any third-party that the Owner or the District may contract with, in the North Sterling Canal or the water delivered through the North Sterling Canal.
3. Delivery of Water. The District shall have the first right to deliver water into the Recharge Facilities, except that Owner may place water in the Recharge Facilities that it either owns or leases. The determination as to when and as to whether to deliver the augmentation water to the Recharge Facilities shall be in the sole and exclusive discretion of the District. At no time shall the District be obligated to deliver augmentation water to the Recharge Facilities on the Property. The water delivered to the Recharge Facilities shall consist of: (1) water associated with a new water right to be contained in the Water Court application to be filed pursuant to this Agreement ("Augmentation Water"); (2) water from North Sterling Reservoir carried in the North Sterling Canal ("Reservoir Water"); and, (3) any other water that may be delivered by the District to the Recharge Facilities. (The Reservoir Water, Augmentation Water, and other water will collectively be referred to as "Recharge Water"). The determination as to whether Recharge Water shall be delivered to the Recharge Facilities shall be in the sole and exclusive discretion of the District. Under no circumstances shall the District be obligated to specifically deliver the Recharge Water to the Recharge Facilities.
4. Use of Recharge Water. None of the Recharge Water delivered by the District to the Recharge Facilities shall be removed by the Owner from the ditch or flume used for delivery or from the Owners' Recharge Facilities, and the Recharge Water shall only be delivered to the Recharge Facilities. Under no circumstances shall the Recharge Water be used for irrigation of crops or other purposes.
5. Compensation. The District shall not pay any direct monetary or other compensation to the Owner for the delivery of the Recharge Water to the Recharge Facilities. With respect to all Recharge Water delivered to the Recharge Facilities by the District, the District shall allocate and assign to the Owner fifty percent (50%) of the Recharge Water, as determined by the District and the appropriate water administration officials, to accrue to the South Platte River during each subsequent calendar month. The Recharge Water delivered to the South Platte River is herein referred to as "Recharge Credits." The District shall own any Recharge Credits generated during the delivery of water to the Recharge Facilities by the seepage of Recharge Water out of the North Sterling Canal.



Subject to the above provisions, the District shall own all of the Recharge Water and Recharge Credits, or other credits generated by use of the Recharge Facilities and the District shall own all of the Recharge Water stored by the District in the Recharge Facilities. Except as provided above, the Owner shall have no claim to the Recharge Water or Recharge Credits generated by storage of the Recharge Water in the Recharge Facilities. The Owner may use any or all of the Owner's Recharge Credits as they choose, including but not limited to, satisfying any augmentation needs of the Owner or selling any excess Recharge Water. The District and the Owner agree that at any time when one party has Recharge Credits at a time or a location which are not useable by the party, the other party may trade the Recharge Credits attributable to that party for the Recharge Credits owned by, but not useable by, the other party. Upon such trade, there shall be no other compensation paid by the parties. In the event that one party has Recharge Credits that are not useable by the party and the party wishes to sell the Recharge Credits, the selling party shall offer to sell the Recharge Credits to the other party. The offer may be oral and need not be confirmed in writing. The parties shall agree to the terms and conditions of the sale at the time of acceptance of the offer. To the extent the selling party intends to sell the credits to a third party, the offer to sell the Recharge Credits to the other party shall include all of the terms and conditions of the sale to the third party, and the other party must meet all of the terms and conditions in order to complete a sale. The offer to sell and trade Recharge Credits shall only pertain to the water delivered to the Recharge Facilities and shall not pertain to any other replacement water delivered to the South Platter River by the District. Upon request by the Owner, the District will assist the Owner in identifying potential purchasers or lessees of any excess Recharge Water and assist the Owner in completing any documentation associated with any transaction regarding excess Recharge Water, including purchase by the District and related entities. To defray costs and expenses incurred by the District for any transaction regarding excess recharge water in which the District has assisted, the District shall receive an amount equal to ten percent (10%) of the monetary or other payment received by the Owners.

6. Repair and Maintenance. The District shall have the sole and exclusive responsibility for maintenance and repair of the diversion structure located in the North Sterling Canal. The Owner shall have the sole and exclusive responsibility for maintenance and repair of the Recharge Facilities. Entering into this Agreement does not constitute consent by the District to Owner's constructing any new headgates or other diversions out of the North Sterling Canal.
7. Liability. The Owner has sole and exclusive responsibility for any damages to persons or property resulting from the construction, repair, maintenance, operation and use of the Recharge Facilities located on the Property, including but not limited to, damages due to overtopping of the Recharge Facilities, seepage from the Recharge Facilities, or persons falling into said Recharge Facilities.
8. Water Court Proceedings. The Parties recognize and acknowledge that the terms and conditions of this Agreement require the filing of an application for approval of plan for augmentation, including determinations of water rights, with the Water Court for Water



Division No. 1 (hereinafter referred to as "Application").

1. Water Court Approval. The District shall file said Application, or file an amendment to the application pending in Case No. 96CW1034 in the District Court in and for Water Division No. 1 ("Water Court") to obtain approval of a plan for augmentation which includes approval of the operation of the Recharge Facilities on the Property. The Owner consents to the inclusion of the Recharge Facilities in the Water Court Proceedings and agrees to be bound by the determination of the Water Court, and any appeals of the decision of the Water Court. The Owner understands and agrees that the District shall have the sole and exclusive authority to choose the legal counsel and other consultants for completion of the Water Court application, except that the Owner may have legal counsel selected by the Owner and paid for by the Owner participating in the Water Court Proceedings in support of the application. The District shall also file, as needed, applications for approval of substitute water supply plans pursuant to the provisions of Section 37-92-308, C.R.S., prior to the time the Water Court enters a decree regarding the plan for augmentation. In the event that said Application is denied by the Water Court or withdrawn by the District, this Agreement shall terminate and the District shall have no further obligation to the Owner unless agreed to in writing and executed by the parties herein.
2. Water Court Proceeding Fee. Upon signing of this Agreement, the Owner agrees to pay to the District an amount equal to \$300.00 for inclusion of all Recharge Facilities to be built on the Property specified on Exhibit A. The fee shall be used to pay attorneys' fees, engineering fees, and other costs and expenses incurred by the District in completing the Water Court Proceeding. The District may assess additional fees during the course of the Water Court Proceeding as may be required to pay the expenses incurred by the District in completion of the Water Court Proceeding. Any additional fees for this specific recharge facility shall be based upon expenses incurred for all recharge facilities divided by the number of recharge facilities named in the augmentation plan. The additional fees calculated for this specific recharge facility shall be divided between the District and the Owner according to the percentages set forth in paragraph 5.
3. Failure to Pay Fees. In the event the Owner does not pay the fees within thirty days of the due date, the Owner shall pay an additional late fee of ten percent of the outstanding fee. In the event the Owner shall not pay any outstanding fee within sixty days of the due date, the District shall have no obligation to provide any water to the Recharge Facilities for the benefit of the Owner, and the District may file with the Clerk and Recorder of the applicable county a Notice of Lien, which lien shall remain in effect until the Owner pay the outstanding fee, late charges and all other costs of collection incurred by the District. The lien may be foreclosed in the same manner as any other lien under Colorado law.
9. Subsequent Water Court Proceedings. In the event the Owner intends to file any subsequent application in Water Court to adjudicate the use of the Recharge Water that is



the subject of this Agreement, the District shall be advised of the proposed application and the District may, in its discretion, be named as a co-applicant or file a statement of opposition to the application to ensure that the final decree is consistent with the terms of this Agreement. Any fees or expenses for professional or other services required by either party arising out of any subsequent Water Court proceedings shall be paid by the party contracting for such services.

10. Term. Except for termination as contemplated in Section 1 of Paragraph 8, the Parties agree that the initial term of this Agreement shall be forty (40) years from the effective date. The Agreement shall automatically renew for an additional forty (40) year period unless either party provides notice of the intent to terminate the Agreement to the other party at least five (5) days before the date of termination. In the event notice of termination is provided to the other party, the Agreement termination date shall be forty (40) years from the effective date of this Agreement. If no notice of termination is provided, the Agreement shall be renewed for an additional forty (40) year period.
11. Notices. Notices shall be deemed to have been delivered upon receipt by the other party, unless the notice is returned and no forwarding address provided to the other party, and then notice shall be deemed to have occurred upon mailing. Any notices required by this Agreement shall be sent to the addresses specified above, or such other addresses as the parties may indicate in writing, by postage prepaid, certified or registered mail.
12. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to any person or entity, other than the Owners, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof. All covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of the Owners shall be for the sole and exclusive benefit of the Owners.
13. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not govern or influence the interpretation of the Agreement.
14. Colorado Law. Both parties agree that the terms and conditions of the Agreement, and any disputes arising out of said agreement, or pertaining to said Agreement, shall be governed by the laws of the State of Colorado.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No change or addition is to be made to this Agreement, except by a written and signed agreement executed by the parties.
16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, legal representatives and assigns. The parties may execute duplicate originals of this Agreement and each duplicate original shall be effective. This Agreement shall be recorded in the office of the Logan County Clerk and Recorder.





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6 of 7 R 36.00 D 0.00 N 0.00 Logan County CO

17. Effective Date. This Agreement shall be effective on the last date it is approved by the parties.

OWNER

By: Allen Mitchek  
Allen Mitchek

Date: 10-17-2003

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Logan )

Subscribed and sworn to before me this 17<sup>th</sup> day of Oct., 2003, by Allen Mitchek. Witness my hand and official seal.

My commission expires: Jan. 21, 2006



Notary Public M. Louise Williams

THE NORTH STERLING IRRIGATION DISTRICT

By: Gordon Schuppe  
Gordon Schuppe, President

Attest:

Date: Nov 12, 2003

By: James T. Yahn  
James T. Yahn, Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Logan )

Subscribed and sworn to before me this 12 day of November, 2003, by Gordon Schuppe as President, and James T. Yahn as Secretary, of The North Sterling Irrigation District. Witness my hand and official seal.

My commission expires: 10/10/04



Notary Public  
Becky Santomaso



676419 04/26/2006 11:05A B964 P475 AGR  
7 of 7 R 36.00 D 0.00 N 0.00 Logan County CO

**EXHIBIT A**

Mitchek Pond No. 1 (Sand Creek)

Located in the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 27, Township 8 North, Range 53 West of the 6<sup>th</sup> P.M.

Mitchek Pond No. 2,3,4,5,6

Located in the Southwest  $\frac{1}{4}$  of Section 4, the Southeast  $\frac{1}{4}$  of Section 5, the North  $\frac{1}{2}$  of Section 8, and the East  $\frac{1}{2}$  of Section 8, all in Township 7 North, Range 53 West of the 6<sup>th</sup> P.M.

736380 10/19/2017 01:49 PM B: 01024 P: 554  
Page: 1 of 2 R \$18.00 D \$0.00 T \$18.00  
Pamela M. Bacon Clerk & Recorder, Logan County, Co

State Documentary Fee  
Date 10-19-2017  
\$ BL1024 P25

101717 913am

**PERSONAL REPRESENTATIVE'S DEED  
(TESTATE ESTATE)**

THIS DEED is made by **Dick Dixon**, as *Personal Representative of the Estate of Allen R. Mitchek, Deceased*, Grantor, to **Advantage Land & Livestock, LLC**, a Colorado limited liability company, Grantee, whose mailing address is **14527 County Road 24, Sterling, CO 80751**.

WHEREAS, the above-named decedent in his lifetime made and executed his Last Will and Testament dated **March, 25, 2011**, which Will was duly admitted to informal probate on **December 19, 2016**, by the District Court in and for the County of **Logan**, and State of **Colorado**, *Probate No. 2016PR030089*;

WHEREAS, the above-named decedent was also known as **Allen Roy Mitchek** and as **Allen Mitchek**;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on **December 19, 2016**, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee, **Advantage Land & Livestock, LLC**, a Colorado limited liability company, for and in consideration of **\$10.00 and other good and valuable consideration (\$10.00 + ovc)**, the following described real property situate in the County of **Logan**, State of **Colorado**:

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 0°30'50" EAST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1171.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°19'50" WEST A DISTANCE OF 1903.24 FEET; THENCE SOUTH 39°58'35" EAST A DISTANCE OF 1345.33 FEET; THENCE SOUTH 87°25'05" EAST A DISTANCE OF 1049.32 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE NORTH 0°30'50" WEST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1056.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.00 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 27, reserving, however, unto the Grantor, its successors and assigns forever, a perpetual non-exclusive easement for the discharge of storm water through the existing pipe from Sage Pointe that has historically discharged storm water into Sand Creek including access to and rights of ingress and egress to operate, maintain, repair and replace said pipeline, it being the Grantor's sole obligation upon completion of any

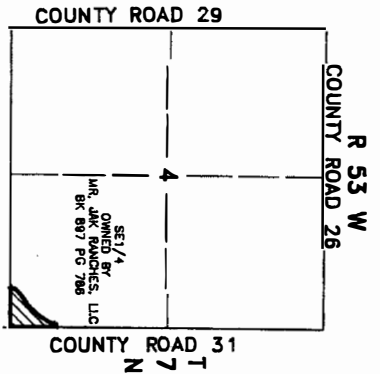




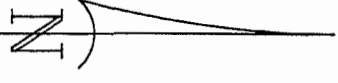
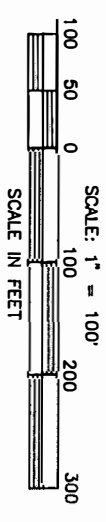


633652 09/03/2002 01:40P 8941 7708 PLAT SURVEY  
1 of 1 R 11:00 D 0.00 N 0.00 Logan County CO

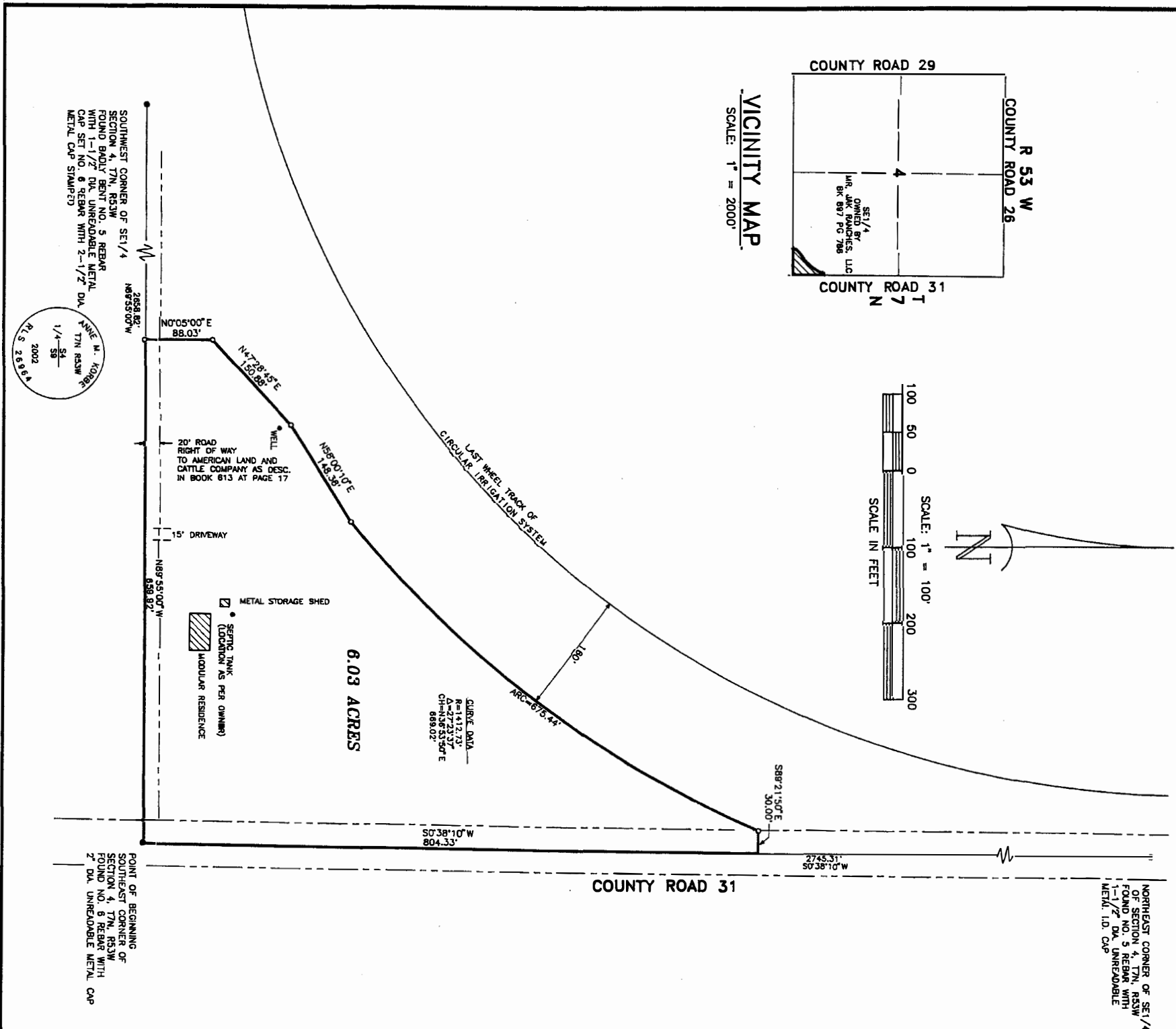
**SUBDIVISION EXEMPTION PLAT NO. 2002-10**  
for MR, JAK RANCHES, LLC



VICINITY MAP  
SCALE: 1" = 2000'



SCALE: 1" = 100'



NORTHEAST CORNER OF SET 1/4 OF SECTION 4, T7N, R53W 1-1/2\"/>

SOUTHWEST CORNER OF SET 1/4 SECTION 4, T7N, R53W FOUND BROAD BENT NO. 5 REBAR WITH 1\"/>

POINT OF BEGINNING SOUTHEAST CORNER OF SECTION 4, T7N, R53W FOUND NO. 8 REBAR WITH 2\"/>

**SURVEYOR'S STATEMENT**

I, ANNE M. KORBE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION, AND THE MONUMENTS SHOWN THEREON ARE CORRECTLY PLACED AND THE MEASUREMENTS WERE ACCURATELY MADE AND CONFORM TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: ANNE M. KORBE  
FOR AND ON BEHALF OF  
LEIBERT-MATTEE & ASSOCIATES, INC.  
R.L.E. NO. 28964  
APRIL 23, 2002



**DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4, THENCE NORTH 89°52' WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 692.92 FEET; THENCE NORTH 08°52' WEST A DISTANCE OF 692.92 FEET; THENCE SOUTH 47°28'55\"/>

**OWNER'S CERTIFICATE**

MR. JAK RANCHES, LLC BEING THE SOLE OWNER IN FEE OF THE ABOVE DESCRIBED PROPERTY, DOES HEREBY WAIVE THE SAME AS SHOWN ON THIS MAP.

MR. JAK RANCHES, LLC  
MANAGER

JUDITH A. KESTER  
NOTARY PUBLIC

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF September, 2002.  
MY COMMISSION EXPIRES: 3-31-05

**BOARD OF COUNTY COMMISSIONERS' CERTIFICATE**

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS 10th DAY OF August 2002.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST:  
COUNTY CLERK AND RECORDER

**PLAT NOTE**

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION NO. 00-001, ADOPTED SEPTEMBER 21, 1998, IN BOOK 005 AT PAGE 489 OF THE LOGAN COUNTY RECORDS. ALL PARTIES SHOULD BE AWARE OF ITS PROVISIONS.

**NOTES**

A TITLE SEARCH WAS NOT REQUESTED OR CONDUCTED BY ME FOR THIS PARCEL. THEREFORE ALL RECORDED RIGHTS-OF-WAY OR EASEMENTS MAY NOT BE SHOWN. BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTHWEST CORNER OF SECTION 4, T7N, R53W BEARS NORTH 89°52' WEST. THE SOUTHWEST AND SOUTHEAST CORNERS OF SAID BEARS ARE MONUMENTED AS SHOWN ABOVE. SET NO. 5 REBAR 2\"/>

**NOTICE**

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

REVISIONS	TITLE	DATE	BY	DR	BY	SHEET
	LEIBERT-MATTEE & ASSOCIATES, INC. P.O. BOX 442 910 SOUTH DIVISION AVENUE STERLING, CO 80751 970-522-1960	4-25-02	CR D.	DB	DB	1 of 1



Logan County Public Records Search

Data last updated: 03/20/2024

38052727100045

Total Value

08-53 SEC 27, STERLING, CO 80751

\$888

OVERVIEW

KEY INFORMATION

Parcel #	38052727100045	Account #	38052727100045
Owner	ADVANTAGE LAND & LIVESTOCK LLC		
Mailing Address	PO BOX 6880751-0068STERLINGCO		
Legal	PARC IN NE4 SEC 27; COMM NE4 COR; TH S0D30'50E ALG E LIN NE4 1171.18 TO TPOB; TH N89D19'50W 1903.24'; TH S39D58'35E 1345.33; TH S87D25'05E 1049.32; TH N0D30'50W ALG 1056.0' TO POB CONT 35 AC M/L 27-08-53		
Neighborhood	zzNeighborhood 734000	Class	-
Township	8N	Range	53W
Section	27	Subdivision	-
Tax District	107		
Analysis Area	0.00		

ASSESSMENT INFORMATION

	Actual	Assessed
Land	\$888	\$230
Improvement	-	-
Total	\$888	\$230

IMPROVEMENTS

No data to display

LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0	0.00	35.00	1524600.000000000	Agricultural	\$888

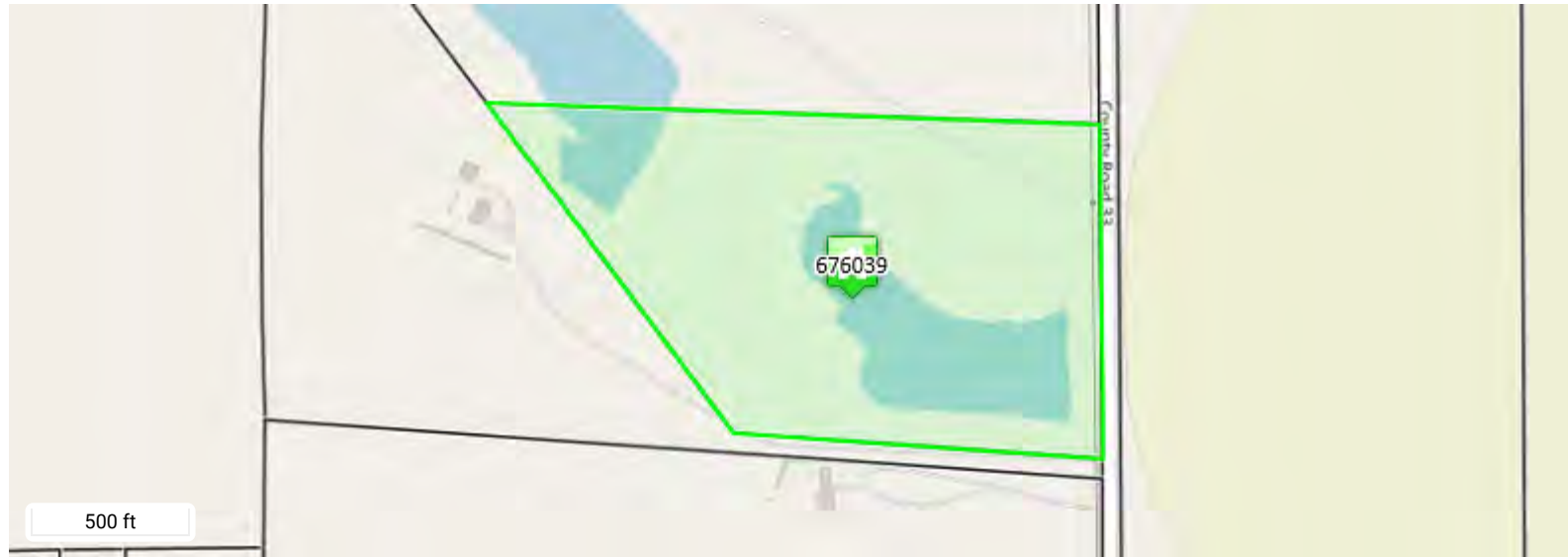
TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
10/19/2017	\$0	736382	PERSONAL REPRESENTAT(PR)	Buyer	MITCHEK ALLEN	-
10/19/2017	\$3,500,000	736380	PERSONAL REPRESENTAT(PR)	Buyer	ADVANTAGE LAND & LIVESTOCK LLC	-
06/26/1992	\$7,900	BP861509	UNKNOWN(UK)	Buyer	MITCHEK ALLEN THOMAS BILL	-
06/07/1976	\$0	513621	WARRANTY DEED(WD)	Buyer	MITCHEK ALLEN PASHBY JOEL M	-

TAX INFORMATION

Tax Year	2023
Statement #	16809
Total Taxes	\$12.98
First Half Due	\$12.98
Second Half Due	\$0.00

Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment



No Photo Available





# Logan County Public Records Search

Logan County Public Records Search

Data last updated: 03/20/2024

38073309200048

Total Value

14527 COUNTY ROAD 24, STERLING, CO 80751-8344

\$4,568,290

## OVERVIEW

### KEY INFORMATION

Parcel #	<b>38073309200048</b>	Account #	<b>38073309200048</b>
Owner	<b>ADVANTAGE LAND &amp; LIVESTOCK LLC</b>		
Mailing Address	<b>PO BOX 6880751-0068STERLINGCO</b>		
Legal	<b>SW4 04-07-53 &amp; N2 LYING N OF BNRR ROW 09-07-53</b>		
Neighborhood	<b>zzNeighborhood 734000</b>	Class	-
Township	<b>7N</b>	Range	<b>53W</b>
Section	<b>09</b>	Subdivision	-
Tax District	<b>122</b>		
Analysis Area	<b>0.00</b>		

### ASSESSMENT INFORMATION

	Actual	Assessed
Land	<b>\$483,639</b>	<b>\$131,510</b>
Improvement	<b>\$4,084,650</b>	<b>\$1,139,610</b>
Total	<b>\$4,568,289</b>	<b>\$1,271,120</b>

### IMPROVEMENTS

1296 - SINGLE-FAMILY RESIDENCE - RANCH

Style	<b>Ranch 1 Story</b>	Bedrooms	<b>3</b>	Full Baths	<b>1</b>
Half Baths	<b>1</b>	Year Built	<b>1924</b>	Year Remodeled	<b>1943</b>
Total Size	<b>1296</b>				

DETAIL TYPE	DETAIL	AREA / COUNT
Built-In Appliances	Automatic Appliance Allowance	0.00
Exterior Walls	Frame, Siding, Metal	0.00
Exterior Walls	Base Cost	0.00
Floor Cover	Automatic Floor Cover Allowance	0.00
Heating, Cooling & Ventilation	No HVAC	480.00
Heating/Cooling	Forced Air Furnace	0.00
Porches, Decks, Breezeways	Enclosed Porch, Solid Walls	42.00
Roofing	Composition Shingle	0.00

2460 - FARM IMPLEMENT BUILDING

165 - FARM UTILITY STORAGE SHED

2016 - LOAFING SHED

4900 - FARM IMPLEMENT BUILDING

5000 - FARM IMPLEMENT SHED

2400 - FREESTALL BARN

3000 - HANGAR, MAINT & OFFICE

28512 - MATERIAL STORAGE SHED

64 - OUTBUILDINGS

1 - OUTBUILDINGS

1 - OUTBUILDINGS

4412 - OUTBUILDINGS

17561 - OUTBUILDINGS

1552 - OUTBUILDINGS

1 - OUTBUILDINGS

918 - OUTBUILDINGS

5410 - OUTBUILDINGS

13300 - OUTBUILDINGS

1 - OUTBUILDINGS

8040 - OUTBUILDINGS

29510 - OUTBUILDINGS

5100 - OUTBUILDINGS

21000 - OUTBUILDINGS

1 - OUTBUILDINGS

20000 - OUTBUILDINGS



## LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0	0.00	111.00	4835160.000000000	Agricultural	\$255,300
2	0	0	0.00	79.00	3441240.000000000	Agricultural	\$63,391
3	0	0	0.00	18.00	784080.000000000	Agricultural	\$12,927
4	0	0	0.00	22.00	958320.000000000	Agricultural	\$17,864
5	0	0	0.00	161.00	7013160.000000000	Agricultural	\$123,957
6	0	0	0.00	14.00	609840.000000000	Agricultural	\$9,599
7	0	0	0.00	1.00	43560.000000000	Agricultural	\$601

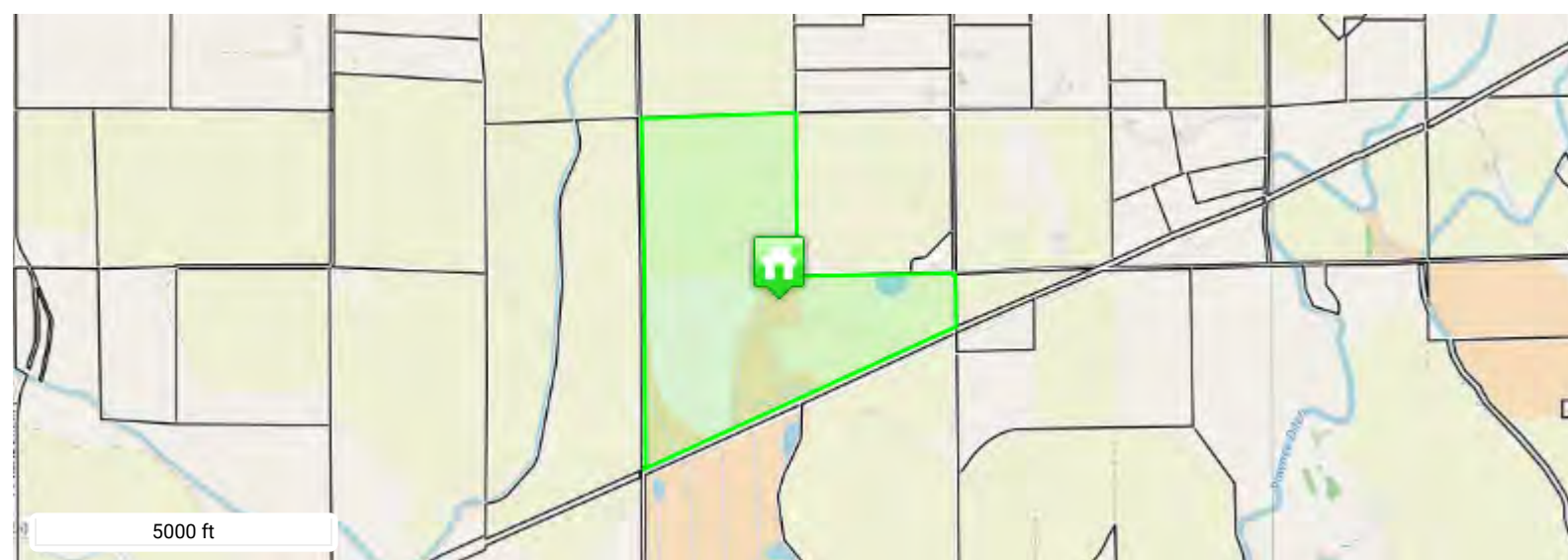
## TRANSFER HISTORY

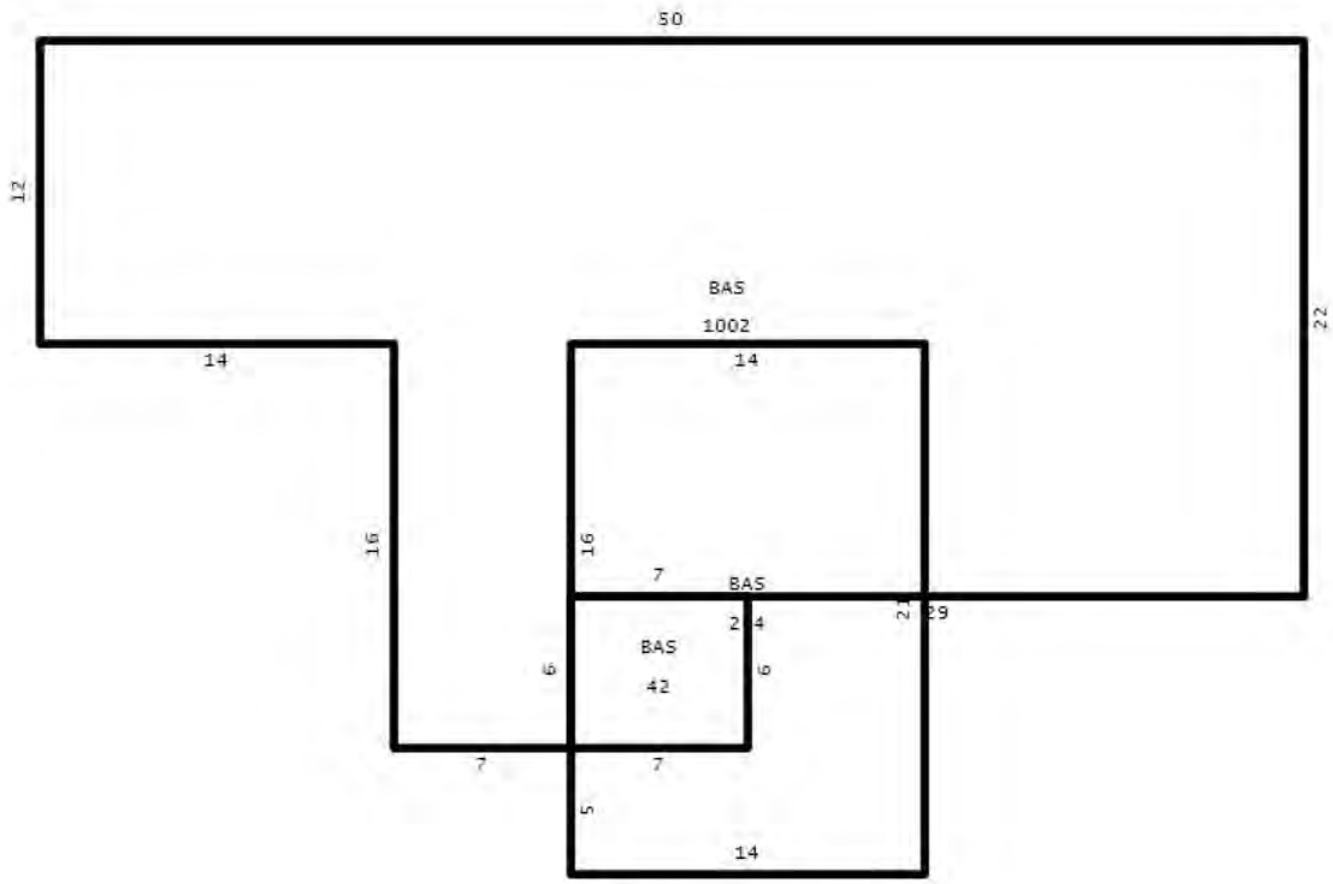
SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
09/12/2017	\$0	735853	SPECIAL WARRANTY DEED(SW)	Buyer	ADVANTAGE LAND & LIVESTOCK LLC	-
09/12/2017	\$3,500,000	735851	WARRANTY DEED(WD)	Buyer	ADVANTAGE LAND & LIVESTOCK LLC	-
09/12/2017	\$0	735852	QUIT CLAIM DEED(QC)	Buyer	ADVANTAGE LAND & LIVESTOCK LLC	-
08/15/2017	\$0	735410	TORRENS WITHDRAWAL(TW)	Buyer	ADVANTAGE LAND & LIVESTOCK LLC MITCHEK CATTLE COMPANY #2 LLC	-
07/17/2017	\$0	14740	TORRENS(T)	Buyer	MITCHEK CATTLE COMPANY #2 LLC	-
12/21/2012	\$0	712222	WARRANTY DEED(WD)	Buyer	MITCHEK CATTLE COMPANY #2 LLC	-
08/05/1997	\$371,500	BP912842	UNKNOWN(UK)	Buyer	MITCHEK ALLEN	-
11/15/1982	\$0	BP770299	UNKNOWN(UK)	Buyer	AMERICAN FARMS PARTN	-

## TAX INFORMATION

Tax Year	<b>2023</b>
Statement #	<b>17845</b>
Total Taxes	<b>\$71,747.10</b>
First Half Due	<b>\$35,873.55</b>
Second Half Due	<b>\$35,873.55</b>

Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment







# Logan County Public Records Search

Logan County Public Records Search

Data last updated: 03/20/2024

38073304400255

Total Value

11111 COUNTY ROAD 31, STERLING, CO 80751-8785

\$117,565

## OVERVIEW

### KEY INFORMATION

Parcel #	38073304400255	Account #	38073304400255
Owner	ADVANTAGE FEEDYARD LLC		
Mailing Address	PO BOX 6880751-0068STERLINGCO		
Legal	A PARCEL OF LAND IN SE4 04-07-53 DESC AS FOLLOWS; COMM AT SE COR SEC 4; TH N89D55'00W 659.92'; TH N0D05'00E 88.03'; TH N47D28'45E 150.88'; TH N58D00'10E 146.36' TO A PT ON CIRCULAR CURVE CONCAVE NWLY WHOSE DELTA ANG IS 27D23'37 AND WHOSE RADIUS IS 1412.73'; TH ALONG ARC OF CURVE 675.44' (THE CHORD BEARS N36D53'50E 669.02'); TH S89D21'50E 30.0'; TH S0D38'10W 804.33 TO POB CONT 6.03 AC M/L.04-07-53		
Neighborhood	GOOD TRACTS	Class	-
Township	7N	Range	53W
Section	04	Subdivision	LANDMODEL TR2
Tax District	122		
Analysis Area	0.00		

### ASSESSMENT INFORMATION

	Actual	Assessed
Land	\$85,185	\$5,710
Improvement	\$32,380	\$2,170
Total	\$117,565	\$7,880

## IMPROVEMENTS

### 2100 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2010	Year Remodeled	2010
Total Size	2100				

DETAIL TYPE	DETAIL	AREA / COUNT
Basement	Minimal Finish Area	864.00
Built-In Appliances	Automatic Appliance Allowance	0.00
Exterior Walls	Frame, Siding, Wood	0.00
Exterior Walls	Base Cost	0.00
Floor Cover	Automatic Floor Cover Allowance	0.00
Heating/Cooling	Forced Air Furnace	0.00
Roofing	Composition Shingle	0.00

### 504 - OUTBUILDINGS

### 504 - OUTBUILDINGS

## LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0	1.00	6.03	262667.000000000	Residential	\$85,185

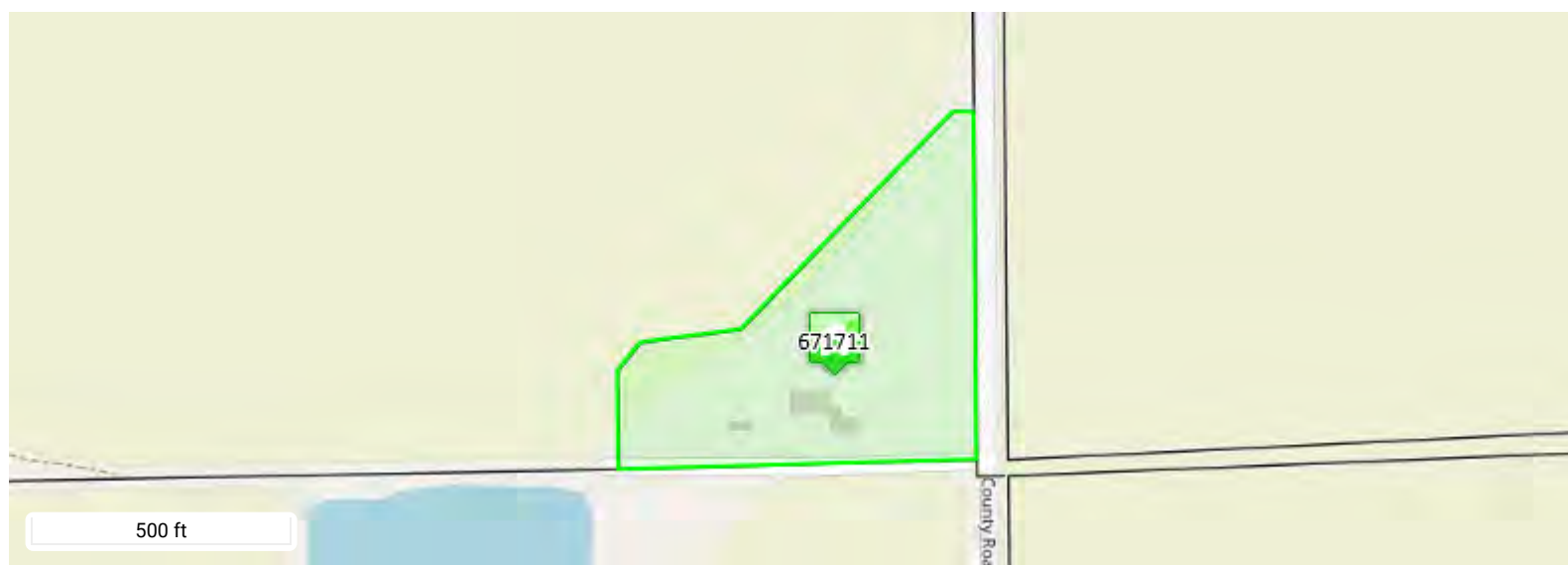
## TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
06/17/2016	\$125,000	729479	WARRANTY DEED(WD)	Buyer	ADVANTAGE FEEDYARD LLC	-
03/17/2003	\$100,000	656825	WARRANTY DEED(WD)	Buyer	STRATTON GARY W	-
09/03/2002	\$0	653652	SUBDIVISION REPLAT(RP)	Buyer	MR JAK RANCHES LLC	-

### TAX INFORMATION

Tax Year	<b>2023</b>
Statement #	<b>15089</b>
Total Taxes	<b>\$237.06</b>
First Half Due	<b>\$118.53</b>
Second Half Due	<b>\$118.53</b>

Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment



# No Photo Available



PARCEL  
 MHNEB9B01783S  
 MHNEB9B01783S

MAP/ROUTE  
 CARD NO.  
 1 OF 1  
 FIELD REVIEW FLAG

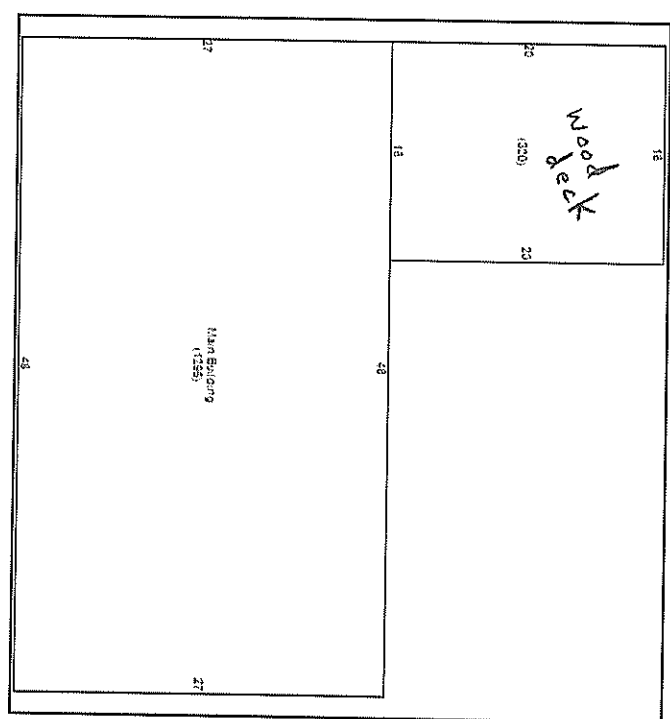
2022  
 TIEBACK

SKETCH VECTORS

ASSESS PRICE 85,745  
 ASSESSMENT 1 NONE  
 EAT 4 CONTRL W AC  
 LUMBING (TOT= 1,409  
 ) 10  
 1,375  
 0  
 0

A0C148027R48D27  
 A027132C116020R16D20

DWELLING COMPUTATIONS  
 SUB TOTAL 1,296  
 RADE FACTOR B 1,296  
 & D FACTOR X  
 DU AV  
 ASE RCN/SF 68.31 88,530  
 SER FACTOR 1.00 0.44  
 SER AMOUNT 0 0%  
 DITIONS RCNLD 1,175  
 ERCENT GOOD X 47%  
 UNCTIONAL DEP X %  
 CONOMIC DEP X %  
 CNLD PER SF 33.01 42,784  
 ERCENT COMPLETE X 100%  
 WELLING FACTOR X 1,000  
 SUB TOTAL\* 42,780



ROSS IMPRV. 0  
 OTAL CARD VALUE 42,780  
 ONDO BASE VALUE 0  
 ONDO ADJ. VALUE 0

LINE	LOW	1ST	2ND	3RD	AREA	YRBLT	EFFYR	GRADE	CDU	%COMP.	RSN	VALUE
0					1296							
1		33			320							2,500

OTAL LAND VALUE 0  
 OTAL BLDG VALUE 42,780  
 OTAL COST VALUE 42,780

PARCEL SUMMARY COST VALUE  
 OTAL LAND VALUE 0  
 OTAL BLDG VALUE 42,780  
 OTAL COST VALUE 42,780

URRRENT LAND 0 BUILDING 42,780 TOTAL 42,780 TYP YR CLASS OTHER BUILDING & YARD IMPROVEMENTS  
 SSESSED LAND 0 BUILDING 2,970 TOTAL 2,970 ON MODS CF %COMP MA% VALUE  
 EVIEW CODE 1 COST APPROACH REVIEWER ID REVIEWER ID REVIEWER ID REVIEWER ID  
 STIMATE LAND BUILDING TOTAL

EVIEW CODE REVIEWER ID REVIEWER ID REVIEWER ID REVIEWER ID  
 EVIEW DATE REVIEWER ID REVIEWER ID REVIEWER ID REVIEWER ID

ATA MAILER: SENT 00/00/00 RECEIVED 00/00/00 MAINTAINED ON 02-JUL-21



# CAFO Registration & Facility Management Plan



15460 NW 48th St. | Raymond, NE 68428

P 402.783.2100 F 402.783.2104

May 27, 2022

Thaine Kramer  
Colorado Department of Public Health & Environment  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

Reference:

CAFO Registration
Advantage Feedyard, LLC
SW ¼ of Section 9, Township 07N, Range 53W, Logan County, Colorado
Facility No. CONPC0313

Dear Mr. Kramer,

Please find enclosed the registration form for a Large Concentrated Animal Feeding Operation (CAFO) and the additional documents for the registration of Advantage Feedyard, LLC. The facility has constructed a new holding pond 3 to help collect runoff. Runoff will be collected in the main holding pond 1 and will be routed to the new holding pond 3 through new conveyance systems. Please feel free to contact me if you have any additional questions.

Sincerely,

Jacob Mayer

1	Registration Form
2	Standard Operating Procedure
3	Pond #3 Liner Certification
4	Facility Management Plan
5	Design Storm Calculations
6	Drawings & Calculations
7	Groundwater Setbacks
8	Other Records



Large CAFOs that have not obtained coverage under a discharge permit are required to register when animal numbers are above regulatory thresholds for 45 days or more in any 12 month period (Water Quality Control Commission Animal Feeding Operation Control Regulation 5 CCR 1002-81, Regulation No. 81). The threshold numbers are provided in section (I) below. A completed registration form must be submitted to the Colorado Department of Public Health and Environment’s Environmental Agriculture Program.

(A) Facility Legal Name: Advantage Feedyard, LLC

(B) Name of Legal Owner: Advantage Land & Livestock, LLC

(C) Name of Operator (if applicable): Advantage Feedyard, LLC (Tadd Thomas)

(D) Phone Number: (970)-526-1737 Email: \_\_\_\_\_

(E) Physical Address: 14527 CR 24 Sterling, CO 80571

(F) Mailing Address: PO Box 68 Sterling, CO 80571

(G) County Facility is Located in: Logan

(H) **Latitude and Longitude at the Entrance of the Facility** (Submit in decimal format to four decimal places).  
 Example: Latitude: N40.1234 Longitude W-102.5678) Coordinates may be obtained using a GPS unit, mapping software, Google Earth, or another verifiable method. Preferred datum is North American Datum of 1983 (NAD 83).

Latitude: 40° 35' 30" Longitude: 103° 18' 30"

(I) **Please provide the maximum number for each type of animal the facility confines in the production area (threshold numbers):**

Cattle, not dairy or veal (1,000): 25,000 Dairy Mature, incl. dry cows (700): \_\_\_\_\_

Dairy Heifers, weaned (1,000): \_\_\_\_\_ Veal Calves (1,000): \_\_\_\_\_

Sheep/lambs (10,000): \_\_\_\_\_ Horses (500): 10

Swine, over 55 lbs (2,500): \_\_\_\_\_ Swine, under 55 lbs (10,000): \_\_\_\_\_

Laying hens or broilers, with liquid manure system (30,000): \_\_\_\_\_

Laying Hens, other than liquid manure system (82,000): \_\_\_\_\_

Chickens other than laying hens, other than liquid manure system (125,000): \_\_\_\_\_

Other (specify type and number): \_\_\_\_\_

Date the facility began operating above the threshold numbers: \_\_\_\_\_





(J) Standard Operating Procedure (SOP) - required for removal of manure/sludge from impoundments in accordance with Regulation No. 81, section 81.7(3). A SOP template can be downloaded from the Environmental Agriculture Program's website at [www.colorado.gov/cdphe/cafos](http://www.colorado.gov/cdphe/cafos).

The facility has an approved SOP dated \_\_\_\_\_

A SOP is included with this registration.

(K) Copies of liner certifications and supporting documentation must be submitted to the Ag Program, and are required to be kept on-site at the facility for each impoundment that is utilized for wastewater. This documentation must be prepared by a professional engineer registered in the State of Colorado, and must certify that the provisions of Section 81.7(2) of Regulation No. 81 have been met.

**Note: At such time that any of the above information changes, the operator is required to submit to the Ag Program a revised registration by no later than 30 days after a change occurs.**

(L) Facility Management Plan (FMP) - In addition to the registration requirements, Regulation No. 81 requires the operator of a non-permitted Large CAFO to develop and implement a FMP upon being defined as a Large CAFO. The FMP needs to be complete, kept on-site at the facility, and available upon request. A FMP checklist can be downloaded from the Ag Program's website at [www.colorado.gov/cdphe/cafos](http://www.colorado.gov/cdphe/cafos) on the 'Forms' page.

By checking the following boxes, I certify that:

I have personally examined and am familiar with the information contained in the Facility Management Plan (FMP);

The information contained in the FMP is true, accurate, and complete to the best of my knowledge;

I am fully authorized to make this certification on behalf of the facility;

or,

The requirements of the FMP have not been implemented at the facility.

I Tadd Thomas, the Owner/Manager  
Name Title

of the facility named above, hereby verifies that this registration and Facility Management Plan is correct according to my knowledge. I am aware there are significant penalties including, but not limited to, possible fines and imprisonment for willfully submitting false, inaccurate or incomplete information.

Tadd Thomas  
Signature

05/31/2022  
Date

Please return the completed form to:

Colorado Department of Public Health and Environment  
Environmental Agriculture Program - DEHS A-2  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

Call (303) 692-3520 if you have any questions.

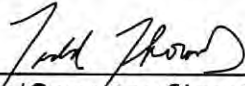






- 1) The top of the liner will be identified by one of the following methods prior to a manure/sludge removal event to ensure liner integrity is protected.
  - a) The facility will identify the top of the liner by surveying or measuring the total depth of the impoundment. A copy of the survey or site map with the measurements for each impoundment(s) will be kept with the SOP; **OR**
  - b) A staff gauge is installed in the impoundment(s) that indicates the top of the lagoon liner.
- 2) If the facility revises its SOP, the amended SOP will be submitted to the Ag Program for approval within 30 days of a change having been made.
- 3) After cleaning each impoundment the operator will conduct a visual inspection and certify that this approved SOP was followed. In the event that this SOP was not followed the operator will notify the Ag Program within 30 days of the removal event. The facility must make all certifications available on-site and submit them to the Ag Program upon request.
- 4) For concrete-lined impoundment(s) only, a certification for each removal event is not required where the operator implements the protocol below:
  - a) Drain and clean the impoundment every five years and use best professional judgment to determine whether the liner integrity is damaged such that the impoundment is no longer capable of having a maximum seepage rate of  $1 \times 10^{-6}$  cm/sec.
  - b) Within five days of this liner inspection certify that the impoundment remains capable of having a maximum seepage rate of  $1 \times 10^{-6}$  cm/sec. The certification shall include photographs supporting the determination.
  - c) If the impoundment is no longer capable of having a maximum seepage rate of  $1 \times 10^{-6}$  cm/sec, the operator shall:
    - i. Repair the impoundment within 30 days of the liner inspection so that the impoundment is capable of having a maximum seepage rate of  $1 \times 10^{-6}$  cm/sec.
    - ii. Within 14 days of the impoundment having been repaired, submit to the Ag Program evidence of the repair having been properly completed. The evidence shall consist either of photographs with accompanying written documentation or of other evidence approved by the Ag Program.

**Owner/Operator Certification**

 <hr style="border: 0; border-top: 1px solid black;"/>	05/31/22 <hr style="border: 0; border-top: 1px solid black;"/>	<b>Tadd Thomas</b> <hr style="border: 0; border-top: 1px solid black;"/>
Owner/Operator Signature	Date	Print Name

Upon approval by the Ag Program, this will be signed and returned to the facility with a copy of the SOP. The approved SOP must be available on-site and submitted to the Ag Program upon request.

<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>
Ag Program SOP Certification Approval Signature	Date	Print Name

# Advantage Feedyard, LLC

## Perm Sample Results Summary

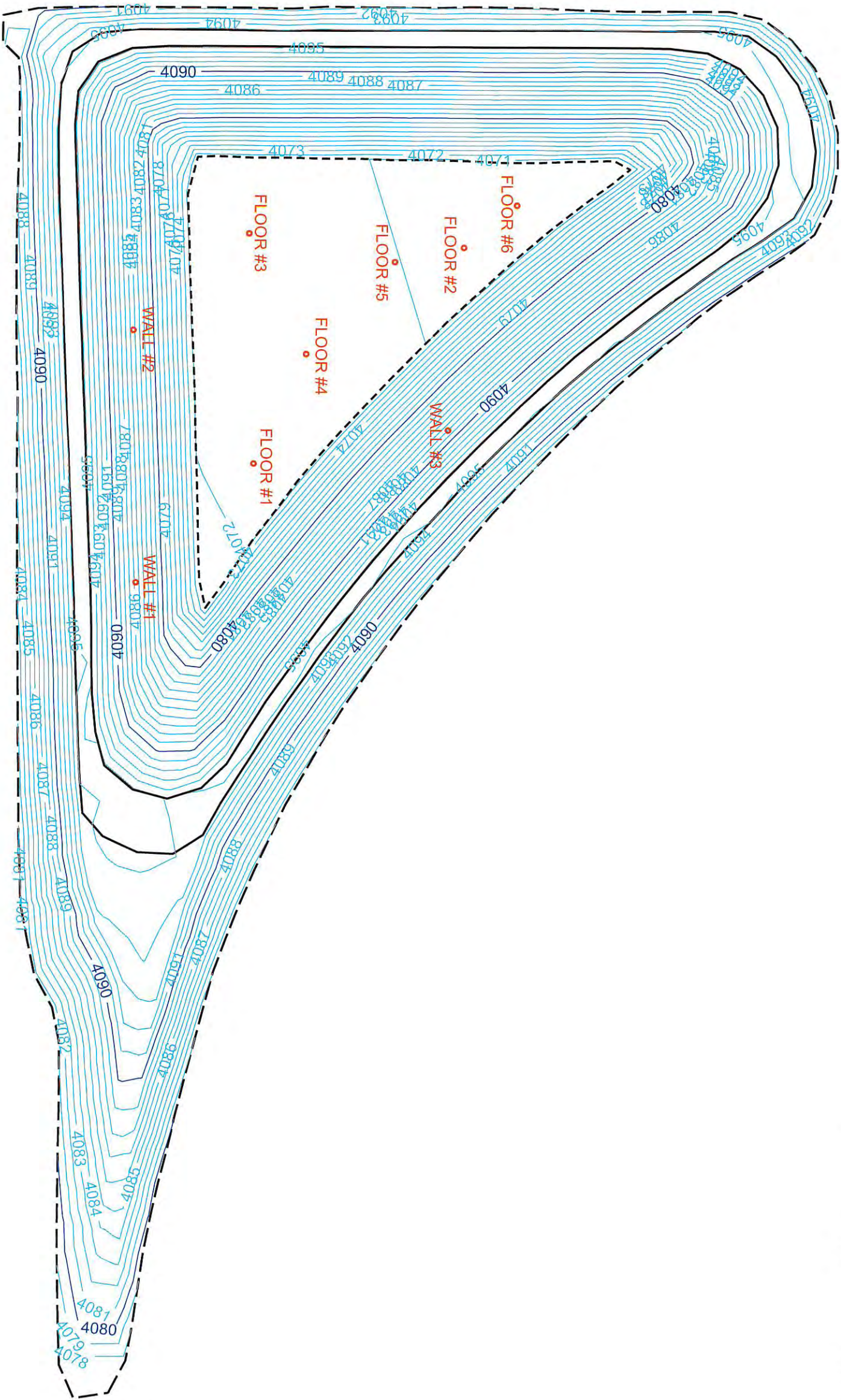
Sample #	Pond ID	Type of Sample	Seepage (in/day)	Liner Thickness (in)	Water Depth Head Pres (in)	k (cm/sec)	(cm/day)	k (in/day)	Results
Floor #1	Pond #3	Floor	0.1551	18	552	1.44E-07	0.0124	0.0049	Pass
Floor #2	Pond #3	Floor	0.1659	18	552	1.54E-07	0.0133	0.0052	Pass
Floor #3	Pond #3	Floor	0.0536	18	552	4.98E-08	0.0043	0.0017	Pass
Floor #4	Pond #3	Floor	0.8973	18	552	8.33E-07	0.0720	0.0283	Pass
Floor #5	Pond #3	Floor	0.2241	18	552	2.08E-07	0.0180	0.0071	Pass
Floor #6	Pond #3	Floor	0.2714	18	552	2.52E-07	0.0218	0.0086	Pass
Wall #1	Pond #3	Wall	0.1265	12	276	1.55E-07	0.0134	0.0053	Pass
Wall #2	Pond #3	Wall	0.0849	12	276	1.04E-07	0.0090	0.0035	Pass
Wall #3	Pond #3	Wall	0.0705	12	276	8.64E-08	0.0075	0.0029	Pass



*Matthew D. Goelker*

5-31-22

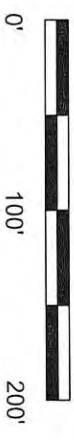




P-5

POND 3 SAMPLE LOCATIONS

SCALE 1" = 100'



15460 NW 48th St.  
 Raymond, NE 68428  
 Office: (402) 783-2100  
 Fax: (402) 783-2104  
 Web Site: www.settje.com

**Advantage Feedyard**  
 Logan County, Colorado

Beef Cattle Open Feedlot  
 Pond 3 Perm Sample Locations

Date Printed: 05/27/2022	
Rev.	Date





15460 NW 48th St. | Raymond, NE 68428  
 P 402.783.2100 F 402.783.2104

**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020254</u> Cell No. <u>1</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #1</u> SE	Tailwater Pressure (psi) <u>42.3</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL
Top Diameter (in)	2.87	2.87
Middle Diameter (in)	2.857	2.872
Bottom Diameter (in)	2.872	2.887
Avg. Diameter (in)	2.87	2.88
End Area (in <sup>2</sup> )	6.45	6.50
Sample Weight (gm)	564.3	573.6
Height (in)	2.516	2.516
Volume (in <sup>3</sup> )	16.24	16.35
Wet Unit Wt. (pcf)	132.41	133.66

MOISTURE DATA	INITIAL	FINAL
Container No.	3	27
Container Wt. (gm)	15.4	15.2
Wet Wt. w/can (gm)	42.3	41.8
Dry Wt. w/can (gm)	39.2	38.1
Moisture (%)	13.0%	16.2%
Dry Unit Wt. (pcf)	117.2	115.1
Void Ratio	0.43	0.45
Saturation (%)	81.7%	95.5%
Porosity (%)	29.9%	31.2%

REQUIRED PRESSURE DIFFERENCE (HW-TW)	
A; Consolidated Sample Height (in)	2.516
B; Hydraulic Gradient	30
0.03613 X A X B; Pressure Required (psi)	2.73

B-PARAMETER CHECK		
Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
9.5	10	0.95

Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

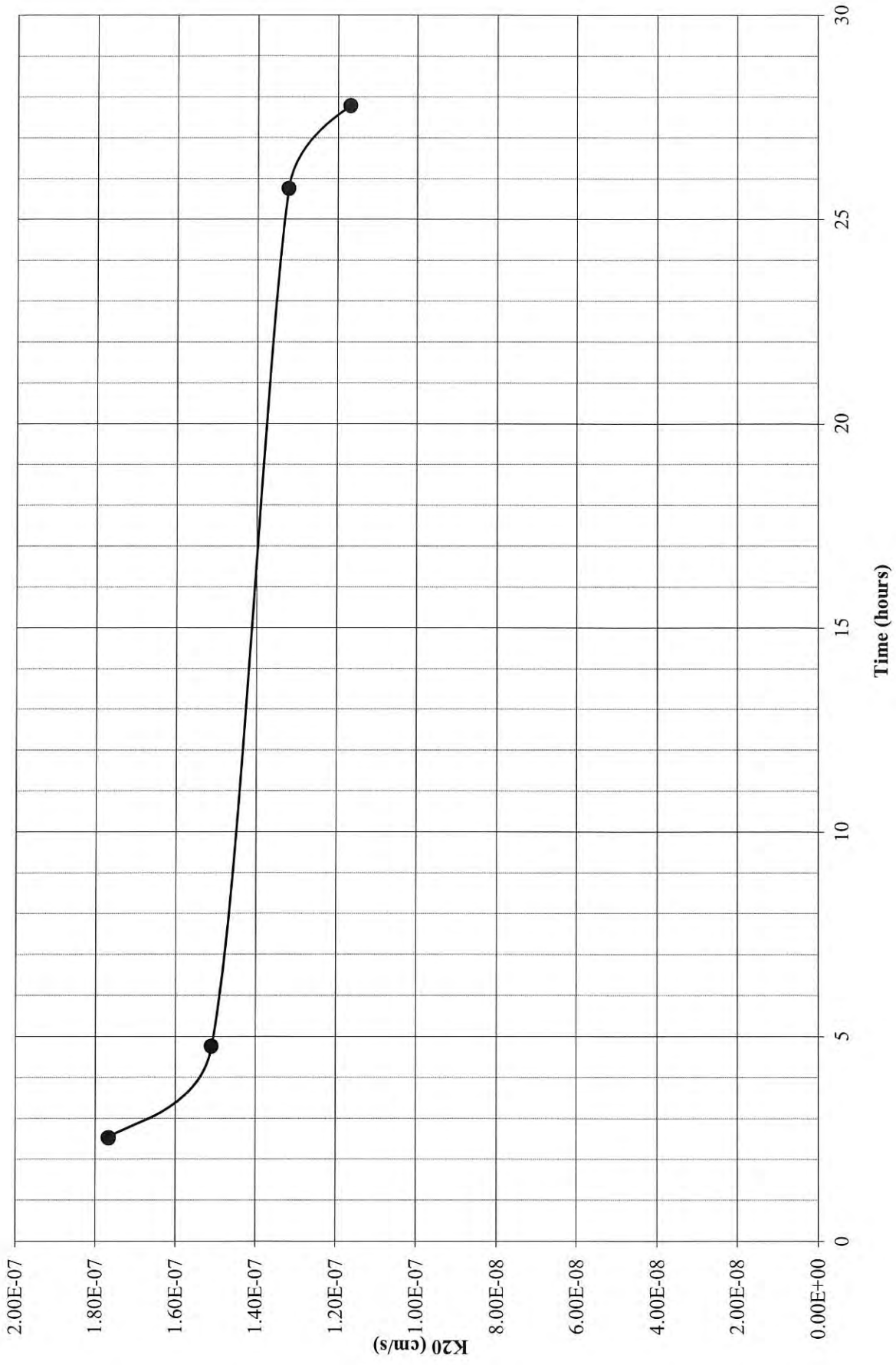

Final Average Hydraulic Conductivity (cm/s) = 1.44E-07

**REMARKS**

Tested By: CM  
 Checked By: MM









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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020259</u> Cell No. <u>8</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #2</u> <u>NW</u>	Tailwater Pressure (psi) <u>42.3</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u></u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.878	2.873	Container No.	31	34
Middle Diameter (in)	2.842	2.867	Container Wt. (gm)	15.4	15.3
Bottom Diameter (in)	2.871	2.863	Wet Wt. w/can (gm)	40.1	40.6
Avg. Diameter (in)	2.86	2.87	Dry Wt. w/can (gm)	37.6	36.9
End Area (in <sup>2</sup> )	6.44	6.46	Moisture (%)	11.3%	17.1%
Sample Weight (gm)	567	571.8	Dry Unit Wt. (pcf)	119.7	113.1
Height (in)	2.518	2.546	Void Ratio	0.40	0.48
Volume (in <sup>3</sup> )	16.22	16.44	Saturation (%)	76.0%	95.9%
Wet Unit Wt. (pcf)	133.19	132.47	Porosity (%)	28.4%	32.4%

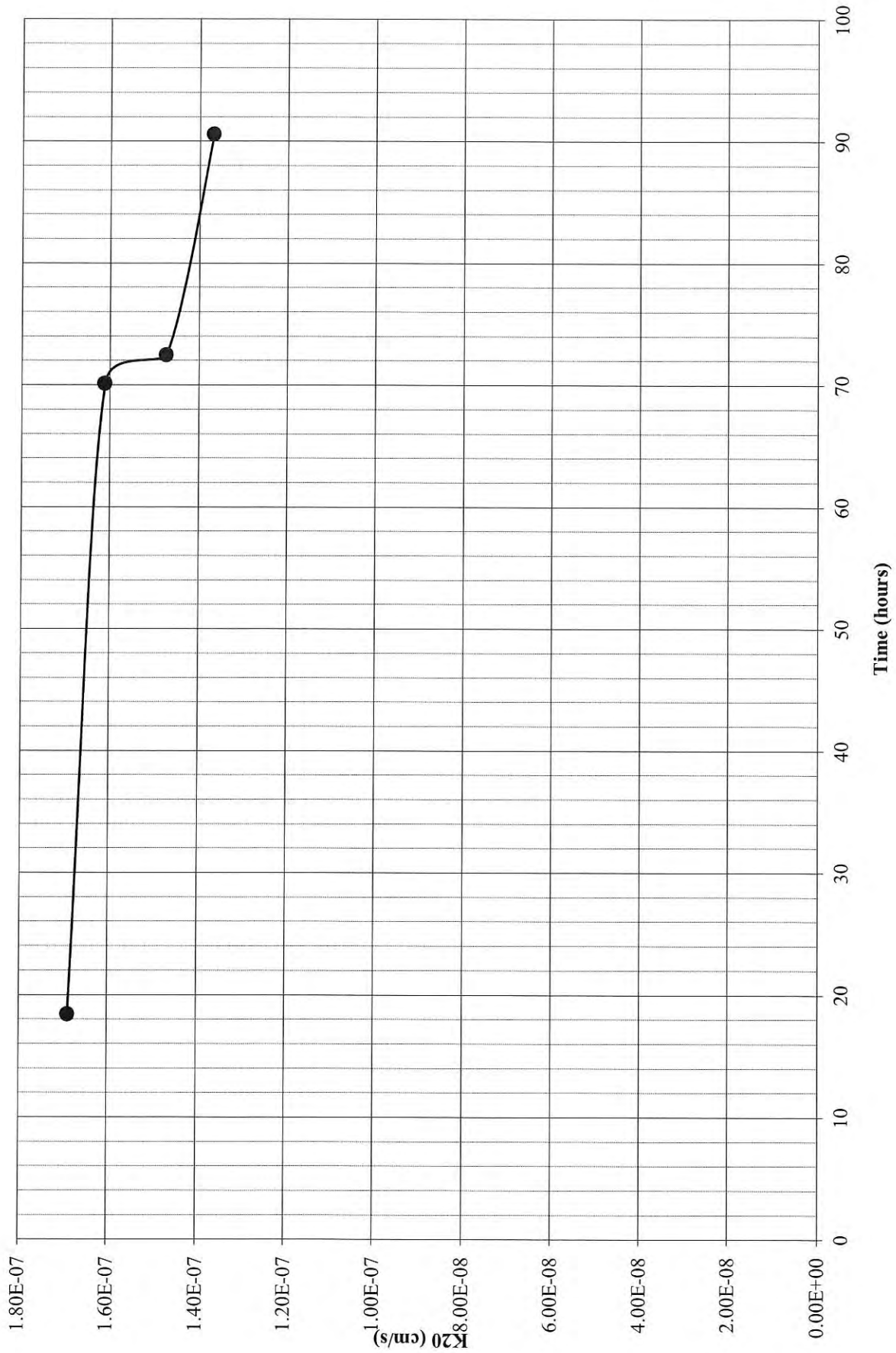
REQUIRED PRESSURE DIFFERENCE (HW-TW)		B-PARAMETER CHECK		
A; Consolidated Sample Height (in)	2.518	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B; Hydraulic Gradient	30	9.5	10	0.95
0.03613 X A X B; Pressure Required (psi)	2.73			
Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient			
1.E-03 to 1.E-04	2			
1.E-04 to 1.E-05	5			
1.E-05 to 1.E-06	10			
1.E-06 to 1.E-07	20			
less than 1.E-07	30+ As Needed			

**Final Average Hydraulic Conductivity (cm/s) = 1.54E-07**

**REMARKS**

Tested By: CM  
 Checked By: NM









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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020260</u> Cell No. <u>2</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #3</u> SW	Tailwater Pressure (psi) <u>42.2</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.899	2.9	Container No.	28	18
Middle Diameter (in)	2.889	2.884	Container Wt. (gm)	15.4	15.2
Bottom Diameter (in)	2.883	2.869	Wet Wt. w/can (gm)	36.2	43.1
Avg. Diameter (in)	2.89	2.88	Dry Wt. w/can (gm)	34.3	39.7
End Area (in <sup>2</sup> )	6.56	6.53	Moisture (%)	10.1%	13.9%
Sample Weight (gm)	592.3	597.1	Dry Unit Wt. (pcf)	122.8	120.8
Height (in)	2.545	2.531	Void Ratio	0.36	0.38
Volume (in <sup>3</sup> )	16.70	16.54	Saturation (%)	74.4%	96.7%
Wet Unit Wt. (pcf)	135.13	137.55	Porosity (%)	26.6%	27.8%

REQUIRED PRESSURE DIFFERENCE (HW-TW)		B-PARAMETER CHECK		
A; Consolidated Sample Height (in)	2.545	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B; Hydraulic Gradient	30	9.6	10	0.96
0.03613 X A X B; Pressure Required (psi)	2.76			
Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient			
1.E-03 to 1.E-04	2			
1.E-04 to 1.E-05	5			
1.E-05 to 1.E-06	10			
1.E-06 to 1.E-07	20			
less than 1.E-07	30+ As Needed			

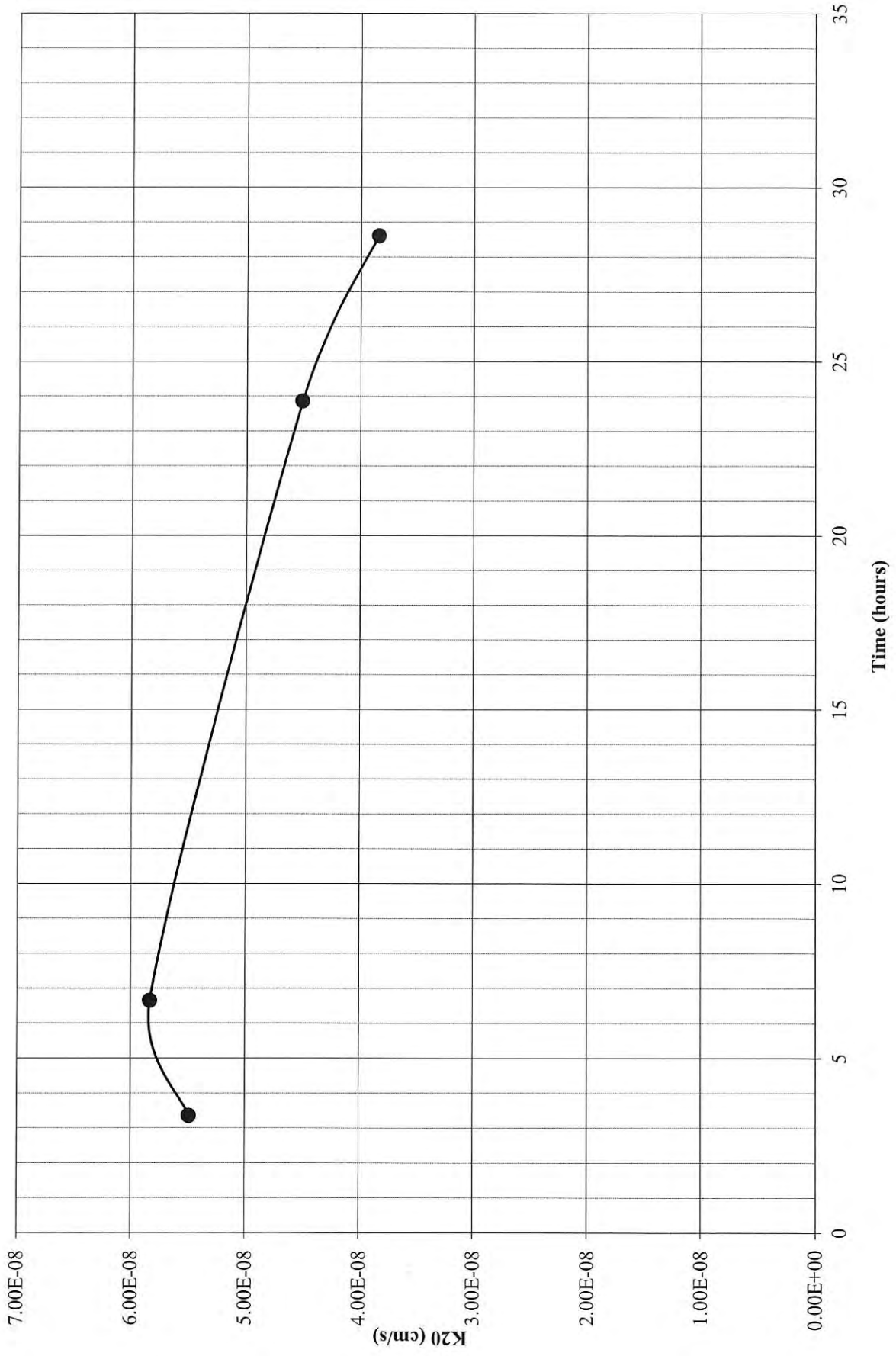
**Final Average Hydraulic Conductivity (cm/s) = 4.92E-08**

**REMARKS**

Tested By: cm  
 Checked By: NA









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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020259</u> Cell No. <u>1</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #4</u> M	Tailwater Pressure (psi) <u>42.3</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.858	2.87	Container No.	17	30
Middle Diameter (in)	2.832	2.864	Container Wt. (gm)	15.3	15.2
Bottom Diameter (in)	2.848	2.842	Wet Wt. w/can (gm)	44.5	42.8
Avg. Diameter (in)	2.85	2.86	Dry Wt. w/can (gm)	41.7	38.6
End Area (in <sup>2</sup> )	6.36	6.42	Moisture (%)	10.6%	17.9%
Sample Weight (gm)	546.6	566.1	Dry Unit Wt. (pcf)	116.9	112.2
Height (in)	2.531	2.538	Void Ratio	0.43	0.49
Volume (in <sup>3</sup> )	16.10	16.29	Saturation (%)	66.1%	98.2%
Wet Unit Wt. (pcf)	129.33	132.39	Porosity (%)	30.1%	32.9%

REQUIRED PRESSURE DIFFERENCE (HW-TW)	B-PARAMETER CHECK		
A ; Consolidated Sample Height (in) <u>2.531</u>	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B ; Hydraulic Gradient <u>30</u>	<u>9.8</u>	<u>10</u>	<u>0.98</u>
0.03613 X A X B ; Pressure Required (psi) <u>2.74</u>			

Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

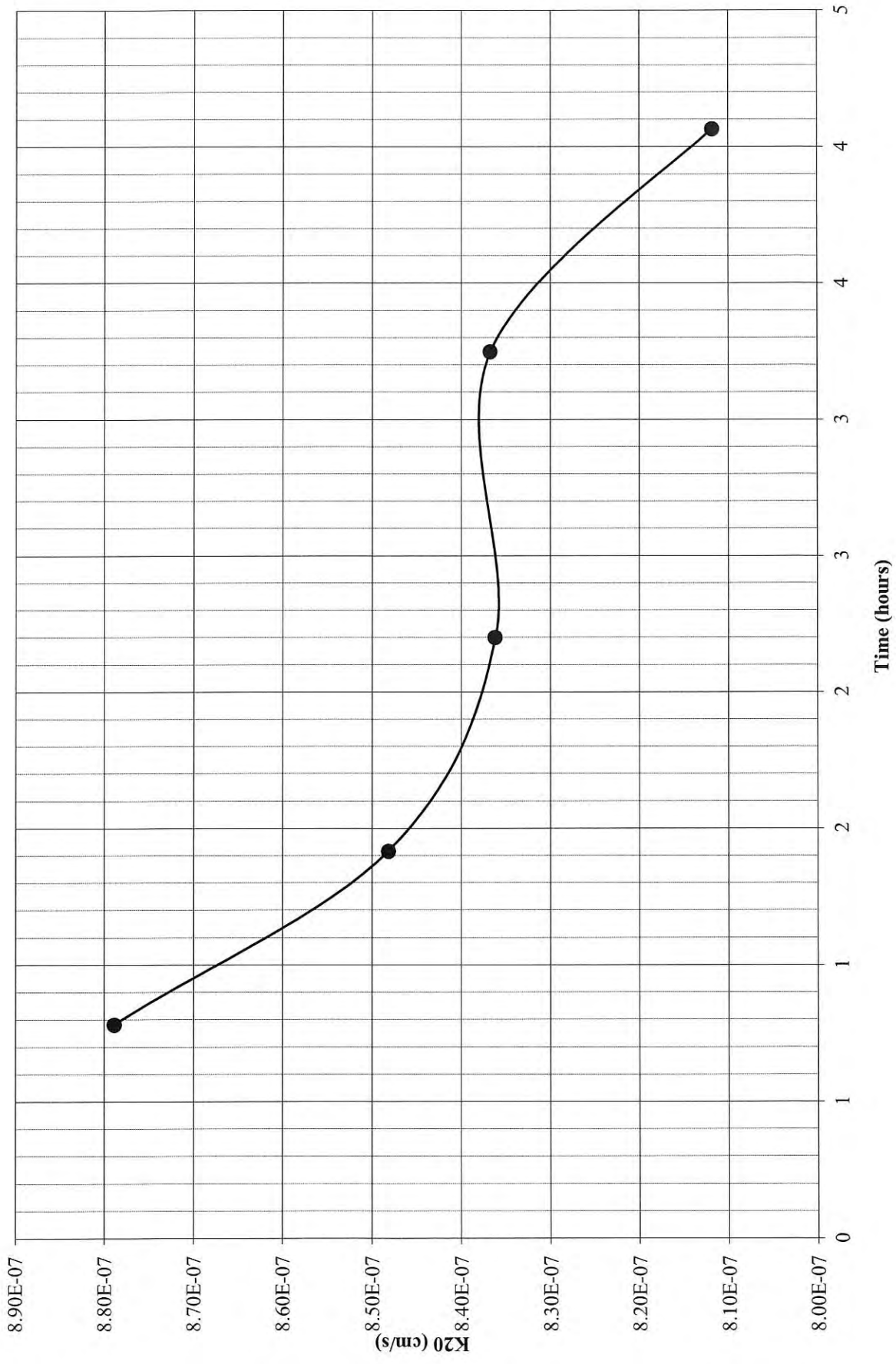
Final Average Hydraulic Conductivity (cm/s) = 8.33E-07

**REMARKS**

Tested By: CM  
 Checked By: NM











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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020257</u> Cell No. <u>4</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #5</u> <u>NM</u>	Tailwater Pressure (psi) <u>42.3</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.867	2.867	Container No.	8	14
Middle Diameter (in)	2.826	2.827	Container Wt. (gm)	15.5	15.4
Bottom Diameter (in)	2.852	2.836	Wet Wt. w/can (gm)	36.4	39.8
Avg. Diameter (in)	2.85	2.84	Dry Wt. w/can (gm)	34.3	36.4
End Area (in <sup>2</sup> )	6.37	6.35	Moisture (%)	11.2%	16.2%
Sample Weight (gm)	541.3	560	Dry Unit Wt. (pcf)	116.6	115.2
Height (in)	2.497	2.511	Void Ratio	0.43	0.45
Volume (in <sup>3</sup> )	15.91	15.94	Saturation (%)	68.9%	96.0%
Wet Unit Wt. (pcf)	129.61	133.81	Porosity (%)	30.3%	31.1%

REQUIRED PRESSURE DIFFERENCE (HW-TW)			B-PARAMETER CHECK		
A ; Consolidated Sample Height (in)	2.497		Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B ; Hydraulic Gradient	30		9.6	10	0.96
0.03613 X A X B ; Pressure Required (psi)	2.71				
Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient				
1.E-03 to 1.E-04	2				
1.E-04 to 1.E-05	5				
1.E-05 to 1.E-06	10				
1.E-06 to 1.E-07	20				
less than 1.E-07	30+ As Needed				

Final Average Hydraulic Conductivity (cm/s) = 2.08E-07

**REMARKS**

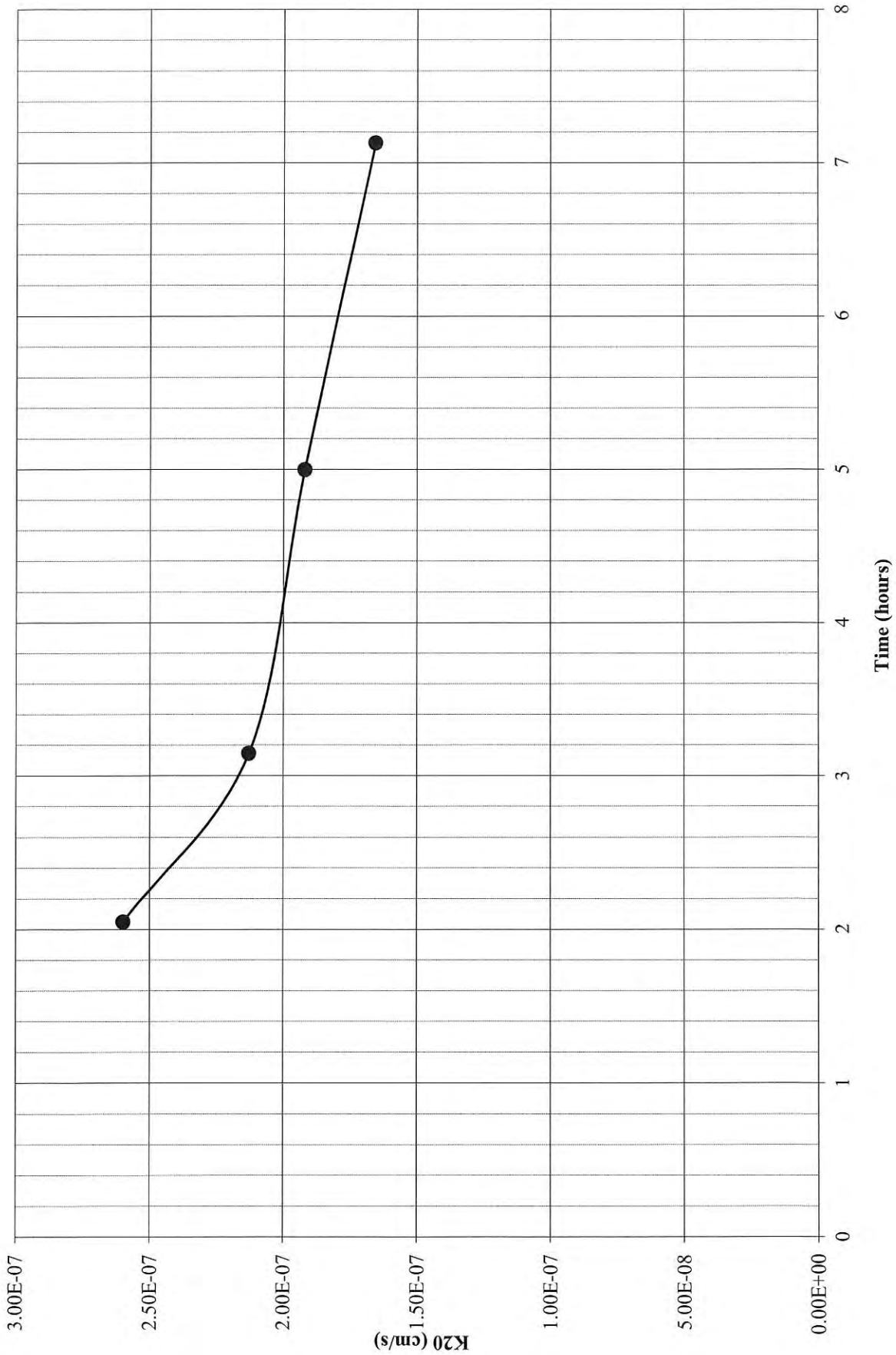
Tested By: CM  
Checked By: NM

**HYDRAULIC CONDUCTIVITY TESTING FLEXIBLE WALL PERMEAMETER**  
 ASTM Designation: D 5084-00

Project: Ac. ...ntage Feeders  
 Sample ID: Floor #5

©	Date	Elapsed Time (24-hr)		Temp. C°	Burette Readings		Volume		Ratio (0.75-1.25)	Pressure			Hydraulic Conductivity		Check				
		Days	Hour		Minute	Temp.	Time (ml)	TW (p/b)		HW (ml)	HW (p/b)	TW (ml)	HW (ml)	TW (psi)		HW (psi)	HL (psi)	K <sub>t</sub> (cm/s)	K <sub>20</sub> (cm/s)
	4/18/2022	0	8	18	22.3	10.0	p	0.0	p	2.70	2.34	0.87	42.3	45.0	2.7	2.79E-07	2.60E-07		
	4/18/2022	0	10	21	25.1	7.3	p	2.3	p	2.70	2.34	0.87	42.3	45.0	2.7	2.79E-07	2.60E-07		
	4/18/2022	0	10	21	25.1	7.3	p	2.3	p	2.70	2.34	0.87	42.3	45.0	2.7	2.79E-07	2.60E-07		
	4/18/2022	0	11	27	25.9	6.1	p	3.4	p	1.22	1.10	0.90	42.3	45.0	2.7	2.39E-07	2.13E-07		
	4/18/2022	0	11	27	25.9	6.1	p	3.4	p	1.86	1.66	0.89	42.3	45.0	2.7	2.16E-07	1.92E-07		
	4/18/2022	0	13	18	25.9	4.2	p	5.1	p	1.90	1.68	0.88	42.3	45.0	2.7	1.90E-07	1.65E-07	Complete	
	4/18/2022	0	13	18	25.9	4.2	p	5.1	p										
	4/18/2022	0	15	26	27.3	2.3	p	6.8	p										

\*\*\* Volume ratio is outside of tolerances







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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020258</u> Cell No. <u>5</u>	Headwater Pressure (psi) <u>45</u>	PI <u>N/A</u>
Sample ID <u>Floor #6</u> NW	Tailwater Pressure (psi) <u>42.2</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.859	2.879	Container No.	34	31
Middle Diameter (in)	2.854	2.882	Container Wt. (gm)	15.3	15.4
Bottom Diameter (in)	2.874	2.877	Wet Wt. w/can (gm)	39.6	44.1
Avg. Diameter (in)	2.86	2.88	Dry Wt. w/can (gm)	37.1	39.9
End Area (in <sup>2</sup> )	6.43	6.51	Moisture (%)	11.5%	17.1%
Sample Weight (gm)	571.4	581.3	Dry Unit Wt. (pcf)	119.7	113.2
Height (in)	2.536	2.565	Void Ratio	0.40	0.48
Volume (in <sup>3</sup> )	16.32	16.70	Saturation (%)	77.3%	96.2%
Wet Unit Wt. (pcf)	133.39	132.59	Porosity (%)	28.4%	32.3%

REQUIRED PRESSURE DIFFERENCE (HW-TW)	B-PARAMETER CHECK		
A ; Consolidated Sample Height (in) <u>2.536</u>	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B ; Hydraulic Gradient <u>30</u>	<u>9.6</u>	<u>10</u>	<u>0.96</u>
0.03613 X A X B ; Pressure Required (psi) <u>2.75</u>			

Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

Final Average Hydraulic Conductivity (cm/s) = 2.52E-07

**REMARKS**

Tested By: CM  
 Checked By: JM

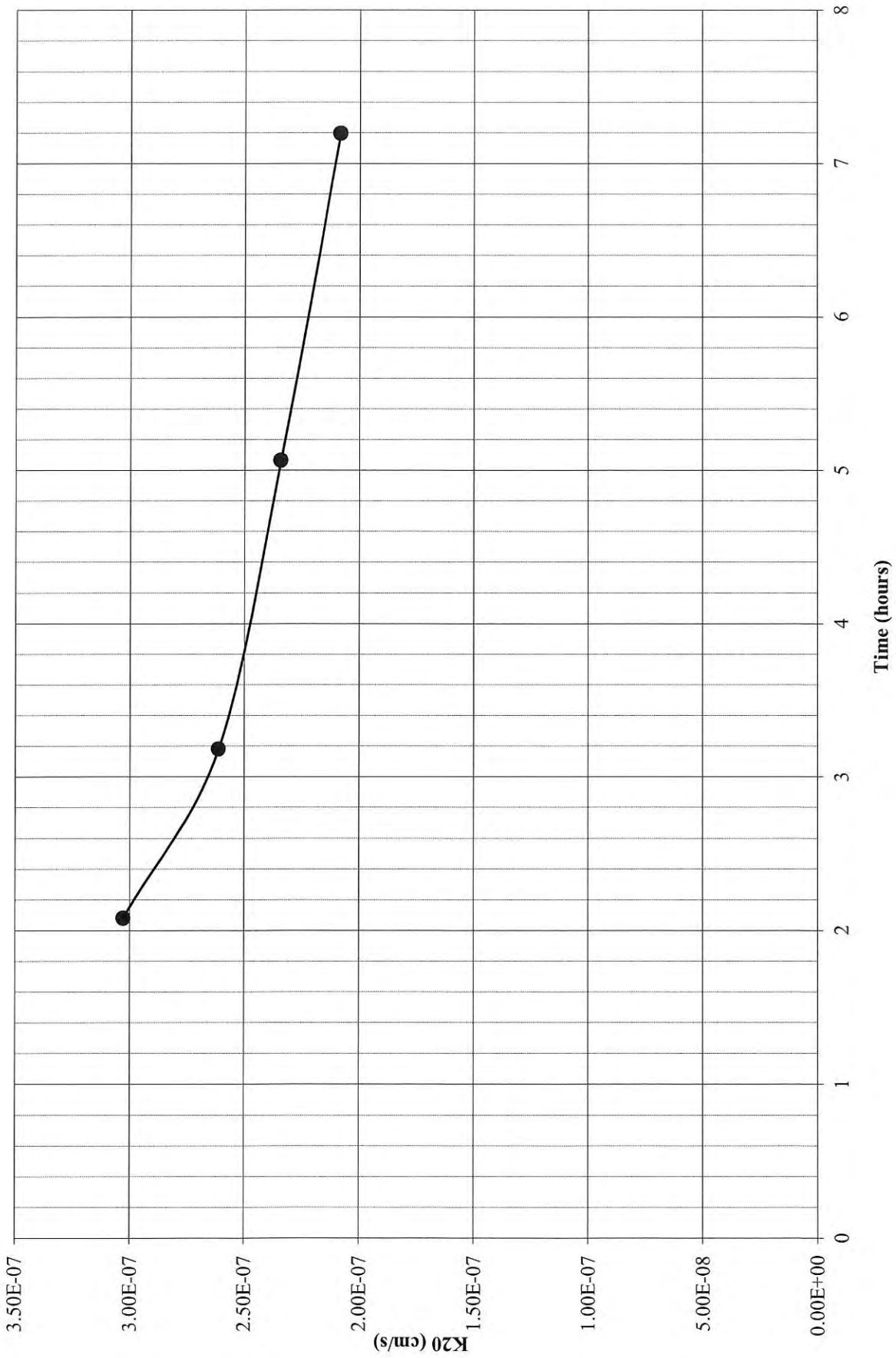


**HYDRAULIC CONDUCTIVITY L...IG FLEXIBLE WALL PERMEAMETER**  
 ASTM Designation: D 5084-00

**Project:** A...ntage Feeders  
**Sample ID:** Floor #6

©	Date	Elapsed Time (24-hr)		Temp. C°	Burette Readings			Volume		Ratio (0.75-1.25)	Pressure			Hydraulic Conductivity		Check
		Days	Hour		Minute	TW (ml)	TW (p/b)	HW (ml)	HW (p/b)		TW (ml)	HW (ml)	TW (psi)	HW (psi)	HL (psi)	
	4/18/2022	0	8	15	22.1	10.0	p	0.0	p		42.2	45.0	2.8	3.25E-07	3.03E-07	
	4/18/2022	0	10	20	25.1	7.0	p	3.1	p	1.03	42.2	45.0	2.8	3.25E-07	3.03E-07	
	4/18/2022	0	10	20	25.1	7.0	p	3.1	p	1.03	42.2	45.0	2.8	2.94E-07	2.61E-07	
	4/18/2022	0	11	26	25.9	5.5	p	4.6	p	1.00	42.2	45.0	2.8	2.63E-07	2.34E-07	
	4/18/2022	0	11	26	25.9	5.5	p	4.6	p	1.01	42.2	45.0	2.8	2.40E-07	2.08E-07	2.52E-07
	4/18/2022	0	13	19	25.9	3.3	p	6.8	p							
	4/18/2022	0	13	19	25.9	3.3	p	6.8	p							
	4/18/2022	0	15	27	27.4	1.0	p	9.1	p							

\*\* Volume ratio is outside of tolerances





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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020251</u> Cell No. <u>2</u>	Headwater Pressure (psi) <u>50</u>	PI <u>N/A</u>
Sample ID <u>Wall #1</u> S	Tailwater Pressure (psi) <u>47.4</u>	%Sand <u></u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.867	2.841	Container No.	2	29
Middle Diameter (in)	2.865	2.864	Container Wt. (gm)	15.3	15.5
Bottom Diameter (in)	2.862	2.847	Wet Wt. w/can (gm)	39.9	41.5
Avg. Diameter (in)	2.86	2.85	Dry Wt. w/can (gm)	37.6	38.4
End Area (in <sup>2</sup> )	6.45	6.38	Moisture (%)	10.3%	13.5%
Sample Weight (gm)	555.6	566.3	Dry Unit Wt. (pcf)	122.1	121.7
Height (in)	2.439	2.447	Void Ratio	0.37	0.37
Volume (in <sup>3</sup> )	15.72	15.62	Saturation (%)	74.7%	96.9%
Wet Unit Wt. (pcf)	134.65	138.14	Porosity (%)	27.0%	27.2%

REQUIRED PRESSURE DIFFERENCE (HW-TW)	B-PARAMETER CHECK		
A ; Consolidated Sample Height (in) <u>2.439</u>	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B ; Hydraulic Gradient <u>30</u>	<u>9.6</u>	<u>10</u>	<u>0.96</u>
0.03613 X A X B ; Pressure Required (psi) <u>2.64</u>			

Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

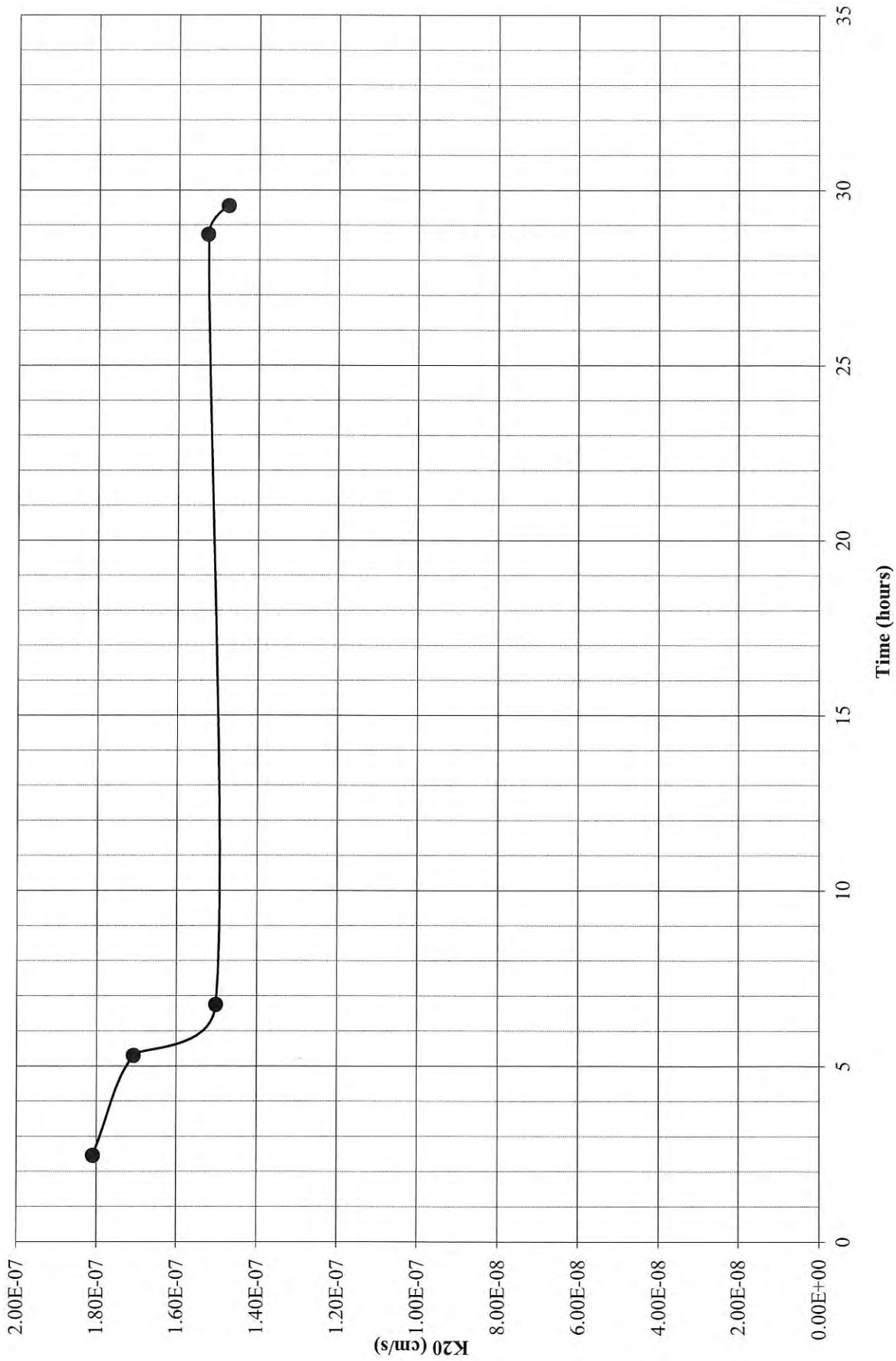
**Final Average Hydraulic Conductivity (cm/s) = 1.55E-07**

**REMARKS**

Tested By: CM  
 Checked By: NM









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**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	G <sub>s</sub> <u>2.68</u>
Lab No. <u>NE020248</u> Cell No. <u>4</u>	Headwater Pressure (psi) <u>50</u>	PI <u>N/A</u>
Sample ID <u>Wall #2</u> SM	Tailwater Pressure (psi) <u>47.4</u>	%Sand <u>        </u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.852	2.86	Container No.	30	33
Middle Diameter (in)	2.836	2.829	Container Wt. (gm)	15.2	15.3
Bottom Diameter (in)	2.861	2.846	Wet Wt. w/can (gm)	36.9	37.4
Avg. Diameter (in)	2.85	2.85	Dry Wt. w/can (gm)	34.6	33.7
End Area (in <sup>2</sup> )	6.38	6.36	Moisture (%)	11.9%	20.1%
Sample Weight (gm)	505.5	524	Dry Unit Wt. (pcf)	111.0	107.1
Height (in)	2.431	2.441	Void Ratio	0.51	0.56
Volume (in <sup>3</sup> )	15.50	15.52	Saturation (%)	62.8%	96.0%
Wet Unit Wt. (pcf)	124.20	128.64	Porosity (%)	33.6%	36.0%

REQUIRED PRESSURE DIFFERENCE (HW-TW)	B-PARAMETER CHECK		
A ; Consolidated Sample Height (in) <u>2.431</u>	Pore Pressure Change, Δμ (psi)	Cell Pressure Change, Δσ <sub>3</sub> (psi)	B- Parameter (Δμ/Δσ <sub>3</sub> ) > 0.95?
B ; Hydraulic Gradient <u>30</u>	<u>9.6</u>	<u>10</u>	<u>0.96</u>
0.03613 X A X B ; Pressure Required (psi) <u>2.63</u>			

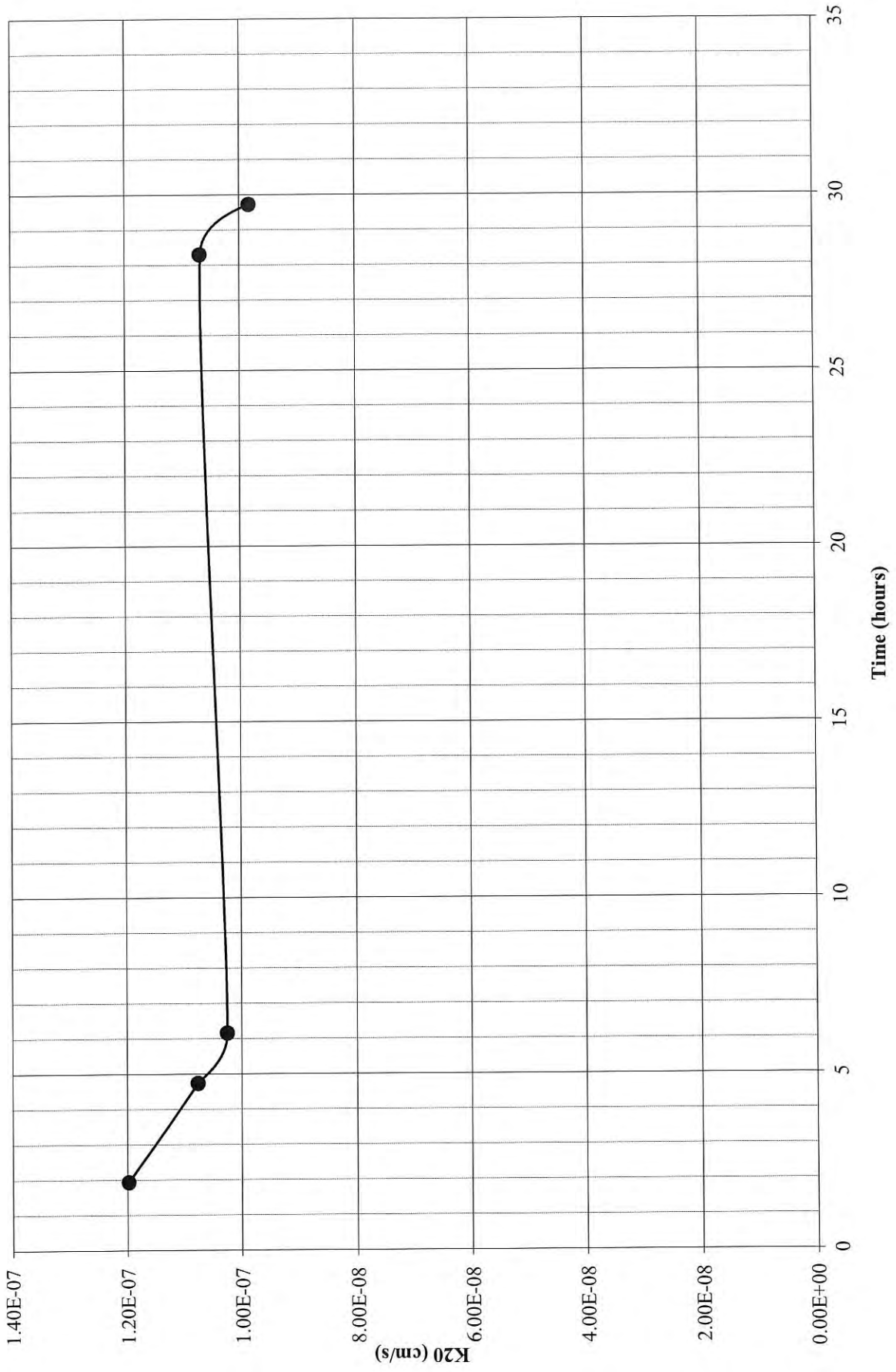
Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

**Final Average Hydraulic Conductivity (cm/s) = 1.04E-07**

**REMARKS**

Tested By: CM  
 Checked By: NM









15460 NW 48th St. | Raymond, NE 68428  
 P 402.783.2100 F 402.783.2104

**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER (ASTM D 5084-00)**

Client <u>Advantage Feeders</u>	Cell Pressure (psi) <u>55</u>	$G_s$ <u>2.68</u>
Lab No. <u>NE020249</u> Cell No. <u>3</u>	Headwater Pressure (psi) <u>50</u>	PI <u>N/A</u>
Sample ID <u>Wall #3</u> M	Tailwater Pressure (psi) <u>47.3</u>	%Sand <u>        </u>
Structure <u>Pond 3</u> Soil Classification (Unified) <u>CL</u>	Permeant Liquid Type <u>De-aired water</u>	

SPECIMEN DATA	INITIAL	FINAL	MOISTURE DATA	INITIAL	FINAL
Top Diameter (in)	2.831	2.818	Container No.	29	5
Middle Diameter (in)	2.853	2.85	Container Wt. (gm)	15.5	15.4
Bottom Diameter (in)	2.868	2.857	Wet Wt. w/can (gm)	41.1	42.1
Avg. Diameter (in)	2.85	2.84	Dry Wt. w/can (gm)	38.8	38.8
End Area (in <sup>2</sup> )	6.38	6.34	Moisture (%)	9.9%	14.1%
Sample Weight (gm)	543.8	555.5	Dry Unit Wt. (pcf)	120.7	119.9
Height (in)	2.447	2.439	Void Ratio	0.39	0.39
Volume (in <sup>3</sup> )	15.62	15.47	Saturation (%)	68.7%	95.7%
Wet Unit Wt. (pcf)	132.65	136.81	Porosity (%)	27.8%	28.3%

<b>REQUIRED PRESSURE DIFFERENCE (HW-TW)</b>	<b>B-PARAMETER CHECK</b>		
$A$ ; Consolidated Sample Height (in) <u>2.447</u>	Pore Pressure Change, $\Delta\mu$ (psi)	Cell Pressure Change, $\Delta\sigma_3$ (psi)	B-Parameter ( $\Delta\mu/\Delta\sigma_3$ ) > 0.95?
$B$ ; Hydraulic Gradient <u>30</u>	<u>9.5</u>	<u>10</u>	<u>0.95</u>
$0.03613 \times A \times B$ ; Pressure Required (psi) <u>2.65</u>			

Hydraulic Conductivity (cm/s)	Recommended Maximum Hydraulic Gradient
1.E-03 to 1.E-04	2
1.E-04 to 1.E-05	5
1.E-05 to 1.E-06	10
1.E-06 to 1.E-07	20
less than 1.E-07	30+ As Needed

Final Average Hydraulic Conductivity (cm/s) = 8.64E-08

**REMARKS**

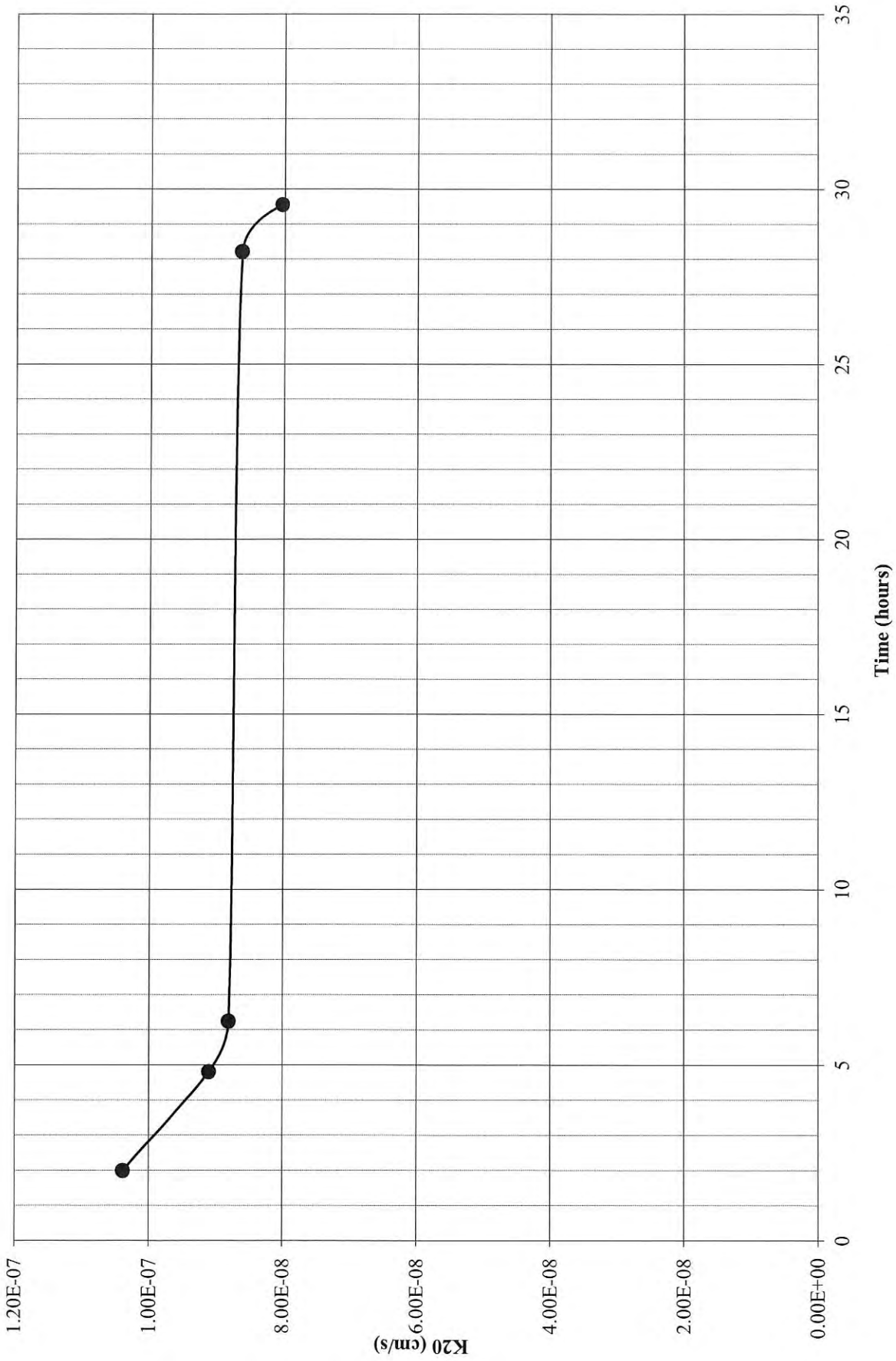
Tested By: CM  
 Checked By: NM

**HYDRAULIC CONDUCTIVITY USING FLEXIBLE WALL PERMEAMETER**  
ASTM Designation: D 5084-00

Project: Ac. Untage Feeders  
Sample ID: Wall #3

©	Date	Elapsed Time (24-hr)		Temp. C°	Burette Readings			Volume		Ratio (0.75-1.25)	Pressure		K <sub>1</sub> (cm/s)	K <sub>20</sub> (cm/s)	Hydraulic Conductivity K <sub>20</sub> Avg.	Check	
		Days	Hour		Minute	TW (ml)	TW (p/b)	HW (ml)	HW (p/b)		TW (ml)	HW (ml)					TW (psi)
	4/11/2022	0	10	0	10.0	p	0.0	p	1.06	0.92	0.87	47.3	50.0	2.7	1.09E-07	1.04E-07	
	4/11/2022	0	12	0	8.9	p	0.9	p	1.06	0.92	0.87	47.3	50.0	2.7	1.09E-07	1.04E-07	
	4/11/2022	0	12	0	8.9	p	0.9	p	1.36	1.26	0.93	47.3	50.0	2.7	1.02E-07	9.10E-08	
	4/11/2022	0	14	49	7.6	p	2.2	p	0.70	0.62	0.89	47.3	50.0	2.7	1.01E-07	8.81E-08	
	4/11/2022	0	14	49	7.6	p	2.2	p	1.26	1.24	0.98	47.3	50.0	2.7	9.27E-08	8.63E-08	Complete
	4/11/2022	0	16	15	6.9	p	2.8	p	0.58	0.54	0.93	47.3	50.0	2.7	9.24E-08	8.64E-08	Complete
	4/12/2022	1	11	16	10.0	p	0.0	p									
	4/12/2022	1	14	14	8.7	p	1.2	p									
	4/12/2022	1	14	14	8.7	p	1.2	p									
	4/12/2022	1	15	34	8.2	p	1.8	p									

\*\* Volume ratio is outside of tolerances



## **Facility Management Plan (FMP) Advantage Feedyard, LLC**

Advantage Land and Livestock, LLC is a 25,000 head cattle feeding operation and is located at 14527 County Road 24 which is near the town of Sterling in Logan County, Colorado. The feeding operation is currently being operated by Advantage Feedyard, LLC. The operation is an open lot facility with a stormwater containment system which consists of collection/diversion ditches and multiple wastewater holding ponds. All runoff is collected in containment impoundments.

The site runoff is collected in ditches which flow to the containment ponds. The ditches are sized to contain the flow volumes which result from the high intensity 25-year / 24-hour storm event. The ditches are constructed using the site's resident soils which are clay and sand loams which have less than 5% gravel.

The containment ponds have been tested and certified to meet the required  $1 \times 10^{-6}$  cm/sec seepage rate required by CDPHE. A copy of the liner testing results for new Pond 3 is appended to this plan. Clay soil provides the pond liner material. At such time that accumulated solids/sludge needs to be removed from a containment pond the approved Standard Operating Procedure (SOP) will be followed.

Dewatering of main Pond 1 will be initiated when the pond level reaches the must pumping level on the staff gauge. The depth marker for main Pond 1 is on the side of the 4' diameter concrete pump standpipe which sits on a concrete pad on the pond bottom. The dewatering of the Main Pond 1 is normally a transfer to new Pond 3. The staff gauge for new Pond 3 is in the Southeast corner of the impoundment along the splash pad. These depth markers were installed in a manner that maintained the integrity of the liner. Weekly inspections of the liner, the depth markers, and the wastewater levels will be conducted and recorded.

Any collected runoff is land applied to the full circle pivot located in the SW  $\frac{1}{4}$  of Section 4 (155 acres) located directly north of the facility or applied to the partial circle pivot (40 acres) located in Section 9 centrally located at the facility.

Any on site chemicals are stored inside the maintenance building which has no floor drains. Empty and unused chemical containers are disposed of according to manufacturer's recommendations. Animal mortalities are removed from the site on a regular basis by a rendering service. The mortalities are held near the operation center which is within the runoff containment area and no disposal into wastewater system occurs. No surface waters exist within or near the feeding operation; thus, no contact with surface waters occurs.

Annual test of the manure and wastewater are conducted to determine the nutrient value of these materials. The results of these tests are kept in the feed yard's office for reference. In addition, the application fields are soil sampled for nitrogen and phosphorus annually as part of the crop fertilizer plan. The fertilizer plan determines the upcoming year's crop nutrient needs and recommends any supplement nutrient needs for the planted crop.

Records of the land application equipment are conducted annually and are recorded in the monthly operation log. Daily inspection of the dewatering equipment is conducted whenever pond dewatering is conducted.



## **Advantage Feedyard, LLC**

### **Design Storm Calculations for Holding Pond #1 Drainage Area**

Runoff volume from a 25-yr, 24-hr rainfall event = 1027.07 acre-in

Runoff volume from a chronic storm (10-yr, 10-day) rainfall event = 558.29 acre-in

**The 25-yr, 24-hr storm should be used for impoundment design.**

## Livestock Waste Control Facility Design Requirements for Open Lots

### Facility Information

Facility Name: <u>Advantage Feedyard</u>	25-Year 24-Hour Storm Precipitation, *P25 (in)	<u>3.41</u>
County: <u>Logan County, Colorado</u>		
Structure Name: <u>Holding Pond #1 (Main Pond)</u>	Total Livestock in Drainage Area	<u>22,000</u>

\*NOAA Precipitation Frequency Data Server; \*\*High Plains Regional Climate Center

### 25-Year 24-Hour Storm Water Runoff

Drainage Area Type	Area, A (acres)	Curve Number, CN	Potential Max. Retention, S (1000/CN)-10	Initial Abstraction, I <sub>a</sub> = 0.2*S	Runoff, Q <sub>25</sub> (in) = (P <sub>25</sub> -I <sub>a</sub> ) <sup>2</sup> / ((P <sub>25</sub> -I <sub>a</sub> )+S)	Storm Runoff, V <sub>25</sub> = A * Q <sub>25</sub> (acre inches)
Feedlot	125.8	90	1.11	0.22	2.36	297.37
Non-Feedlot	497.4	78	2.82	0.56	1.43	710.95
Holding Pond Surface	5.5	100	0.00	0.00	3.41	18.76
<b>Total (acre-in)</b>						<b>1027.07</b>

## Livestock Waste Control Facility Design Requirements for Open Lots

### Facility Information

Facility Name: <u>Advantage Feedyard</u>	10-Year 10-Day Storm Precipitation, *P10 (in) <u>4.44</u>
County: <u>Logan County, Colorado</u>	
Structure Name: <u>Holding Pond #1 (Main Pond)</u>	Total Livestock in Drainage Area <u>22,000</u>

\*NOAA Precipitation Frequency Data Server; \*\*High Plains Regional Climate Center

### 10-Year 10-Day Chronic Storm Water Runoff

Runoff % of Average Precipitation on Feedlots (US Department of Agriculture) 20.0%

Drainage Area Type	Area, A (acres)	Curve Number, CN	Runoff Ratio vs. Feedlot (SCS Method)	Q <sub>10</sub> - Runoff 10-Yr 10-Day Storm (inches)	V <sub>10</sub> - Runoff Volume A*Q <sub>10</sub> (acre in)
Feedlot	125.8	90	1.00	0.89	111.71
Non-Feedlot	497.4	78	1.00	0.89	441.69
Holding Pond Surface	5.5	100	1.00	0.89	4.88
<b>Total (acre-in)</b>					<b>558.29</b>



**NOAA Atlas 14, Volume 8, Version 2**  
**Location name: Sterling, Colorado, USA\***  
**Latitude: 40.5902°, Longitude: -103.3065°**  
**Elevation: 4076.01 ft\*\***  
 \* source: ESRI Maps  
 \*\* source: USGS



**POINT PRECIPITATION FREQUENCY ESTIMATES**

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

**PF tabular**

<b>PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)<sup>1</sup></b>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.288 (0.231-0.369)	0.351 (0.282-0.451)	0.464 (0.370-0.596)	0.566 (0.449-0.730)	0.719 (0.554-0.972)	0.847 (0.634-1.16)	0.984 (0.708-1.37)	1.13 (0.777-1.62)	1.34 (0.881-1.96)	1.51 (0.960-2.22)
10-min	0.422 (0.339-0.541)	0.514 (0.413-0.660)	0.679 (0.543-0.873)	0.828 (0.657-1.07)	1.05 (0.812-1.42)	1.24 (0.928-1.69)	1.44 (1.04-2.01)	1.66 (1.14-2.37)	1.96 (1.29-2.87)	2.21 (1.41-3.25)
15-min	0.515 (0.413-0.660)	0.627 (0.503-0.805)	0.828 (0.662-1.07)	1.01 (0.802-1.30)	1.28 (0.990-1.74)	1.51 (1.13-2.06)	1.76 (1.26-2.45)	2.02 (1.39-2.88)	2.40 (1.57-3.50)	2.70 (1.71-3.97)
30-min	0.700 (0.562-0.897)	0.848 (0.680-1.09)	1.12 (0.891-1.43)	1.36 (1.08-1.75)	1.73 (1.34-2.34)	2.04 (1.53-2.79)	2.38 (1.71-3.32)	2.74 (1.88-3.92)	3.26 (2.14-4.77)	3.68 (2.34-5.42)
60-min	0.858 (0.689-1.10)	1.04 (0.835-1.33)	1.37 (1.09-1.76)	1.67 (1.33-2.15)	2.12 (1.64-2.88)	2.51 (1.88-3.42)	2.92 (2.10-4.07)	3.36 (2.31-4.80)	4.00 (2.63-5.84)	4.51 (2.87-6.63)
2-hr	1.01 (0.825-1.28)	1.23 (1.00-1.56)	1.62 (1.31-2.06)	1.98 (1.59-2.52)	2.52 (1.97-3.36)	2.97 (2.25-3.99)	3.46 (2.52-4.75)	3.98 (2.77-5.60)	4.73 (3.15-6.81)	5.33 (3.44-7.73)
3-hr	1.09 (0.895-1.37)	1.33 (1.08-1.66)	1.74 (1.42-2.19)	2.12 (1.72-2.67)	2.69 (2.12-3.55)	3.16 (2.42-4.21)	3.67 (2.70-5.00)	4.22 (2.97-5.89)	5.00 (3.37-7.14)	5.63 (3.67-8.09)
6-hr	1.24 (1.03-1.53)	1.50 (1.24-1.85)	1.96 (1.62-2.42)	2.36 (1.94-2.94)	2.96 (2.35-3.83)	3.45 (2.67-4.51)	3.96 (2.95-5.30)	4.51 (3.21-6.18)	5.28 (3.60-7.40)	5.89 (3.90-8.33)
12-hr	1.45 (1.21-1.76)	1.71 (1.44-2.08)	2.18 (1.82-2.65)	2.58 (2.14-3.16)	3.18 (2.56-4.04)	3.67 (2.87-4.71)	4.18 (3.15-5.49)	4.72 (3.41-6.35)	5.47 (3.79-7.55)	6.07 (4.08-8.46)
24-hr	1.70 (1.44-2.03)	1.96 (1.66-2.34)	2.41 (2.04-2.89)	2.81 (2.36-3.39)	3.41 (2.78-4.27)	3.90 (3.10-4.94)	4.42 (3.39-5.73)	4.98 (3.65-6.61)	5.77 (4.06-7.83)	6.39 (4.36-8.76)
2-day	1.94 (1.67-2.29)	2.23 (1.92-2.63)	2.72 (2.33-3.21)	3.14 (2.68-3.73)	3.76 (3.10-4.62)	4.26 (3.42-5.29)	4.77 (3.71-6.06)	5.32 (3.95-6.92)	6.07 (4.33-8.10)	6.66 (4.62-8.99)
3-day	2.12 (1.84-2.48)	2.41 (2.09-2.82)	2.90 (2.50-3.40)	3.33 (2.86-3.92)	3.95 (3.29-4.80)	4.45 (3.61-5.48)	4.97 (3.90-6.26)	5.53 (4.15-7.12)	6.29 (4.53-8.30)	6.89 (4.82-9.20)
4-day	2.27 (1.98-2.63)	2.56 (2.23-2.97)	3.06 (2.65-3.56)	3.49 (3.01-4.08)	4.12 (3.45-4.97)	4.63 (3.78-5.65)	5.16 (4.07-6.44)	5.72 (4.32-7.32)	6.49 (4.71-8.52)	7.10 (5.01-9.42)
7-day	2.61 (2.29-2.98)	2.94 (2.58-3.37)	3.50 (3.06-4.01)	3.98 (3.46-4.58)	4.66 (3.94-5.54)	5.20 (4.29-6.26)	5.76 (4.59-7.09)	6.35 (4.85-8.00)	7.15 (5.25-9.23)	7.77 (5.55-10.2)
10-day	2.91 (2.58-3.30)	3.29 (2.91-3.73)	3.91 (3.45-4.45)	4.44 (3.90-5.08)	5.19 (4.41-6.10)	5.77 (4.79-6.88)	6.37 (5.11-7.76)	6.99 (5.38-8.72)	7.82 (5.79-10.0)	8.46 (6.10-11.0)
20-day	3.85 (3.46-4.30)	4.34 (3.90-4.85)	5.15 (4.61-5.77)	5.82 (5.18-6.55)	6.75 (5.81-7.79)	7.47 (6.28-8.73)	8.19 (6.66-9.78)	8.92 (6.97-10.9)	9.89 (7.44-12.4)	10.6 (7.79-13.6)
30-day	4.64 (4.21-5.14)	5.24 (4.74-5.80)	6.21 (5.60-6.89)	7.00 (6.28-7.80)	8.08 (7.01-9.22)	8.91 (7.55-10.3)	9.72 (7.98-11.5)	10.5 (8.31-12.8)	11.6 (8.82-14.4)	12.4 (9.20-15.7)
45-day	5.65 (5.16-6.19)	6.39 (5.83-7.00)	7.57 (6.88-8.32)	8.53 (7.71-9.40)	9.80 (8.55-11.0)	10.8 (9.19-12.3)	11.7 (9.66-13.6)	12.6 (10.0-15.1)	13.8 (10.5-16.9)	14.6 (10.9-18.2)
60-day	6.51 (5.97-7.07)	7.38 (6.76-8.03)	8.75 (8.00-9.54)	9.85 (8.95-10.8)	11.3 (9.89-12.6)	12.3 (10.6-14.0)	13.3 (11.1-15.4)	14.3 (11.4-17.0)	15.5 (12.0-18.9)	16.4 (12.4-20.3)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

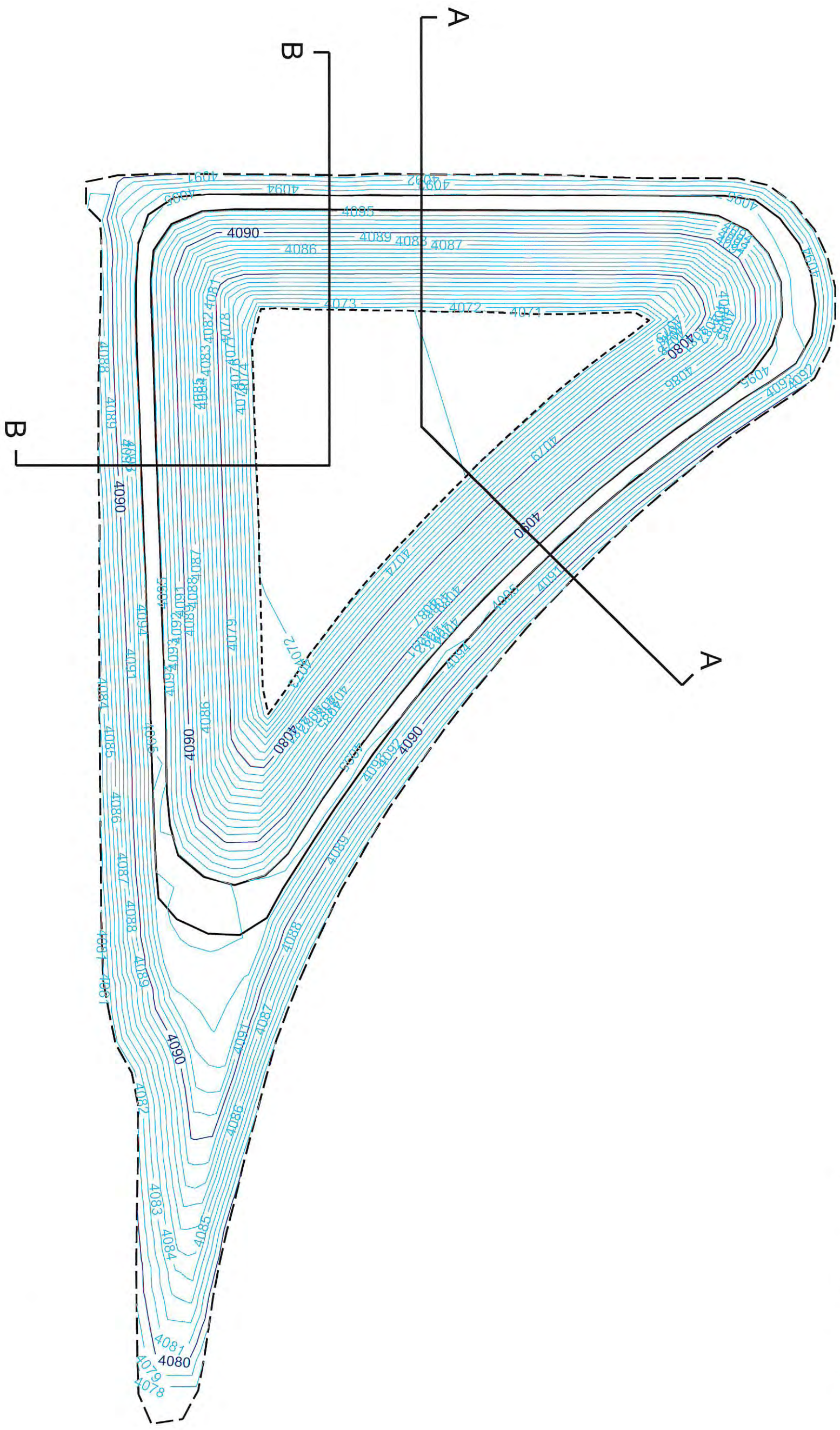
[Back to Top](#)

**PF graphical**



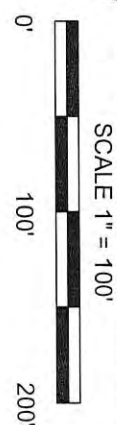






P-2

POND 3 CROSS-SECTIONS



15460 NW 48th St.  
 Raymond, NE 68428  
 Office: (402) 783-2100  
 Fax: (402) 783-2104  
 Web Site: www.settje.com

**Advantage Feedyard**  
 Logan County, Colorado

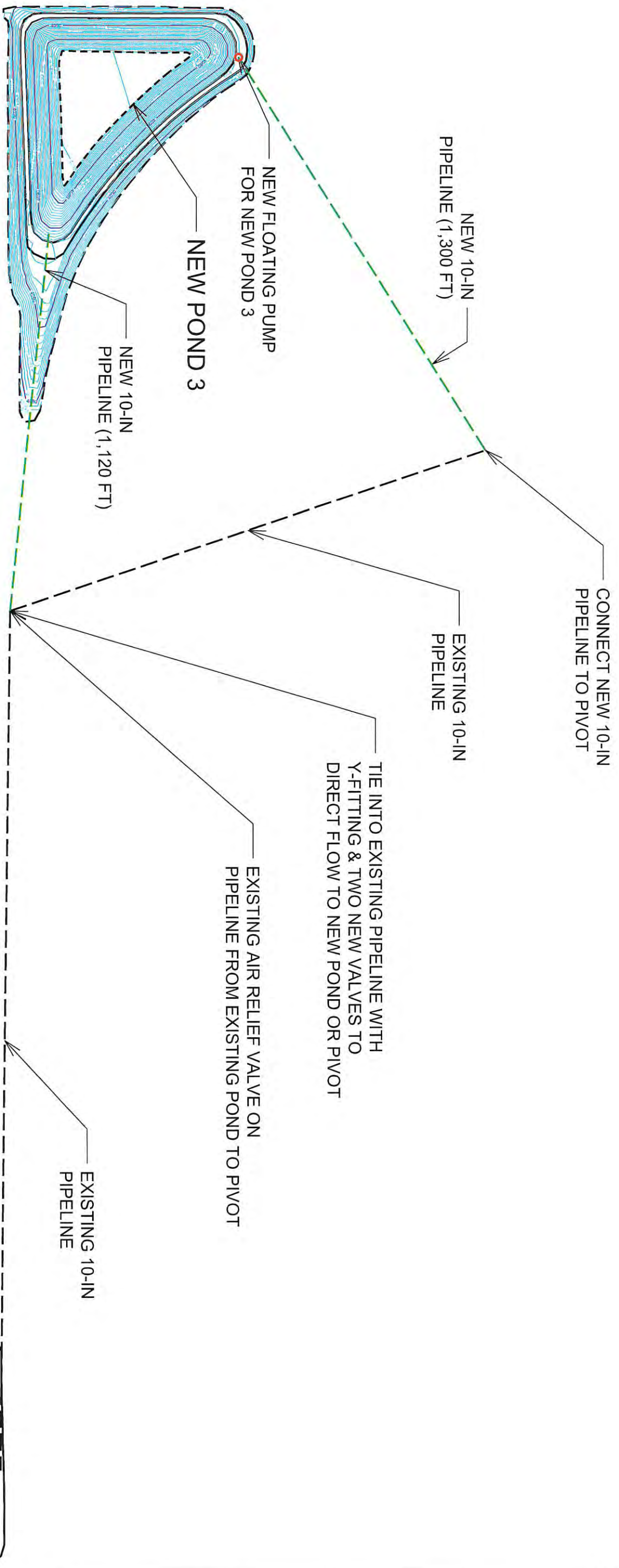
Beef Cattle Open Feedlot  
 Pond 3 Cross-Sections

Date Printed: 05/27/2022

Rev.	Date







CONNECT NEW 10-IN PIPELINE TO PIVOT

NEW 10-IN PIPELINE (1,300 FT)

NEW FLOATING PUMP FOR NEW POND 3

NEW POND 3

NEW 10-IN PIPELINE (1,120 FT)

EXISTING 10-IN PIPELINE

TIE INTO EXISTING PIPELINE WITH Y-FITTING & TWO NEW VALVES TO DIRECT FLOW TO NEW POND OR PIVOT

EXISTING AIR RELIEF VALVE ON PIPELINE FROM EXISTING POND TO PIVOT

EXISTING 10-IN PIPELINE



EXISTING MAIN POND 1



P-4

PLUMBING PLAN  
SCALE 1" = 300'



Rev.	Date



## Livestock Waste Control Facility Design Requirements for Open Lots

### Facility Information

Facility Name: Advantage Feedyard	25-Year 24-Hour Storm Precipitation, *P25 (in)	3.41
County: Logan County, Colorado		
Structure Name: Holding Pond #1 (Main Pond)	Total Livestock in Drainage Area	22,000

\*NOAA Precipitation Frequency Data Server; \*\*High Plains Regional Climate Center

### 25-Year 24-Hour Storm Water Runoff

Drainage Area Type	Area, A (acres)	Curve Number, CN	Potential Max. Retention, S (1000/CN)-10	Initial Abstraction, Ia = 0.2*S	Runoff, Q <sub>25</sub> (in) = (P <sub>25</sub> -I <sub>a</sub> ) <sup>2</sup> /((P <sub>25</sub> -I <sub>a</sub> )+S)	Storm Runoff, V <sub>25</sub> = A * Q <sub>25</sub> (acre inches)
Feedlot	125.8	90	1.11	0.22	2.36	297.37
Non-Feedlot	497.4	78	2.82	0.56	1.43	710.95
Holding Pond Surface	5.5	100	0.00	0.00	3.41	18.76
<b>Total (acre-in)</b>						<b>1027.07</b>
<b>Total (acre ft)</b>						<b>85.59</b>
<b>Total (gallons)</b>						<b>27,887,489</b>
<b>Total (cubic ft)</b>						<b>3,728,274</b>

### Solids Accumulation

Are adequate sediment basins in use	No
Required Minimum Solids Volume = 0.5 in per feedlot acre (acre-in)	62.90

### Livestock Tank Overflow Water

Livestock Tank Type	Tank Overflow Per Head (gallons)	Total Tank Overflow Volume (gallons)	Total Tank Overflow Volume (acre in)
Overflow	50	1,100,000	40.51

### Truck Washout Water

Wash Water Per Truck (gallons)	Trucks Per Week	Trucks in 180 Days	180 Day Volume (gallons)	180 Day Volume (acre in)
0	0			0.00

### Total Storage Required

Total (acre in)	1130.48
Total (acre ft)	94.21
Total (gallons)	30,695,375
Total (cubic ft)	4,103,660

### Provided Storage

Total Storage in Pond #1 At Freeboard (cubic feet)	1,850,202
25-Year, 24-Hour Runoff Stored in Pond #1 (cubic feet)	1,382,076
25-Year, 24-Hour Runoff Transferred to Pond #3 (cubic feet)	2,346,198
Other Runoff Transferred to Pond #3 (cubic feet)	375,386

**Stage Storage Data**

**Facility Name:** Advantage Feedyard  
**Structure Name:** Holding Pond #1 (Main Pond)  
**Provided Freeboard (ft)** 2  
**Freeboard Level (ft)** 11.5

	Depth (feet) From Bottom	Elevation	Cumulative Volume			
			Cu. Ft.	Acre ft.	Acre in.	Gallons
<b>Overflow Level</b>	13.5	4051.1	2,310,147	53.034	636.40	17,279,900
	13.0	4050.6	2,190,699	50.292	603.50	16,386,429
	12.5	4050.1	2,073,816	47.608	571.30	15,512,144
<b>Freeboard</b>	12.0	4049.6	1,960,416	45.005	540.06	14,663,912
	11.5	4049.1	1,850,202	42.475	509.70	13,839,511
	11.0	4048.6	1,742,661	40.006	480.07	13,035,104
	10.5	4048.1	1,637,604	37.594	451.13	12,249,278
	10.0	4047.6	1,534,923	35.237	422.84	11,481,224
	9.5	4047.1	1,434,537	32.932	395.19	10,730,337
	9.0	4046.6	1,336,257	30.676	368.11	9,995,202
	8.5	4046.1	1,240,056	28.468	341.61	9,275,619
	8.0	4045.6	1,145,988	26.308	315.70	8,571,990
	7.5	4045.1	1,054,080	24.198	290.38	7,884,518
	7.0	4044.6	964,332	22.138	265.66	7,213,203
	6.5	4044.1	876,690	20.126	241.51	6,557,641
	6.0	4043.6	791,127	18.162	217.94	5,917,630
	5.5	4043.1	707,508	16.242	194.91	5,292,160
	5.0	4042.6	625,860	14.368	172.41	4,681,433
	4.5	4042.1	546,102	12.537	150.44	4,084,843
	<b>Must Pump Level</b>	4.0	4041.6	468,126	10.747	128.96
3.5		4041.1	391,878	8.996	107.96	2,931,247
3.0		4040.6	317,250	7.283	87.40	2,373,030
2.5		4040.1	244,215	5.606	67.28	1,826,728
2.0		4039.6	172,746	3.966	47.59	1,292,140
1.5		4039.1	103,383	2.373	28.48	773,305
1.0		4038.6	45,711	1.049	12.59	341,918
0.5		4038.1	12,987	0.298	3.58	97,143
0.0	4037.6	0	0.000	0.00	0	

## Livestock Waste Control Facility Design Requirements for Open Lots

### Facility Information

Facility Name: <u>Advantage Feedyard</u>	25-Year 24-Hour Storm Precipitation, *P25 (in)	<u>3.42</u>
County: <u>Logan County, Colorado</u>		
Structure Name: <u>New Holding Pond #3</u>	Total Livestock in Drainage Area	<u>0</u>

\*NOAA Precipitation Frequency Data Server; \*\*High Plains Regional Climate Center

### 25-Year 24-Hour Storm Water Runoff

Drainage Area Type	Area, A (acres)	Curve Number, CN	Potential Max. Retention, S (1000/CN)-10	Initial Abstraction, Ia = 0.2*S	Runoff, Q <sub>25</sub> (in) = (P <sub>25</sub> -I <sub>a</sub> ) <sup>2</sup> /((P <sub>25</sub> -I <sub>a</sub> )+S)	Storm Runoff, V <sub>25</sub> = A * Q <sub>25</sub> (acre inches)
Feedlot	0.0	90				
Non-Feedlot	0.0	78				
Holding Pond Surface	5.5	100	0.00	0.00	3.42	18.81
<b>Total (acre-in)</b>						<b>18.81</b>
<b>Total (acre ft)</b>						<b>1.57</b>
<b>Total (gallons)</b>						<b>510,737</b>
<b>Total (cubic ft)</b>						<b>68,280</b>

### Solids Accumulation

Are adequate sediment basins in use	No
Required Minimum Solids Volume = 0.5 in per feedlot acre (acre-in)	0.00

### Livestock Tank Overflow Water

Livestock Tank Type	Tank Overflow Per Head (gallons)	Total Tank Overflow Volume (gallons)	Total Tank Overflow Volume (acre in)
Overflow	50	0	0.00

### Truck Washout Water

Wash Water Per Truck (gallons)	Trucks Per Week	Trucks in 180 Days	180 Day Volume (gallons)	180 Day Volume (acre in)
0	0			0.00

### Inflow from Pond #1

25-Year, 24-Hour Runoff Transferred from Pond #1 (cubic feet)	2,346,198
25-Year, 24-Hour Runoff Transferred from Pond #1 (acre in)	646.34
Other Runoff Transferred from Pond #1 (cubic feet)	375,386
Other Runoff Transferred from Pond #1 (acre in)	103.41

### Total Storage Required

Total (acre in)	768.56
Total (acre ft)	64.05
Total (gallons)	20,868,183
Total (cubic ft)	2,789,864

### Provided Storage

Total Storage At Freeboard (cubic feet)	2,969,217
Total Storage (% of CDPHE Required)	106%

*As-Built Stage Storage Data*

Facility Name: Advantage Feedyard  
 Structure Name: New Holding Pond #3  
 Provided Freeboard (ft) 2  
 Freeboard Level (ft) 23

	Depth (feet)		Cumulative Volume			
	From Bottom	Elevation	Cu. Ft.	Acre ft.	Acre in.	Gallons
Overflow Level	25.0	4095.0	3,424,410	78.614	943.36	25,614,587
	24.5	4094.5	3,307,203	75.923	911.08	24,737,878
	24.0	4094.0	3,192,291	73.285	879.42	23,878,337
Freeboard	23.5	4093.5	3,079,620	70.698	848.38	23,035,558
	23.0	4093.0	2,969,217	68.164	817.97	22,209,743
	22.5	4092.5	2,861,028	65.680	788.16	21,400,489
	22.0	4092.0	2,755,026	63.247	758.96	20,607,594
	21.5	4091.5	2,651,238	60.864	730.37	19,831,260
	21.0	4091.0	2,549,610	58.531	702.37	19,071,083
	20.5	4090.5	2,450,142	56.248	674.97	18,327,062
	20.0	4090.0	2,352,780	54.012	648.15	17,598,794
	19.5	4089.5	2,257,497	51.825	621.90	16,886,078
	19.0	4089.0	2,164,239	49.684	596.21	16,188,508
	18.5	4088.5	2,072,952	47.588	571.06	15,505,681
	18.0	4088.0	1,983,636	45.538	546.46	14,837,597
	17.5	4087.5	1,896,264	43.532	522.39	14,184,055
	17.0	4087.0	1,810,809	41.570	498.85	13,544,851
	16.5	4086.5	1,727,298	39.653	475.84	12,920,189
	16.0	4086.0	1,645,650	37.779	453.35	12,309,462
	15.5	4085.5	1,565,919	35.949	431.38	11,713,074
	15.0	4085.0	1,488,024	34.160	409.92	11,130,420
	14.5	4084.5	1,411,965	32.414	388.97	10,561,498
	14.0	4084.0	1,337,742	30.710	368.52	10,006,310
	13.5	4083.5	1,265,301	29.047	348.57	9,464,451
	13.0	4083.0	1,194,642	27.425	329.10	8,935,922
	12.5	4082.5	1,125,738	25.843	310.12	8,420,520
	12.0	4082.0	1,058,562	24.301	291.61	7,918,044
	11.5	4081.5	993,357	22.804	273.65	7,430,310
	11.0	4081.0	929,340	21.335	256.02	6,951,463
	10.5	4080.5	867,240	19.909	238.91	6,486,955
10.0	4080.0	806,841	18.523	222.27	6,035,171	
9.5	4079.5	748,062	17.173	206.08	5,595,504	
9.0	4079.0	690,930	15.862	190.34	5,168,156	
8.5	4078.5	635,391	14.587	175.04	4,752,725	
8.0	4078.0	581,472	13.349	160.19	4,349,411	
Must Pump Level	7.5	4077.5	529,119	12.147	145.76	3,957,810
	7.0	4077.0	478,305	10.980	131.76	3,577,721
	6.5	4076.5	428,976	9.848	118.18	3,208,740
	6.0	4076.0	381,159	8.750	105.00	2,851,069
	5.5	4075.5	334,800	7.686	92.23	2,504,304
	5.0	4075.0	289,926	6.656	79.87	2,168,646
	4.5	4074.5	246,483	5.658	67.90	1,843,693
Pre-Winter/Sludge	4.0	4074.0	204,471	4.694	56.33	1,529,443
	3.5	4073.5	163,890	3.762	45.15	1,225,897
	3.0	4073.0	124,686	2.862	34.35	932,651
	2.5	4072.5	86,832	1.993	23.92	649,503
	2.0	4072.0	50,463	1.158	13.90	377,463
	1.5	4071.5	21,492	0.493	5.92	160,760
	1.0	4071.0	5,940	0.136	1.64	44,431
0.5	4070.5	675	0.015	0.19	5,049	
0.0	4070.0	0	0.000	0.00	0	





P-10-25-71

STATE OF COLORADO  
DIVISION OF WATER RESOURCES  
OFFICE OF THE STATE ENGINEER



Index No. 2481  
IDWD 1-64  
Completion Use 1  
Yield \_\_\_\_\_  
Checked By \_\_\_\_\_

ENT

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER 49649

STATE OF COLORADO ) SS

CLAIMANT (s) E.E. Sonnenberg & Sons

WELL LOCATION

Logan County 38

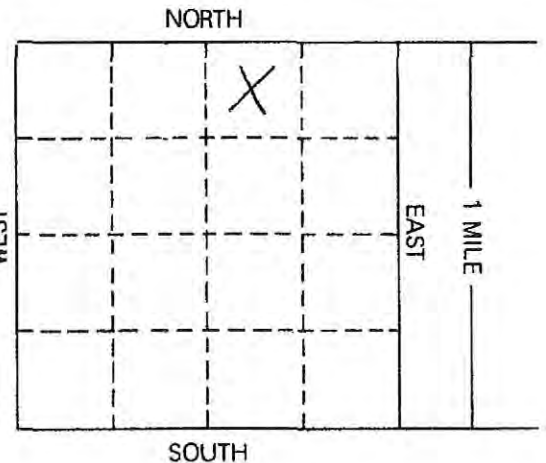
being duly sworn upon oath deposes and says that he (they) is (are) the owner (s) of the well described hereon; the total number of acres

NW ¼ of NE ¼, sec. 9  
T. 7N R. 53W 6th P.M.

of land irrigated from this well is \_\_\_\_\_; work was commenced on this well by actual construction on the

INDICATE WELL LOCATION ON DIAGRAM

4th day of November 1971; the sustained



yield from said well is 15 gpm, for which claim is hereby made

for Domestic purpose (s);

the average annual amount to be diverted is \_\_\_\_\_ acre-feet; this map and statement is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) own knowledge.

Signature (s) Maynard E. Sonnenberg

Address: Drawer 1271

Sterling, Colo. 80751

WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

Subscribed and sworn to before me on this 6th day of November, 1971

\_\_\_\_\_ ft. from \_\_\_\_\_ section line.  
(North or South)

My Commission expires: August 24, 1975

\_\_\_\_\_ ft. from \_\_\_\_\_ section line.  
(East or West)

(Seal)

Bette Lee Sunning  
Notary Public

WELL DATA

Date Completed Nov. 5, 1971

Static Water Level 70'

Total Depth of Well 100'

Ground Water Basin \_\_\_\_\_

Water Management \_\_\_\_\_

District \_\_\_\_\_

Domestic wells may be located by the following:

LOT \_\_\_\_\_, BLOCK \_\_\_\_\_

SUBDIVISION \_\_\_\_\_

FILING # \_\_\_\_\_

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 19\_\_\_\_.

STATE ENGINEER

WELL LOG

From	To	Type & Color of Material	Water Loc.
0	3	Top	
3	41	sand, clay	
41	88	sand, gravel	
88	98	fine sand, clay	
98	102	shale	

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Standard Rotary

HOLE DIAMETER:

7 in. from 0 ft. to 100 ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

CASING RECORD

Plain Casing

Size 5, kind plas. from 0 ft. to 80 ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perforated Casing

Size 5, kind plas. from 80 ft. to 100 ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

GROUTING RECORD

Material cement  
 Intervals 0-10'  
 Placement Method spill tube

GRAVEL PACK RECORD

Size \_\_\_\_\_ Interval \_\_\_\_\_

TEST DATA

Date Tested 11-5-71  
 Type of Pump bailed  
 Length of Test 2 hours  
 Sustained Yield (Metered) 15 gpm  
 Drawdown 30'

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon knows the content thereof, and the same is true of his own knowledge.

x Harold E. Confuld  
 License No. 7

State of Colorado, County of Morgan ) ss

Subscribed and sworn to before me this 6th day of November, 19 71

My Commission expires August 24, 1975, Bette Lee Dunning



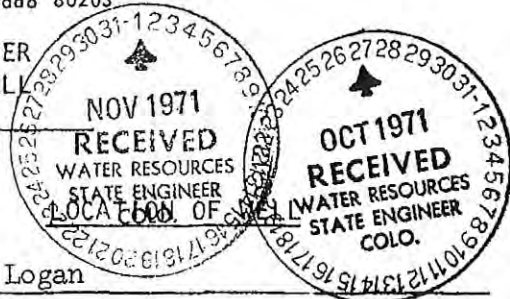
DIVISION OF WATER RESOURCES, DEPARTMENT OF NATURAL RESOURCES

101 Columbine Bldg., 1845 Sherman Street, Denver, Colorado 80203

ENT

APPLICATION FOR: [XXX] A PERMIT TO USE GROUND WATER [XXX] A PERMIT TO CONSTRUCT A WELL [ ] REPLACEMENT FOR NO. [XXX] A PERMIT TO INSTALL A PUMP [ ] OTHER

PRINT OR TYPE



APPLICANT E. E. Sonnenberg & Sons

COUNTY Logan

Street Address Drawer 1271

NW 1/4, of the NE 1/4, sec. 9

City & State Sterling, Colo. 80751

T. 7N, R. 53W, 6th P.M.

Use of ground water Domestic

Street or Lot & Block

Owner of land on which well is located E.E. Sonnenberg & Sons

City or Subdiv. Filing

Owner of irrigated land

Ground Water Basin

Number of acres to be irrigated

Water Management District

Legal description of irrigated land

LOCATE WELL ON THE BACK OF THIS SHEET

Other water rights on this land

Driller Harold Canfield No. 7

Aquifer (s) ground water is to be obtained from Alluvial

Driller's Canfield Drilling Co. Address P.O. Box 519, Ft. Morgan, Colo.

Storage capacity AF

Signature of Applicant

ANTICIPATED PUMPING RATE 15 GPM

CONDITIONS OF APPROVAL

AVERAGE ANNUAL AMOUNT OF GROUND WATER TO BE APPROPRIATED 40.36 Acre-feet

ESTIMATED WELL DATA

Anticipated start of drilling October 19 71

Anticipated start of use October 1971

Hole Diameter:

7 in. from 0 ft. to 100 ft.

NO. GW 16205

Casing:

Plain 5 in. from 0 ft. to 68 ft. 5 in. from 88 ft. to 100 ft.

Perf. 5 in. from 68 ft. to 88 ft.

ESTIMATED PUMP DATA

Type Unknown HP Outlet Size

APPLICATION APPROVED: VALID FOR ONE (1) YEAR AFTER DATE ISSUED UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO THE ISSUING AGENCY

PERMIT NO. 49649 CONDITIONAL

DATE ISSUED NOV 1 1971

STATE ENGINEER

BY



TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St. Denver, Colorado 80203

RECEIVED

JUL 13 1982

WATER RESOURCES ASST. ENGINEER COLO.

STATE OF COLORADO

COUNTY OF Logan

SS.

- STATEMENT OF BENEFICIAL USE OF GROUND WATER
- AMENDMENT OF EXISTING RECORD
- LATE REGISTRATION

PERMIT NUMBER

LOCATION OF WELL

THE AFFIANT(S) Allen Mitchek, Jerry Karg, Henry Schaffer County Logan  
 whose mailing address is Box 1348 NE 1/4 of the NW 1/4, Section 9  
 City Sterling, Colorado 80751 Twp. 7N Rng. 53W 6 P. 1

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 1243 feet from the north section line and 1452 feet from the west section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the day of April 22, 19 82; the maximum sustained pumping rate of the well is 950 gallons per minute, the pumping rate claimed hereby is 950 gallons per minute; the total depth of the well is 98 feet; the average annual amount of water to be diverted is 350 acre-feet; for which claim is hereby made for irrigation

purpose(s); the legal description of the land on which the water from this well is used is NE 1/4, NW 1/4, Sec 9, T 7N, R 53W 6th PM, Logan County of which

350 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) Henry Schaffer

Subscribed and sworn to before me on this 30 day of June, 19 82

My Commission expires: October 29, 1985

Esther [Signature]  
 1313 Fillmore Street, Sterling, Co 80751  
 ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO  
 PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY

Court Case No. \_\_\_\_\_

Prior \_\_\_\_\_ Mo. \_\_\_\_\_ Day \_\_\_\_\_ Yr. \_\_\_\_\_

Div. \_\_\_\_\_ City. \_\_\_\_\_

Sec \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 \_\_\_\_\_

Well Use \_\_\_\_\_

Dist. \_\_\_\_\_ Basin \_\_\_\_\_ Man. Dis. \_\_\_\_\_



COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818  
Denver, Colorado 80203

RECEIVED  
JUN 15 1982

THIS FORM MUST BE SUBMITTED  
WITHIN 60 DAYS OF COMPLETION  
OF THE WORK DESCRIBED HERE.  
ON TYPE OR PRINT IN BLACK  
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER BO124-RE

WATER RESOURCES  
STATE ENGINEER  
COLO

Jerry Karg  
WELL OWNER Allen Mitchek, Henry Schaffer,

NE ¼ of the NW ¼ of Sec. 9

Box 1348  
ADDRESS Sterling, Colorado 80751

T. 7 N., R. 53 W., 6th P.

DATE COMPLETED April 5, 19 82

HOLE DIAMETER

26 in. from 0 to 98 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 60

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Perforated Casing

Size 16 & kind steel from 60 to 80

Size 16 & kind screen from 80 to 98

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

GROUTING RECORD

Material \_\_\_\_\_

Intervals \_\_\_\_\_

Placement Method \_\_\_\_\_

GRAVEL PACK: Size pea gravel

Interval 0 - 98

TEST DATA

Date Tested April 5, 19 82

Static Water Level Prior to Test 62'

Type of Test Pump turbine

Length of Test 4 hours

Sustained Yield (Metered) 1250 gpm

Final Pumping Water Level 94'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	3	top soil	
3	12	sand and gravel clay mix	
12	18	sand and gravel	x
18	30	clay and gravel streaks	x
30	50	sand and gravel	x
50	53	clay	
53	97	big sand and gravel	x
97	98	yellow shale	
TOTAL DEPTH <u>98</u>			

Use additional pages necessary to complete log.

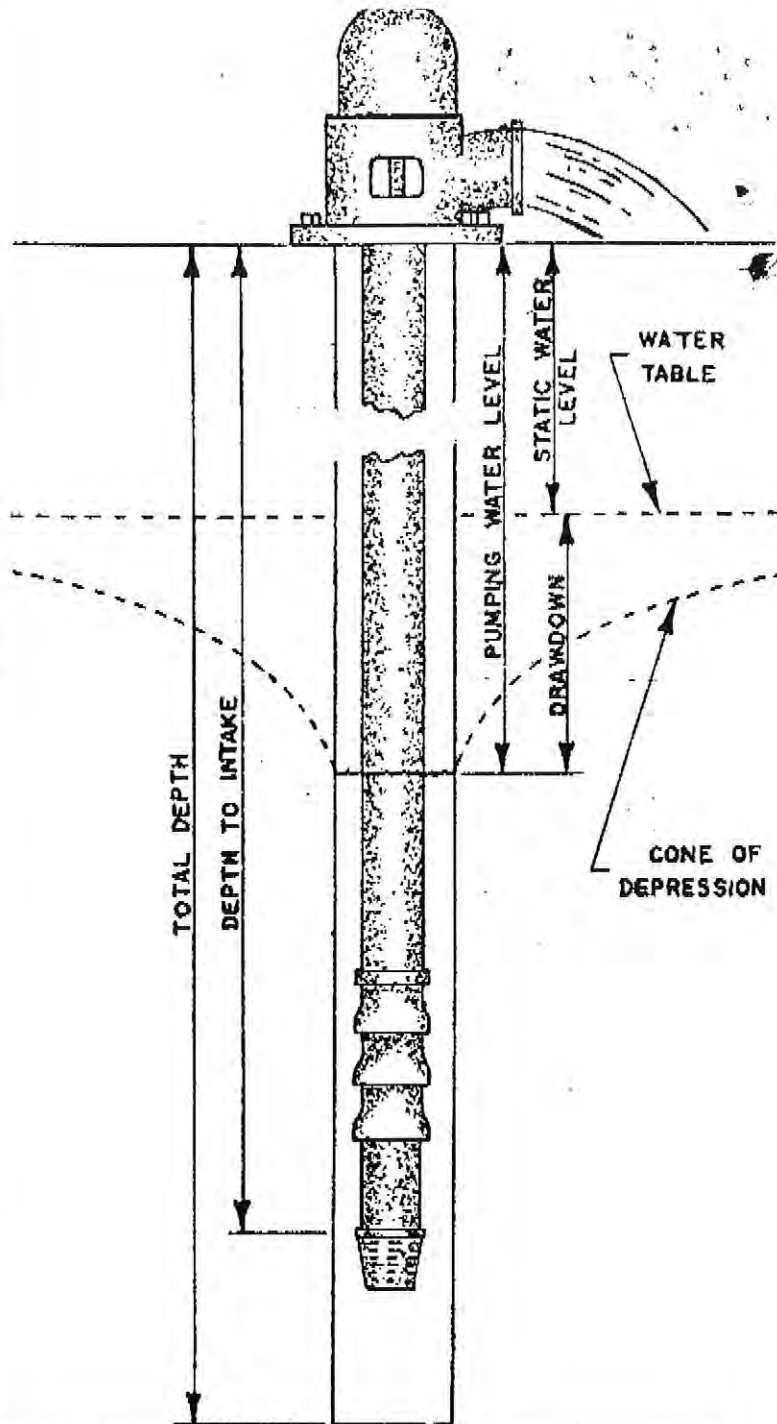


**PUMP INSTALLATION REPORT**

Pump Make moved old pump  
 Type turbine  
 Powered by 60 HP Yaskawa motor  
 Pump Serial No. \_\_\_\_\_  
 Motor Serial No. 007505503  
 Date Installed April 22, 1982  
 Pump Intake Depth 90'  
 Remarks \_\_\_\_\_

**WELL TEST DATA WITH PERMANENT PUMP**

Date Tested April 22, 1982  
 Static Water Level Prior to Test 64 62'  
 Length of Test 4 hours Hours  
 Sustained yield (Metered) 1250 GPM  
 Pumping Water Level 94'  
 Remarks \_\_\_\_\_



**CONTRACTORS STATEMENT**

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature Dennis Stewart License No. 66

State of Colorado, County of Logan SS

Subscribed and sworn to before me this 9th day of June, 19 82

My Commission expires: October 29, 19 85

Notary Public Esther [Signature]  
 1313 Fillmore Street, Sterling, Colorado 80751

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. PINK COPY is for the Owner and YELLOW COPY is for the Driller.





WELL LOG

WELL DATA

From	To	Type of Material	Water Loc.
	4	Top	
	10	Sand	
0	34	Clay	
14	70	Sand & gravel	
0	78	Sand & gravel & rocks	
8	95	Rusty sand & gravel & rocks	
15	98	Sand & gravel cleaner	
18	104	Shale	

Use additional paper if necessary to complete log.

Type Drilling Standard Rotary

HOLE DIAMETER:

7 in. from 0 ft. to 104 ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

CASING RECORD

Plain Casing

Size 5, kind plas from 0 ft. to 83 ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perforated Casing

Size 5, kind plas from 83 ft. to 104 ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 Size \_\_\_\_\_, kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

GROUTING RECORD

Material cement  
 Intervals 0-10'  
 Placement Method spill tube

GRAVEL PACK RECORD

Size \_\_\_\_\_ Interval 10' to bottom

TEST DATA

Date Tested 11-20-69  
 Type of Pump bailed  
 Length of Test 2 hrs.  
 Constant Yield 20 gpm  
 Drawdown 6'

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon, knows the content thereof; and the same is true of his own knowledge. Canfield Drlg. Co.

X D. Robert Kemmerer Jr.

License No. 7

State of Colorado, County of \_\_\_\_\_ ss

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission expires \_\_\_\_\_ 147 \_\_\_\_\_, 19 \_\_\_\_\_

RECEIVED  
JUN 4 1969  
GROUND WATER SECT  
COLORADO  
STATE ENGINEER

APPLICATION FOR:  A PERMIT TO USE GROUND WATER  
 A PERMIT TO CONSTRUCT A WELL  
 REPLACEMENT FOR NO. \_\_\_\_\_  
 A PERMIT TO INSTALL A PUMP  
 OTHER

PRINT OR TYPE

LOCATION OF WELL

APPLICANT E.E. Sonnenberg & Sons, Inc.

COUNTY Logan

Street Address P.O. Box 1271

SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ , sec. 9

City & State Sterling, Colorado

T. 7N, R. 53W, 6th P.M.

Use of ground water Stockwell

Street or

Owner of land on which well

Lot & Block \_\_\_\_\_

is located \_\_\_\_\_

City or

Number of acres

Subdivision \_\_\_\_\_

to be irrigated \_\_\_\_\_

Ground Water Basin \_\_\_\_\_

Legal description of

Water Management

irrigated land \_\_\_\_\_

District \_\_\_\_\_

Other water rights on

LOCATE WELL ON THE BACK OF THIS SHEET

this land \_\_\_\_\_

Owner of irrigated

Driller Canfield Drilling Co. No. 7

land \_\_\_\_\_

Aquifer(s) ground water is to be obtained

Driller's

from Alluvial

Address P.O. Box 519, Ft. Morgan, Colorado

Storage capacity \_\_\_\_\_ AF

E.E. Sonnenberg & Sons, Inc  
Signature of Applicant

THE FOLLOWING TWO FIGURES ARE MAXIMUMS AND CANNOT BE EXCEEDED IN FINAL USE.  
MAXIMUM PUMPING RATE 20 GPM  
AVERAGE ANNUAL AMOUNT OF GROUND WATER TO BE APPROPRIATED \_\_\_\_\_ Acre-Feet

by Raymond P. Sonnenberg  
CONDITIONS OF APPROVAL

ESTIMATED WELL DATA

Anticipated start of drilling July 31, 19 68

Anticipated start of use \_\_\_\_\_ 19 \_\_\_\_\_

Hole Diameter:

7 in. from 0 ft. to 104 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Casing:

Plain 5 in. from 0 ft. to 83 1/2 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perf. 5 in. from 83 1/2 ft. to 104 1/2 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

ESTIMATED PUMP DATA

Type Unknown HP \_\_\_\_\_ Outlet

Size \_\_\_\_\_

APPLICATION APPROVED:  
VALID FOR ONE (1) YEAR AFTER DATE ISSUED  
UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO  
THE ISSUING AGENCY  
PERMIT NO. 38087 CONDITIONAL   
DATE ISSUED JUN 4 1969  
C. J. Guiper  
STATE ENGINEER or CHAIRMAN GROUND  
WATER COMMISSION  
By Barlan W. Esher

# Title Commitment





ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Northeast Colorado Title Company, LLC

Issuing Office: Northeast Colorado Title Company, LLC

Issuing Office's ALTA Registry ID:

Loan ID Number:

Issuing Office File Number: 243952

Property Address: 14527 County Road 24 (Parcel I); a parcel in 24-8-53 (Parcel II); 11111 County Road 31 (Parcel III) Sterling, CO 80751

Revision Number: 1

SCHEDULE A

- 1. Commitment Date: March 22, 2024, at 7:00 am
2. Policy to be Issued:

(a) [ ] ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple

- 4. The Title is, at the Commitment Date, vested in Advantage Land & Livestock, LLC (Parcel I)

Advantage Land and Livestock, LLC, A Colorado limited liability company also known as Advantage Land & Livestock, LLC, a Colorado limited liability company (Parcel II)

Advantage Feedyard, LLC (Parcel III)

- 5. The Land is described as follows: SEE ATTACHED EXHIBIT "A"

Premiums

To Be Determined \$300.00

Commitment \$200.00

Additional Parcel \$500.00

WESTCOR LAND TITLE INSURANCE COMPANY

By: [Signature]
Authorized Signatory

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**ALTA COMMITMENT FOR TITLE INSURANCE  
(ALTA Adopted 07-01-2021)**

File No.: 243952

**EXHIBIT A**

The Land is described as follows:

**PARCEL I**

**THE SW1/4 OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN; AND THAT PART OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, LOGAN COUNTY, COLORADO.**

**TOGETHER WITH RAILROAD RIGHT OF WAY DESCRIBED AS:**

**BURLINGTON NORTHERN RAILROAD COMPANY'S STERLING TO NEW RAYMER, COLORADO BRANCH LINE, NOW DISCONTINUED, AS IT CROSSES SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO, SAID 100-FOOT RIGHT OF WAY, BEING 50 FEET WIDE ON EACH SIDE OF THE TRACK CENTERLINE, SAID RIGHT-OF-WAY RUNS IN A GENERALLY NORTHEASTERLY AND SOUTHWESTERLY DIRECTION. SAID RIGHT-OF-WAY BEING A PORTION OF THE FOLLOWING:**

**TRACK CENTERLINE DESCRIPTION**

**BEGINNING AT A POINT 206 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTHEASTERLY IN A STRAIGHT LINE AT AN ANGLE OF 84°09' WITH THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 326.3 FEET TO A POINT OF A 1° CURVE TO THE LEFT, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID 1° CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 17°22' AND AN ARC LENGTH OF 1,736.7 FEET; THENCE NORTHEASTERLY, TANGENT TO SAID CURVE, A DISTANCE OF 9,388.5 FEET TO THE POINT OF INTERSECTION OF SAID TRACK CENTERLINE AND THE EAST LINE OF THE NE1/4 OF SAID SECTION 9, BEING 1,032.6 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SECTION 9 AND THERE TERMINATING.**

**PARCEL II**

**A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 0°30'50" EAST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1171.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°19'50" WEST A DISTANCE OF 1903.24 FEET; THENCE SOUTH 39°58'35" EAST A DISTANCE OF 1345.33 FEET; THENCE SOUTH 87°25'05" EAST A DISTANCE OF 1049.32 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE NORTH 0°30'50" WEST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1056.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 27.**

**SAID LEGAL DESCRIPTION WAS CREATED BY ANNE M. KORBE FOR AND ON BEHALF OF LEIBERT-MCATEE & ASSOCIATES, INC. R.L.S. NO. 26964**

**PARCEL III**

**TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO:**

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**ALTA COMMITMENT FOR TITLE INSURANCE  
(ALTA Adopted 07-01-2021)**

**SECTION 4: A PARCEL OF LAND IN THE SE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 89°55'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 659.92 FEET; THENCE NORTH 0°05'00" EAST A DISTANCE OF 88.03 FEET; THENCE NORTH 47°28'45" EAST A DISTANCE OF 150.88 FEET; THENCE NORTH 58°00'10" EAST A DISTANCE OF 148.38 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY WHOSE DELTA ANGLE IS 27°23'37" AND WHOSE RADIUS IS 1412.73 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 675.44 FEET (THE CHORD BEARS NORTH 36°53'50" EAST A DISTANCE OF 669.02 FEET); THENCE SOUTH 89°21'50" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 0°38'10" WEST ALONG THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 804.33 FEET TO THE POINT OF BEGINNING; SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 4 AND SUBJECT TO A 20 FOOT ROAD RIGHT-OF-WAY TO AMERICAN LAND AND CATTLE COMPANY AS DESCRIBED IN BOOK 613 AT PAGE 17 OF THE LOGAN COUNTY, COLORADO RECORDS ALONG THE SOUTH LINE OF SAID SE/4 OF SECTION 4**

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## SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

### Parcel I

9. Reservations, if any, as stated in The United States of America patent to William R. Orministin recorded July 3, 1902 in [Book 21 at Page 536](#) of the Logan County, Colorado records.
10. Reservations, if any, as stated in The United States of America patent to Sarah M. Childs recorded December 11, 1911 in [Book 74 at Page 447](#) of the Logan County, Colorado records.
11. Reservations, if any, as stated in The United States of America patent to Alfred B. Pickens recorded March 21, 1914 in [Book 108 at Page 89](#) of the Logan County, Colorado records.
12. Reservations, if any, as stated in The United States of America patent to Ira F. Braymer recorded December 7, 1914 in [Book 108 at Page 131](#) of the Logan County, Colorado records.
13. Road Petition recorded September 14, 1918 in [Book 3 at Page 20](#) of the Logan County, Colorado records.
14. Quitclaim Deed from The Board of County Commissioners of the County of Logan, State of Colorado and William A. House recorded January 14, 1920 in [Book 132 at Page 302](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Right of Way Deed from William A. House to The Board of County Commissioners of the County of Logan and State of Colorado recorded June 15, 1931 in [Book 285 at Page 54](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

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16. Resolution from the Board of County Commissioners to William A. House and Milanda G. House recorded July 1, 1943 in [Book 335 at Page 490](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Mineral Deed from Malinda G. House to W. Pospicil and Gladys Pospicil recorded November 4, 1949 in [Book 380 at Page 295](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
18. An undivided one-tenth (1/10) interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, together with the means of ingress and egress for the purpose of exploring for, mining, and producing the same, as stated in the Quitclaim Deed from Malinda G. House to Mary B. Craig recorded October 22, 1953 in [Book 434 at Page 159](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
19. An undivided one-tenth (1/10) interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, together with the means of ingress and egress for the purpose of exploring for, mining, and producing the same, as stated in the Quitclaim Deed from Malinda G. House to Nancy K. Frank recorded October 22, 1953 in [Book 434 at Page 160](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
20. An undivided one-tenth (1/10) interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, together with the means of ingress and egress for the purpose of exploring for, mining, and producing the same, as stated in the Quitclaim Deed from Malinda G. House to George W. House recorded October 22, 1953 in [Book 434 at Page 161](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.s.
21. An undivided one-tenth (1/10) interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, together with the means of ingress and egress for the purpose of exploring for, mining, and producing the same, as stated in the Quitclaim Deed from Malinda G. House to Eugene B. House recorded October 22, 1953 in [Book 434 at Page 162](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. An undivided one-tenth (1/10) interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, together with the means of ingress and egress for the purpose of exploring for, mining, and producing the same, as stated in the Quitclaim Deed from Malinda G. House to Seymour A. House recorded October 23, 1953 in [Book 434 at Page 184](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
23. Mineral Deed from Malinda G. House to Aaron Mosko recorded April 23, 1956 in [Book 478 at Page 198](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
24. Easement as reserved by William F. Fletcher and described in Warranty Deed recorded January 20, 1960 in [Book 526 at Page 382](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
25. Easement from American Land and Cattle Company to William F. Fletcher recorded December 9, 1966 in [Book 613 at Page 17](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
26. Reserving to grantor and its successors and assigns, an undivided one-half interest in and to all of the oil, gas, and other minerals owned by grantor herein lying in, on, and under said land, as stated in the Warranty Deed from American Land and Cattle Co. to J.I. Clark and Selma B. Clark recorded February 9, 1967 in [Book 614 at Page 345](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
27. Together with one-half (1/2) of all the existing mineral, oil, and gas rights now owned by seller, and the rights of ingress and egress for the purpose of exploration, drilling for, and producing such minerals, oil, and gas, as stated in the Warranty Deed from American Land and Cattle Co. to E.E. Sonnenberg & Sons, Inc. recorded February 27, 1967 in [Book 615 at Page 9](#) and May 4, 1967 as [Torrens Document No. 9789](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.



28. Together with one-half of all the existing mineral, oil, and gas rights now owned by grantor, and the rights of ingress and egress for the purpose of exploration, drilling for, and producing such minerals, oil, and gas, as stated in the Quitclaim Deed from American Land and Cattle Co. to E. E. Sonnenberg & Sons, Inc. recorded March 17, 1972 in [Book 666 at Page 187](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
29. Findings and Ruling of the Referee and Decree of the Water Court for Case No. W-2289 recorded January 14, 1977 in [Book 707 at Page 146](#) of the Logan County, Colorado records.
30. Findings and Ruling of the Referee and Decree of the Water Court in the matter of the Application for Water Rights of Lebsack Feed Yards, Inc. recorded February 16, 1978 in [Book 717 at Page 241](#) of the Logan County, Colorado records.
31. Saving and Reserving to the grantor an undivided one-half interest of what the grantor now owns in the oil, gas, and other minerals in, on, and under said land, with the right of ingress and egress to prospect for, mine, and remove the same, as stated in the Warranty Deed from E.E. Sonnenberg & Sons, Inc. recorded May 25, 1978 as [Torrens Document No. 11522](#) and in [Book 720 at Page 305](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
32. Decree to Correct Clerical Mistake in the matter of the Application for Water Rights of E.E. Sonnenberg & Sons, Inc. recorded November 6, 1978 in [Book 725 at Page 475](#) and May 11, 1995 in [Book 890 at Page 663](#) of the Logan County, Colorado records.
33. Saving, Excepting, and Reserving unto the grantor, an undivided one-half (1/2) of all oil, gas, and other minerals presently belonging to grantor in, on, and under said land, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining, and removing the same, as stated in the Warranty Deed from Lebsack Feed Yards, Inc. to Jerry Karg, Allen Mitchek, and Henry F. Schaffer recorded January 11, 1982 in [Book 762 at Page 593](#) and February 18, 1982 as [Torrens Document No. 12305](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
34. Any and all Easements and Rights of Way as seen on the Survey Plat for Lebsack Feed Yards, Inc recorded February 9, 1982 in [Book 763 at Page 311](#) of the Logan County, Colorado records.
35. Any and all Easements and Rights of Way as seen on the Survey Plat for Lebsack Feed Yards, Inc recorded February 9, 1982 in [Book 763 at Page 312](#) of the Logan County, Colorado records.
36. Saving, Excepting, and Reserving unto the grantor, an undivided one-half (1/2) of all oil, gas, and other minerals presently belonging to grantor in, on, and under said land, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining, and removing the same, as stated in the Quitclaim Deed from Lebsack Feed Yards, Inc. to Jerry Karg, Allen Mitchek, and Henry F. Schaffer recorded June 16, 1982 as [Torrens Document No. 12362](#) and in [Book 766 at Page 574](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
37. Saving, Excepting, and Reserving unto the grantor, an undivided one-half (1/2) of all oil, gas, and other minerals presently belonging to grantor in, on, and under said land, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining, and removing the same, as stated in the Warranty Deed from Jerry Karg, Allen Mitchek, and Henry F. Schaffer to American Farms Partnership recorded November 15, 1982 in [Book 770 at Page 299](#) and May 18, 1983 as [Torrens Document No. 12537](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
38. Excepting and Reserving unto said grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas, and all ores and minerals of every kind and nature underlying the surface of said land, together with the full right, privilege, and license at any and all times to explore, or drill for and protect, conserve, mine, take, remove, and market any and all such products in any manner which will not damage the structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights, as stated in the Quitclaim Deed from Burlington Northern Railroad Company to American Farms Partnership recorded December 13, 1982 in [Book 770 at Page 896](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
39. Resolution No. 2008-65 Special Use Permit to Allen Mitchek recorded January 5, 2009 in [Book 980 at Page 33](#) of the Logan County, Colorado records.

40. Individual Permit from the County of Logan, State of Colorado to Allen Mitchek recorded April 28, 2009 in [Book 981 at Page 644](#) of the Logan County, Colorado records.
41. Resolution No. 2014-19 Special Use Permit Amendment recorded June 24, 2014 in [Book 1008 at Page 519](#) of the Logan County, Colorado records.
42. Pipeline Easement recorded September 23, 2014 in [Book 1009 at Page 670](#) of the Logan County, Colorado records.
43. Highline Electric Association Irrigation Power Contract and Lien Statement recorded November 17, 2017 in [Book 1024 at Page 964](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
44. Highline Electric Association Irrigation Power Contract and Lien Statement recorded November 17, 2017 in [Book 1024 at Page 965](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
45. Highline Electric Association Irrigation Power Contract and Lien Statement recorded November 17, 2017 in [Book 1024 at Page 966](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
46. Easements, rights of way and/or encroachments as shown on [Survey Plat for Allen Mitchek](#) recorded February 17, 1998.

#### Parcel II

47. Reservations, if any, as stated in The United States of America patent to John D. Ewing recorded April 18, 1910 in [Book 77 at Page 170](#) of the Logan County, Colorado records.
48. Right of Way Grant from Frederick J. Kriebs Jr. and Paul N. Kriebs to The Toronto Pipe Line Company recorded September 10, 1952 in [Book 420 at Page 527](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
49. Right of Way Easement from Fred J. Kriebs and Paul N. Kriebs to The Highline Electric Association recorded February 16, 1965 in [Book 591 at Page 560](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
50. Excepting and Reserving unto grantors, their heirs and assigns, one-half of all oil, gas and other minerals in, on, and under said land, together with right of ingress and egress for the purpose of exploring for, drilling, producing, mining and removing the same as stated in Warranty Deed from Paul N. Kriebs, Marjorie M. Kriebs, Frederick J. Kriebs Jr. and Opal L. Kriebs to Allen Mitchek recorded June 11, 1976 in [Book 701 at Page 798](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
51. Electric Line Right of Way from Bill Thomas to Highline Electric Association recorded June 7, 1996 in [Book 902 at Page 734](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
52. Discrepancies in boundary line as created by Warranty Deed between Bill Thomas and Cody B. McEndaffer and Dolly A. McEndaffer recorded September 17, 2004 in [Book 954 at Page 636](#) of the Logan County, Colorado records.
53. Grant of Easement between The Estate of Allen Mitchek and Timmerman Feedyards, LLC, a Colorado limited liability company recorded August 15, 2017 in [Book 1023 at Page 588](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
54. Easements and rights of way as shown on Survey Plat for Allen Mitchek dated July 20, 2017 and recorded October 19, 2017 in [Book 1024 at Page 553](#) of the Logan County, Colorado records.

#### Parcels I and II

55. Agreement between The North Sterling Irrigation District and Allen Mitchek recorded April 26, 2006 in [Book 964 at Page 475](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

56. Special Use Permit # 199-Amendment, Resolution No. 2021-25 recorded August 3, 2021 in [Book 1044 at Page 774](#), Reception No. 756586.

### Parcel III

57. Reservations, if any, as stated in Patent from The United States of America to Heirs of David Y. Black recorded May 24, 1913 in [Book 22 at Page 513](#).

58. Mineral Deed from Minnie L. Chearis to R.G. Cheairs for an undivided 1/8th interest in and to all of the oil, gas and other minerals recorded November 18, 1932 in [Book 289 at Page 487](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

59. Mineral Deed from William Reagan to Minnie L. Cheairs for an undivided 1/4th interest in and to all of the oil, gas and other minerals recorded October 24, 1932 in [Book 289 at Page 474](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

60. Mineral Deed from William Reagan to Joseph B. Hecker for an undivided 1/4th interest in and to all of the oil, gas and other minerals recorded October 27, 1932 in [Book 289 at Page 475](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

61. Excepting an undivided 1/2 interest in and to all oil, gas and other minerals in, on and under as the said William Reagan had in his lifetime and at the time of his death in and to the above described real estate together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same as stated in Executor's Deed recorded October 9, 1959 in [Book 522 at Page 308](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

62. Easement as reserved by William F. Fletcher and described in Warranty Deed recorded January 20, 1960 in [Book 526 at Page 382](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

63. Highline Electric Association Seasonal Irrigation Well Power Contract recorded April 6, 1960 in [Book 529 at Page 234](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

64. Easement between American Land and Cattle Company and William F. Fletcher recorded December 9, 1966 in [Book 613 at Page 17](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

65. Subject to an undivided 3/4 interest in and to all of the oil, gas and other minerals lying in, on and under said premises: RESERVING to the Grantor and his heirs, successors and assigns an undivided 1/8 interest in and to all of the oil, gas and other minerals lying in, on and under said premises; and conveying to the Grantees, William F. Fletcher, an undivided 1/8 interest in and to all of the oil, gas and other minerals lying in, on and under said premises; subject to all rights previously granted for ingress and egress to explore for, mine, produce, store, and transport oil, gas and other minerals from said premises as stated in Warranty Deed recorded February 28, 1967 in [Book 615 at Page 35](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

66. Agreement between William F. Fletcher and Albert J. Fritzler recorded January 17, 1967 in [Book 613 at Page 558](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

67. Findings and Ruling of the Referee and Decree of The Water Court in and For Water Division I, State of Colorado Case No. W-868 recorded December 10, 1975 in [Book 697 at Page 851](#).

68. Mineral Deed from the Estate of William F. Fletcher to Mildred K. Fletcher for an undivided 1/8th interest in and to the oil, gas, and other minerals recorded July 19, 1988 in [Book 829 at Page 86](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

69. Reserving unto Albert J. Fritzler and Bessie Belle Fritzler, and their heirs, successors and assigns, an undivided 1/16 interest in and to all oil, gas and other constituent minerals lying in, on or under the said premises as stated in Warranty Deed recorded January 3, 1996 in [Book 897 at Page 766](#) of the Logan County,

Colorado records, together with any and all assignments thereof or interests therein.

70. An undivided one-eighth interest in and to oil, gas and other minerals as stated in Executor's Deed recorded September 30, 1996 in [Book 906 at Page 516](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
71. Resolution No. 2002-34 Subdivision Exemption recorded September 12, 2002 in [Book 941 at Page 838](#).
72. Easements and rights of way as described in Subdivision Exemption Plat No. 2002-10 recorded September 3, 2002 in [Book 941 at Page 708](#).

All

73. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
74. Taxes and assessments for the years 2023 and 2024 a lien but not yet due and payable.



## DISCLOSURES

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least on half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-40693(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer of the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" -If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

**Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.**

**Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.**

Joint Notice of Privacy Policy  
of  
**Westcor Land Title Insurance Company**  
And  
**Northeast Colorado Title Company, LLC**

Westcor Land Title Insurance Company ("WLTIC") and Northeast Colorado Title Company, LLC value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you above the measures WLTIC and Northeast Colorado Title Company, LLC take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customer, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims, and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor Northeast Colorado Title Company, LLC shares nonpublic personal information that is collected with anyone other than those individuals necessary needed to complete the real estates settlement services and issue its title insurance policy as requested by the consumer. WLTIC or Northeast Colorado Title Company, LLC may share nonpublic personal information as permitted by law with entities with whom WLTIC or Northeast Colorado Title Company, LLC has a joint marketing agreement. Entities with whom WLTIC or Northeast Colorado Title Company, LLC have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and Northeast Colorado Title Company, LLC to protect this information and to use the information for lawful purposes. WLTIC or Northeast Colorado Title Company, LLC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and Northeast Colorado Title Company, LLC, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic, and procedural safeguards in compliance with federal standards to protect that information.

**Customer Complaints**

Any complaints towards Northeast Colorado Title Company, LLC, its agents or representatives may be submitted to Kristen Boxberger, Owner/Manager via phone (970)522-7130; email at [kboxberger@nectitle.com](mailto:kboxberger@nectitle.com); or mail to P.O. Box 110, Sterling, CO 80751.

The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)

# THE UNITED STATES OF AMERICA,

Certificate No. 6798

To all to Whom these Presents shall come, GREETING:

Whereas, William R. Orniston of Logan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said William R. Orniston

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of Section nine in Township seven North of Range fifty three West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William R. Orniston

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William R. Orniston

and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William R. Orniston

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifth day of August, in the year of our Lord one thousand eight hundred and ninety, and of the Independence of the United States the one hundred and fifteenth



BY THE PRESIDENT: Benjamin Harrison  
By M. M. Keen Secretary.  
J. R. Cornell Recorder of the General Land Office.  
ad interim

Recorded, Vol. 12 Page 280

Filed for Record the 3<sup>rd</sup> day of July A. D. 1892, at 9<sup>30</sup> o'clock A. M.  
Emily M. Knudson Recorder  
By \_\_\_\_\_ Deputy.

# THE UNITED STATES OF AMERICA.

Certificate No. 11899

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Sarah M. Childs of Logan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said Sarah M. Childs

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

South West quarter of Section four, in Township seven North of Range Fifty three West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Sarah M. Childs

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Sarah M. Childs

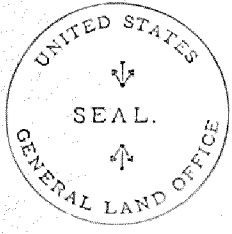
and to her heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Sarah M. Childs

and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-first day of May, in the year of our Lord one thousand nine hundred and fifteen, and of the Independence of the United States the one hundred and fiftieth.

BY THE PRESIDENT: Benjamin Harrison  
By Edward Macfarland Secretary.  
J. W. Townsend Recorder of the General Land Office.



Recorded, Colorado Vol. 23A, Page 69

Filed for Record the 11th day of Dec. A. D. 1911 at 3:00 o'clock P.M.

Mary C. Price Recorder  
By Deputy.



THE UNITED STATES OF AMERICA.

Certificate No. 11224

To all to Whom these Presents shall come, GREETING:

Alfred B. Tickers of Logan County Colorado has deposited in the General Land Office of the United States WHEREAS, A Certificate of the Register of the Land Office at Denver, Colorado

has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant— said Alfred B. Tickers according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

Northwest quarter of Section nine in Township Seven North of Range fifty-three West of the Sixth Principal Meridian, in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said land, returned to the GENERAL LAND OFFICE by the Surveyor-General; which said tract has been purchased by the said Alfred B. Tickers

Now Know Ye, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents, DO GIVE AND GRANT, unto Alfred B. Tickers his the said claimant and to the heirs, of the said claimant the Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Alfred B. Tickers claimant and to his heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the fifteenth day of May in the year of our Lord one thousand eight hundred and ninety one and of the Independence of the United States the one hundred and fifteenth

BY THE PRESIDENT: Benjamin Harrison
BY Ellen Macfarland, Asst. Secretary.
J. M. Townsend
Recorder of the General Land Office.



Recorded: Vol. 20A, Page 124 Patent Number

Filed for record at 12 o'clock M. Mar. 21 A. D. 1914

By Ulysses B. Nesner Recorder
Deputy

or lands to extract and remove his ore therefrom, should the same be found to penetrate an interest the premises hereby granted, as provided by law;

No 61996

C.H.S.

THE UNITED STATES OF AMERICA.

Stebing 06845

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at *Stebing Colorado*

has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant *said Frank S. Braymer* according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

*Northeast Quarter of Section Nine in Township Seven North of Range Fifty-three, west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres.*

according to the Official Plat of the Survey of the said land, returned to the GENERAL LAND OFFICE by the Surveyor-General: *which said Tract has been purchased by the said Frank S. Braymer*  
Now Know Ye, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, *Has* GIVEN AND GRANTED, and by these presents, DO GIVE AND GRANT, unto *Frank S. Braymer his* the said claimant and to the heirs of the said claimant *said* the Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Frank S. Braymer his* claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, and also subject to the right of the Proprietors of a mine to take and tunnel his or their mine, should as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

*The same to stand to, purchase or interest the premises thereby granted as provided by law.*

In Testimony Whereof, I, *William H. Taft* President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

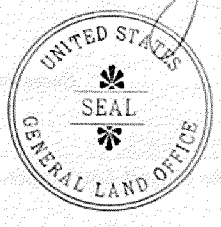
Given Under my hand, at the City of Washington, the *Twenty seventh* day of *June* in the year of our Lord one thousand nine hundred and *Ten* and of the Independence of the United States the one hundred and *Thirtieth fourth*

BY THE PRESIDENT:

*Wm H. Taft*

By *M. C. Lamy* Secretary.

*H. H. Sanford*  
Recorder of the General Land Office.



Recorded: Patent Number *141831*

Filed for record at *10<sup>20</sup>* o'clock *A.* M., *Dec 7* A. D. 19*14*

*Frank B. Heerner* Recorder.  
By *H. K. Wheeler* Deputy.





This Deed, Made this 8th day of Jan. in the year of our Lord one thousand nine hundred and twenty, between The Board of County Commissioners

of the County of Logan and State of Colorado, of the first part, and

William S. House of the County of Logan and State of Colorado, of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of One and 7/8 Dollars, to the said part of the first part in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said part of the second part, his heirs and assigns, forever, all the right, title, interest, claim and demand which the said part of the first part have in and to the following described right-of-way lands situate, lying and being in the County of Logan and State of Colorado, to-wit:

Beginning at the N. E. Corner of Sec. 9 Twp. 7 Range 53 Thence South 89° 20' E 132.5 to E 1/4 E Corner on N. Line Sec. 9 - Thence N. 00° 30' E 657.0 to South Bank at South Platt River

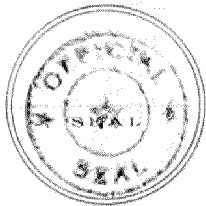
To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part of the second part, his heirs and assigns, forever.

In Witness Whereof, The said part of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

W. E. Henning Co. Comm. Seal
C. M. Morris Co. Comm. Seal
H. D. Alford Co. Comm. Seal

STATE OF COLORADO, COUNTY OF Logan, I, B. J. Ragatz, Deputy Co. Clerk, in and for said County, in the State aforesaid, do hereby certify that The Board of County Commissioners



personally known to me to be the person whose name subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Official seal, this 8th day of January, A. D. 1920. My commission expires 1922

B. J. Ragatz, Deputy County Clerk

Filed for record the 14th day of January, A. D. 1920, at 8:00 o'clock A. M. Mabel E. Whitley, RECORDER. By Deputy.



Know all Men by these Presents, That William A. House

of the County of Logan and State of Colorado in consideration of the sum of One Dollar and other good and valuable considerations DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, the following described Real Estate in Logan County, State of Colorado, to-wit:

A strip of ground sixty feet wide, it being          feet on          side of the

running diagonally across the Northeast Quarter (N.E. 1/4) of Section 9, in Township 7 North of Range 59 West of the 6th Principal Meridian, parallel with and being immediately adjacent to the northern side of the Right of Way of the C. B. & Q. R. R. Company as it crosses said quarter section in a northeasterly and southeasterly direction.

(This right of way is conveyed in consideration of the County this day vacating that certain road running east and west on the section line between sections 4 and 9, one mile in length, in said Township and Range. Therefore, if said road thus vacated shall ever be hereafter re-opened for road purpose, then the first above described right of way herein conveyed shall revert to and become the absolute property of the above grantor, his heirs, executors or assigns.)

of Section No.          in Town No.          N. Range No.          W. of the          P. M., to have and to hold the same unto the said The Board of County Commissioners and its assigns forever.

In Witness Whereof, he has hereunto set his hand and seal, this 2nd day of June A. D. 1931.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

William A. House Seal  
Seal  
Seal  
Seal

STATE OF COLORADO, }  
Logan COUNTY. } ss. On this 2nd day of June A. D. 1931, before me, Lucy G. Blehschmidt Notary Public, duly appointed and qualified for and residing in said County, personally came William A. House



to me known to be the identical person described in and who executed the foregoing conveyance as grantor, and acknowledged this instrument to be his voluntary act and deed.

Witness My hand and Notarial Seal the day and year last above written.

Lucy G. Blehschmidt  
Notary Public

My Commission expires Oct 27, 1934

Filed for record this 15 day of June A. D. 1931, at 12:35 o'clock P. M.

Edith Kane RECORDER.  
By Donnell Lawrence DEPUTY.

Kenneth H. Beebe (Seal)

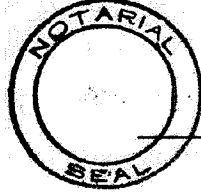
Martha G. Beebe (Seal)

STATE OF WASHINGTON)  
                                  )SS.  
County of King            )

The foregoing instrument was acknowledged before me this 21st day of June, 1943, by KENNETH H. BEEBE and MARTHA G. BEEBE, Husband and wife.

WITNESS my hand and official seal.

My commission expires Aug. 14, 1945.



Paul S. Friedlander  
Notary Public.

Loan No. 19379

This instrument was filed for record in my office at 10:36 A. M., June 28, 1943, and is duly recorded in Book 335, Page 489.

Ruth M. Leh, Recorder

Donnell Lawrence, Deputy

\*\*\*AMM\*\*\*

No. 308198

CERTIFICATE

STATE OF COLORADO    )  
                                  )SS  
INSURANCE DEPARTMENT)

I, Luke J. Kavanaugh, Commissioner of Insurance of the State of Colorado, do hereby certify that the following is a true and correct copy of Certificate of Authority issued March 1, 1943 to the Metropolitan Life Insurance Company, New York, New York, by the Commissioner of Insurance of the State of Colorado;

"No. 1146                            STATE    OF    COLORADO  
                                  CERTIFICATE   ( State                    OF AUTHORITY  
  Seal)  
  INSURANCE DEPARTMENT

I, Luke J. Kavanaugh, Commissioner of Insurance, do hereby certify that the Metropolitan Life Insurance Company a corporation organized under the laws of New York, whose principal office is located at New York City, in consideration of compliance with the laws of

Colorado, is hereby authorized to transact the business set forth in the provisions of its Charter or Articles of Incorporation permitted by the said laws, until the last day of February in the year of our Lord one thousand nine hundred and forty-four

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Denver this first day of March, A. D. 1943.

(Signed) LUKE J. KAVANAUGH  
Commissioner of Insurance. "

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at the City of Denver, this 28th day of June, A. D. 1943.



Luke J. Kavanaugh  
LUKE J. KAVANAUGH  
Commissioner of Insurance.

This instrument was filed for record in my office at 9:40 A. M., June 30, 1943, and is duly recorded in Book 335, Page 490.

Ruth M. Leh, Recorder

\*\*\*AMM\*\*\*

No. 308222

R E S O L U T I O N

At a regular meeting of the Board of County Commissioners, of Logan County, held at the County Seat in Sterling, Colorado, on the 9th day of May, A. D. 1940, the following resolution was duly adopted by said Board.

WHEREAS, WILLIAM A. HOUSE and MILANDA G. HOUSE are the sole owners of the land surrounding the following described road, to wit:

That certain road running in a Northeasterly and Southwesterly direction diagonally across the Northeast Quarter (NE¼) of Section Nine (9), Township Seven (7), North of Range Fifty-three (53), West of the Sixth (6th) Principal Meridan, Logan County, Colorado; same being Sixty (60) feet in width and being immediately adjacent to the Northerly side of the Right of Way of the C. B. & Q. Railway Company as it crosses said Quarter Section; and,

WHEREAS, the said WILLIAM A. HOUSE and MILANDA G. HOUSE have petitioned said Board to vacate said road, in conformity with Section 43, Chapter 143, C.S.A. '35; and,

WHEREAS, said Board has read said petition and are fully advised in the premises.

NOW, THEREFORE, BE IT RESOLVED that said above described road is hereby fully vacated as though it had never been laid out and platted.

Commissioner Tom Moore moved the adoption of the resolution. Vote was taken on said motion resulting in the unanimous adoption of said resolution, all the said Commissioners being present and voting as follows:

Tom Moore     Aye      
Ray Rieke     Aye      
Dewey Harmon   Aye  

State of Colorado.)  
                          ) ss.  
County of Logan.  )

I, Ruth M. Leh, County Clerk & Recorder, in and for said County, State aforesaid, do hereby certify that the foregoing instrument is a true copy of a portion of the Commissioners of Logan County, proceedings which appears on page 597 in book 9.

Given under my hand and official seal this 1st day of July, A. D. 1943.



    Ruth M. Leh      
County Clerk & Recorder.

By   Donnell Lawrence    
Deputy.

This instrument was filed for record in my office at 2:50 P. M., July 1, 1943, and is duly recorded in Book 335, Page 490.

    Ruth M. Leh, Recorder    

    Donnell Lawrence, Deputy    

\*\*\*AMM\*\*\*\*

No. 308251

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

BOOK 274 PAGE 423

IN CHANCERY

Recorded Sept. 8, 1942 at 9:00 O'Clock A.M.

Reception 275201 RAY F. MORGAN, Recorder

CHARLES E. GAUSS, Commissioner  
of Insurance  
Plaintiff,

vs.

AMERICAN LIFE INSURANCE COMPANY,  
A Michigan insurance company,  
Defendant

ORDER APPOINTING PERMANENT RECEIVER

At a session of said Court held in its Court Room in the City Hall, in the City of Lansing, Ingham County, Michigan, on the 16th day of September, A. D. 1939.

PRESENT: <sup>169</sup> Honorable Leland W. Carr,  
Circuit Judge.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE

of Logan County, State of Colorado for and in consideration of the sum of One Dollar and other valuable consid/ Dollars (\$) cash in hand paid by WM. POSPICIL and GLADYS POSPICIL

hereinafter called Grantee\_s, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee\_s an undivided one-eightieth interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Logan County, State of Colorado to-wit:

West Half (W 1/2) of Section Four (4), Southeast Quarter (SE 1/4) of Section Five (5), South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section Eight (8), All that part of Section Nine (9) north and west of the railroad, except the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) lying north of the Railroad,

excepting all rights-of-ways,

of Section All in Township 7 Range 53 containing 796.23 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of W. F. Alexander, it is understood and agreed that

this sale is made subject to the terms of said lease, but covers and includes one-eightieth of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that one-eightieth of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee\_s and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-eightieth of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee\_s owning one-eightieth of all oil, gas and other minerals in and under said lands, together with 1/80th interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee\_s herein, their heirs and assigns forever; and Grantor does hereby bind herself, her heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee\_s herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness my hand this 31st day of October, 1949

Malinda G. House

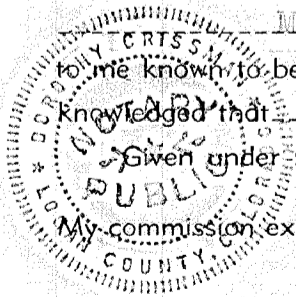
STATE OF COLORADO } ss. ACKNOWLEDGMENT, COLORADO COUNTY OF LOGAN }

On this 31st day of October, A. D. 1949, before me personally appeared Malinda G. House

to me known to be the person described in and who executed the foregoing instrument, and each acknowledged that she executed the same as her free act and deed.

Given under my hand and notarial seal the day and year last above written.

My commission expires May 20, 1950. Dorothy Crissman Notary Public





Recorded at 2:55 o'clock P.M. Oct. 22, 1953 BOOK 434 PAGE 159  
Reception No. 371281 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE - - - - -

of the County of Logan, and State of Colorado,  
for the consideration of Ten Dollars and other valuable consideration ~~xxxx Dollars~~  
in hand paid, hereby sell and quitclaim to MARY B. CRAIG - - - - -  
of the County of Bannock, and State of Colorado,  
the following real property, situate in the County of Logan  
and State of Colorado, to-wit:

An undivided one-tenth (1/10) interest in and to all of the oil, gas and other minerals lying in, on and under the following described premises, to-wit:

The West Half (W $\frac{1}{2}$ ) of Section Four (4), the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5), the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), and all that part of Section Nine (9) lying north and west of the C.B. & Q.R.R. right of way, all in Township Seven (7) North, Range Fifty-three (53) West of the 6th P.M., Logan County, Colorado;

together with the means of ingress and egress for the purpose of exploring for, mining and producing the same;

TO HAVE AND TO HOLD unto the said Mary B. Craig for so long as she shall live, and upon her death, said property shall pass to the then living children of the said Mary B. Craig, to be theirs absolutely and forever, share and share alike,

with all its appurtenances, subject to oil and gas leases of record.

Signed and delivered this 22 day of October, A. D. 1953.

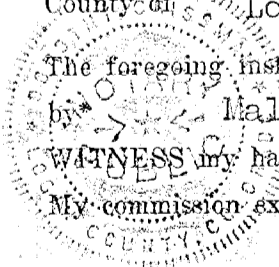
In the presence of } Malinda G. House (SEAL)  
} \_\_\_\_\_ (SEAL)  
} \_\_\_\_\_ (SEAL)

STATE OF COLORADO, } ss.  
County of Logan

The foregoing instrument was acknowledged before me this 22 day of October, 1953, by Malinda G. House.

WITNESS my hand and official seal.  
My commission expires May 27, 1954.

Dorothy Crissman  
NOTARY PUBLIC



\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.— Statutory Acknowledgment, Session 1927.

Recorded at 2:55 o'clock P. M. Oct. 22, 1953

Reception No. 371282 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE - - - - -

of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration xxx Dollars in hand paid, hereby sell and quitclaim to NANCY K. FRANK - - - - - of the County of Logan, and State of Colorado, the following real property, situate in the County of Logan and State of Colorado, to-wit:

An undivided one-tenth (1/10) interest in and to all of the oil, gas and other minerals lying in, on and under the following described premises, to-wit:

The West Half (W 1/2) of Section Four (4), the Southeast Quarter (SE 1/4) of Section Five, the Southeast Quarter (SE 1/4) of Section Eight (8), and all that part of Section Nine (9) lying north and west of the C. B. & Q. R. R. right of way, all in Township Seven (7) North, Range Fifty-three (53) West of the 6th P.M., Logan County, Colorado;

together with the means of ingress and egress for the purpose of exploring for, mining and producing the same;

TO HAVE AND TO HOLD unto the said Nancy K. Frank for so long as she shall live, and upon her death, said property shall pass to the then living children of the said Nancy K. Frank, to be theirs absolutely and forever, share and share alike,

with all its appurtenances, subject to oil and gas leases of record.

Signed and delivered this 22 day of October, A. D. 19 53.

In the presence of Malinda G. House (SEAL) (SEAL) (SEAL)

STATE OF COLORADO, County of Logan } ss.

The foregoing instrument was acknowledged before me this 22 day of October, 19 53, by Malinda G. House.

\* WITNESS my hand and official seal. My commission expires May 27, 1954.

Dorothy Crissman NOTARY PUBLIC

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.— Statutory Acknowledgment, Session 1927.

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE - - - - -

of the County of Logan, and State of Colorado,  
 for the consideration of Ten Dollars and other valuable consideration ~~XXXXXX~~,  
 in hand paid, hereby sell and quitclaim to GEORGE W. HOUSE - - - - -  
 of the County of Logan, and State of Colorado,  
 the following real property, situate in the County of Logan  
 and State of Colorado, to-wit:

An undivided one-tenth (1/10) interest in and to all of the oil, gas and other minerals lying in, on and under the following described premises, to-wit:

The West Half (W $\frac{1}{2}$ ) of Section Four (4), The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five, The South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Eight (8), and all that part of Section Nine (9) lying north and west of the C. B. & Q. R.R. right of way, all in Township Seven (7) North, Range Fifty-three (53) West of the 6th P.M., Logan County, Colorado;

together with the means of ingress and egress for the purpose of exploring for, mining and producing the same;

TO HAVE AND TO HOLD unto the said George W. House for as long as he shall live, and upon his death, the said property shall revert to the grantor herein if she be living; if the grantor herein shall predecease the said George W. House, then upon the death of the said George W. House, said property shall pass to the then living children of the said George W. House to be theirs absolutely and forever, share and share alike.

with all its appurtenances, subject to oil and gas leases of record.

Signed and delivered this 22 day of October, A. D. 1953

In the presence of

*Malinda G. House* (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,

County of Logan

} ss.

The foregoing instrument was acknowledged before me this 22 day of October, 1953,

by *Malinda G. House*.

WITNESS my hand and official seal.

My commission expires May 27, 1954.

*Dorothy Crissman*

NOTARY PUBLIC

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.— Statutory Acknowledgment, Session 1927.

Recorded at 2:55 o'clock P. M. Oct. 22, 1953

Reception No. 371284 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE - - - - -

of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration xxxxxxxx in hand paid, hereby sell and quitclaim to EUGENE B. HOUSE - - - - - of the County of Logan, and State of Colorado, the following real property, situate in the County of Logan and State of Colorado, to-wit:

An undivided one-tenth (1/10) interest in and to all of the oil, gas and other minerals lying in, on and under the following described premises, to-wit:

The West Half (W 1/2) of Section Four (4), the Southeast Quarter (SE 1/4) of Section Five (5), the Southeast Quarter (SE 1/4) of Section Eight (8), and all that part of Section Nine (9) lying north and west of the C.B. & Q.R.R. right of way, all in Township Seven (7) North, Range Fifty-three (53) West of the 6th P.M., Logan County, Colorado;

together with the means of ingress and egress for the purpose of exploring for, mining and producing the same; TO HAVE AND TO HOLD unto the said Eugene B. House for so long as he shall live, and upon his death, said property shall pass to the then living children of the said Eugene B. House, to be theirs absolutely and forever, share and share alike,

with all its appurtenances, subject to oil and gas leases of record.

Signed and delivered this 22 day of October, A. D. 19 53.

In the presence of

Malinda G. House (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO, County of Logan ss.

The foregoing instrument was acknowledged before me this 22 day of October, 1953, by Malinda G. House.

WITNESS my hand and official seal.

My commission expires May 27, 1954.

Dorothy Criseman NOTARY PUBLIC

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.— Statutory Acknowledgment, Session 1927.



Recorded at 3:10 o'clock P. M. Oct. 23, 1953

Reception No. 371305 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That MALINDA G. HOUSE

of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration ... in hand paid, hereby sell and quitclaim to SEYMOUR A. HOUSE ... of the County of Cook, and State of Illinois, the following real property, situate in the County of Logan and State of Colorado, to-wit:

An undivided one-tenth (1/10) interest in and to all of the oil, gas and other minerals lying in, on and under the following described premises, to-wit:

The West Half (W 1/2) of Section Four (4), the Southeast Quarter (SE 1/4) of Section Five, the Southeast Quarter (SE 1/4) of Section Eight (8), and all that part of Section Nine (9) lying north and west of the C. B. & Q. R.R. right of way, all in Township Seven (7) North, Range Fifty-three (53) West of the 6th P.M., Logan County, Colorado;

together with the means of ingress and egress for the purpose of exploring for, mining and producing the same;

TO HAVE AND TO HOLD unto the said Seymour A. House for as long as he shall live, and upon his death, the said property shall revert to the grantor herein if she be living; if the grantor herein shall predecease the said Seymour A. House, then upon the death of the said Seymour A. House, said property shall pass to the then living children of the said Seymour A. House to be theirs absolutely and forever, share and share alike,

with all its appurtenances, subject to oil and gas leases of record.

Signed and delivered this 22 day of October, A. D. 1953

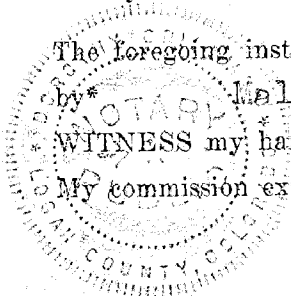
In the presence of

Malinda G. House (SEAL) (SEAL) (SEAL)

STATE OF COLORADO, County of Logan ss.

The foregoing instrument was acknowledged before me this 22 day of October, 1953, by Malinda G. House.

WITNESS my hand and official seal. My commission expires May 27, 1954.



Dorothy Crissman NOTARY PUBLIC

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.— Statutory Acknowledgment, Session 1927.

BOOK 478 PAGE 198

MINERAL DEED



KNOW ALL MEN BY THESE PRESENTS, That Malinda G. House, a widow

of 4980 So. Broadway Englewood, Colo. hereinafter called Grantor, (whether one or more) for and in consideration

of the sum of Ten & More Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Aaron Mosko

3232 So. Broadway of Englewood, Colorado hereinafter (Give Exact Postoffice Address)

50 called Grantee (whether one or more) an undivided 1/12.5 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 Logan County, State, Colorado, to-wit:

- 7 North, Range 53 West Section 4: West - Half Section 5: Southeast Quarter Section 8: Southeast Quarter Section 9: Northeast Quarter (All that part lying north of the Rail Road) Section 9: Northwest Quarter (All that part lying north of the railroad)

containing 900 acres, more or less, together with the right to 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 rights 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 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 lands 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 mortgage, taxes, or other liens on the above described land, upon default in payment by 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 any wise belonging to the said Grantee herein, his heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee, his heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein, his heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

And the undersigned grantors, for themselves and their heirs, successors, and assigns hereby waive and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way effect the purpose for which this instrument is made, as recited herein.

WITNESS my hand this 7th day of April 1956

Witnesses: Malinda G. House (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF Colorado } (INDIVIDUAL) (Montana, Colorado) COUNTY OF Douglas } ss.

On this 7th day of April in the year 1956, before me, Michael J. Keller Notary Public.

personally appeared Malinda G. House, a widow

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. My commission expires: 5/21/56 Michael J. Keller Notary Public.

STATE OF } (CORPORATE) (Wyoming, Montana or Colorado) COUNTY OF } ss.

On this day of 19 before me appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its

board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Recorded at 2:25 o'clock P. M. Jan 20 1960

Reception No. 419137 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM F. FLETCHER of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration, Dollars, in hand paid, hereby sells and conveys to JOHN LUFT and LOIS B. LUFT,

of the County of Logan, and State of Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

The Northeast Quarter (NE 1/4) of Section Four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth P.M.;

SAVING, EXCEPTING AND RESERVING, HOWEVER, unto predecessors of grantor an undivided 3/4 interest in and to all of the oil, gas and other minerals in, on and under the above described premises; and, further, SAVING, EXCEPTING AND RESERVING unto grantor an undivided 1/8 interest in and to all of the oil, gas and other minerals, together with the right of ingress and egress for the purpose of exploring for, mining, developing and producing the same. (It is the intention of the parties that each will receive an undivided 1/8 interest in and to all of the oil, gas and other mineral rights).

Also, RESERVING to grantor an easement of not to exceed 10 feet east of west fence and running not over 700 feet north and south in the southwest corner of the NE 1/4 of Section 4, Township 7 North, Range 53, for the purpose of a drain ditch not to exceed 3 feet in depth;

With all its appurtenances, and warrant the title to the same, subject to: taxes for the year 1960, due and payable in 1961, and all subsequent taxes; road rights-of-way; inclusion of said property in special districts; all previously reserved mineral rights, as of record; oil and gas lease of record.

Signed and delivered this 19th day of January, A. D. 1960.

In the Presence of

William F. Fletcher (SEAL)

(SEAL) (SEAL)

STATE OF COLORADO COUNTY OF LOGAN.

ss.

The foregoing instrument was acknowledged before me this 19th day of January, 1960

by William F. Fletcher.

WITNESS my hand and official seal.

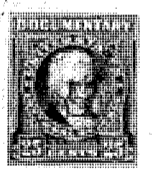
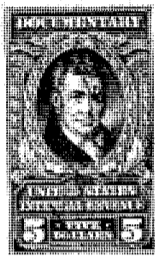
My commission expires May 13, 1962

Dorothy Crissman Notary Public

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment.—118-6-1, C. R. S. 1953.

WARRANTY DEED — (STATUTORY FORM) — TO JOINT TENANTS

FEE PAID UNDER S. B. No. 222 & 223 FEE PAID UNDER PROTEST FEE EXCUSED





EASEMENT

THIS AGREEMENT is made and entered into this 17th day of November, A.D. 1966, by and between the AMERICAN LAND AND CATTLE COMPANY, a Colorado Corporation, and WILLIAM F. FLETCHER;

## WITNESSETH THAT:

WHEREAS, the Land Company is the owner of the SW $\frac{1}{4}$  of Sec. 4, and that part of the NE $\frac{1}{4}$  of Sec. 9 lying North of the Railroad, all in Twp. 7 N, R 53 W of the 6th P.M., Logan County, Colorado; and

WHEREAS, Fletcher is the owner of the SE $\frac{1}{4}$  of said Sec. 4; and

WHEREAS, the parties are desirous of granting reciprocal easements and rights-of-way.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and grants, it is hereby understood and agreed as follows:

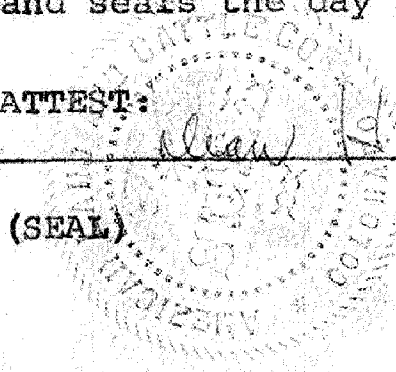
1. The Land Company hereby grants to Fletcher a 20-foot road right-of-way along the East side of the SW $\frac{1}{4}$  of said Sec. 4.
2. The Land Company grants to Fletcher the right to run waste water from his land, the SE $\frac{1}{4}$  of said Sec. 4, into a pond or lagoon located in the NE $\frac{1}{4}$  of said Sec. 9.
3. Fletcher grants to the Land Company a 20-foot right-of-way across the SW corner of the SE $\frac{1}{4}$  of said Sec. 4 for the purpose of carrying waste water in a ditch or canal to be constructed thereon for farm drainage purposes. The center line of said right-of-way runs between the following points:
  - (a) 420 feet North of the SW corner of the SE $\frac{1}{4}$  of said Sec. 4 and on the West line thereof;
  - (b) 160 feet East of said SW corner of the SE $\frac{1}{4}$  of said Sec. 4 and on the South line thereof.
4. Fletcher also grants to the Land Company a 20-foot road right-of-way along the South line of the SE $\frac{1}{4}$  of said Sec. 4.
5. The Land Company agrees to install culverts under roads as necessary to operate the drain ditch described in paragraph No. 3 above.

This Agreement shall be binding upon the administrators, executors, successors and assigns of each of the parties hereto.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.


ATTEST:

(SEAL)

  
Secretary

AMERICAN LAND AND CATTLE COMPANY,  
a Colorado Corporation:

By:   
President

  
William F. Fletcher





Rev-  
#52x80

Recorded at 11:20 o'clock A. M., 2-9-67

BOOK 614 PAGE 345

Reception No. 472981

Donnell Lawrence

Recorder.

THIS DEED, Made this 8<sup>th</sup> day of February, 19 67,  
between AMERICAN LAND AND CATTLE CO.,

a corporation duly organized  
and existing under and by virtue of the laws of the State of Colorado  
of the first part, and

J. I. CLARK and SELMA B. CLARK  
of the County of Logan  
and State of Colorado, of the second part:

WITNESSETH: That the said party of the first part, for and in con-  
sideration of the sum of Ten and more-----

----- DOLLARS,  
to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged,  
has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto  
the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns  
and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate,  
lying and being in the County of Logan and State of Colorado, to-wit:

W/2 of Section 9, and the SE/4 of Section 8, all in Township  
7 North, Range 53 West of the 6th P.M., Logan County, Colorado,  
lying South of the C.B.&Q. Railroad right-of-way;

TOGETHER WITH all growing crops, improvements, including irri-  
gation wells and turbine pump equipment thereon; and

SUBJECT TO prior mineral reservations and conveyances of record;  
reserving to the Grantor and its successors and assigns, an un-  
divided one-half interest in and to all of the oil, gas, and other  
minerals owned by the Grantor herein lying in, on and under said  
premises; and conveying to the Grantees an undivided one-half in-  
terest in and to all of the oil, gas and other minerals owned by  
the Grantor herein lying in, on and under said premises.

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 said party of the first part, 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  
said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor for-  
ever. And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and  
agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns  
of such survivor, that at the time of the ensembling and delivery of these presents, it is well seized of the premises  
above conveyed, as of 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  
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, as-  
sessment and incumbrances of whatever kind or nature soever.

SUBJECT TO taxes and assessments for 1967, and thereafter; and  
rights and obligations for Padroni Soil Conservation District and  
The Sterling Rural Fire Protection District; and subject to  
existing rights-of-way and easements.

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, the  
survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons  
lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT  
AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto sub-  
scribed by its President and its corporate seal to be hereunto affixed, attested by its  
Secretary, the day and year first above written.

Attest: \_\_\_\_\_  
Dean H. Tanner, Secretary

AMERICAN LAND AND CATTLE CO. \_\_\_\_\_

By Stuart F. Bales, President

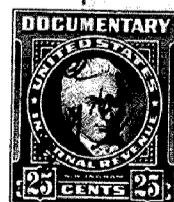
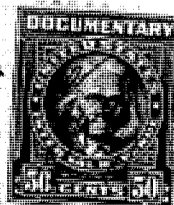
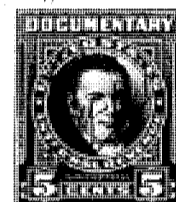
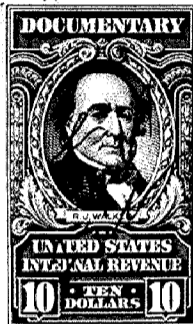
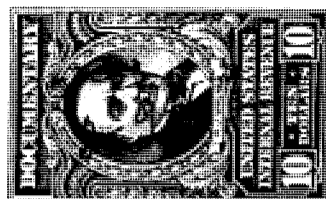
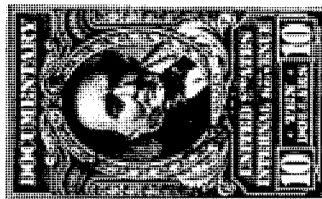
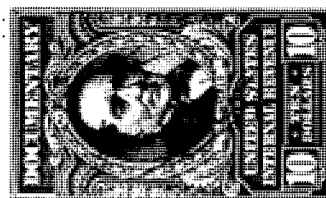
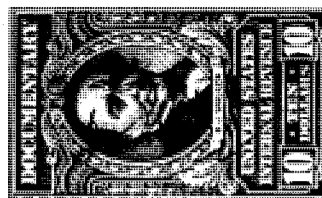
STATE OF COLORADO,  
County of Logan } ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February  
1967, by Stuart F. Bales as President and  
Dean H. Tanner as Secretary of  
American Land and Cattle Co., a corporation.

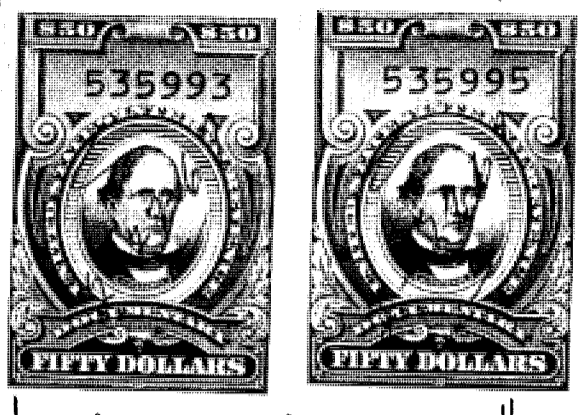
My notarial commission expires July 12, 1967  
Witness my hand and official seal.

Janice M. Logan  
Notary Public.

No. 929. WARRANTY DEED.—From Corporation to Joint Tenants.  
—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado



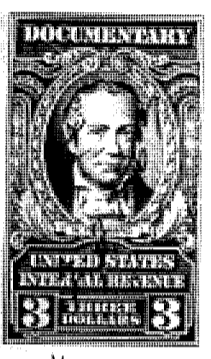
AMERICAN LAND AND CATTLE CO., a Colorado corporation,  
 a corporation duly organized and existing under and by virtue of the laws of the State of Colorado  
 whose address is P. O. Box 588, Sterling, Colorado,  
 County of Logan, and State of Colorado,  
 for the consideration of Ten and More ----- dollars,  
 in hand paid, hereby sell(s) and convey(s) to



E. E. SONNENBERG & SONS, INC., a Colorado corporation,  
 whose address is P. O. Box 1458, Sterling, Colorado, County of Logan,  
 and State of Colorado, the following real property in the County of Logan,  
 and State of Colorado, to-wit:



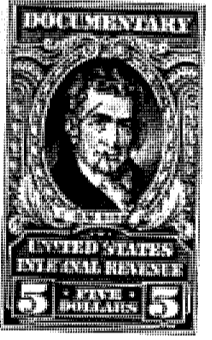
The W $\frac{1}{2}$  of Section 4, SE $\frac{1}{4}$  of Section 5, and all of the E $\frac{1}{2}$  of Section 8 and of the N $\frac{1}{2}$  of Section 9 lying north of CB&Q Railroad right-of-way, Township 7 North, Range 53 West; TOGETHER WITH all improvements thereon in their present condition, ordinary wear and tear excepted, known as American Land and Cattle Co. ranch.



1580 TOGETHER WITH one-half (1/2) of all the existing mineral, oil and gas rights now owned by Seller, and the rights of ingress and egress for the purpose of exploration, drilling for, and producing such minerals, oil and gas;

with all its appurtenances, and warrant(s) the title to the same, subject to : taxes for 1967, due and payable in 1968, and subsequent years; to that certain Deed of Trust for the use of Travelers Insurance Company in the amount of \$80,000.00, which grantee assumes and agrees to pay; to rights-of-way and easements as now in existence.

Signed this 27th day of February, 1967.  
 AMERICAN LAND AND CATTLE CO.,  
 a Colorado corporation:  
 ATTEST: *Leon H. Janner* Secretary. By *Stuart F. Bales* President.



STATE OF COLORADO,  
 County of LOGAN } ss.

The foregoing instrument was acknowledged before me this 27th day of February, 1967, by STUART F. BALES as President and Dean H. Tanner as Secretary of AMERICAN LAND AND CATTLE CO., a Colorado corporation, ~~corporation~~.



My commission expires: July 13, 1969.  
 Witness my hand and official seal.

*Wilma Jean Phillips*  
 Notary Public.



9789

State of Colorado }  
County of Logan } ss.

I hereby certify that this instrument was filed

for record in my office, at 2:00 o'clock

P. M. May 4 1967

rec'd in book.. 17 page 155 4109

*Donnell Lawrence*  
Registrar of Titles

By .....

184-5-7-53



473163

No. ....

PHOTOSTAT  
COMPARED  
INDEXED

**WARRANTY DEED**  
**SHORT FORM**

Am. Land & Cattle Co.

TO

E. E. Sonnenberg & Sons Inc

STATE OF COLORADO

County of *Logan*

} ss.

I hereby certify that this instrument was filed

for record in my office, at *3:55*

o'clock *P*. M., *2-27*, 19*67*,

and is duly recorded in book *65*

page *9*

*Samuel Lawrence*  
Recorder.

By *Mary Sigler*  
Deputy.

Fee, \$ *1.50*

Mail to: .....  
(or return to)

Send future tax statements to:

*Sublett*

STATE OF COLORADO, }  
County of Logan, } ss.

**CERTIFICATE OF TAXES DUE**

No. \_\_\_\_\_

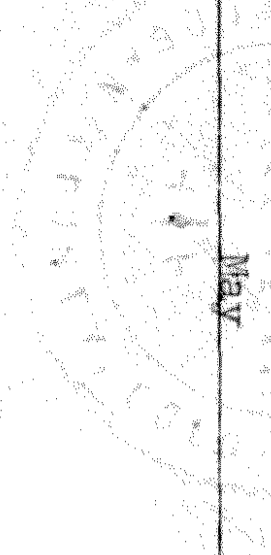
I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:

Southeast Quarter (SE<sup>1</sup>) of Section Five (5), Township Seven (7) North, Range  
Fifty-three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado.  
Surface rights only.

Assessed to American Land and Cattle Company

Except

IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this 4th day  
of May, A. D. 1967.

  
[Signature]  
Treasurer of Logan County, Colorado (SEAL)

By \_\_\_\_\_ Deputy.

Ordered by Kreager, Sublett & Davis

Recorded at 11:30 o'clock A.M., 3-17-72

BOOK 666 PAGE 187

Reception No. 193150 Mary Graves Recorder.

State Documentary Fee  
Date 3-17-72  
\$ 2.00

AMERICAN LAND AND CATTLE CO.,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado

whose address is Sterling, Colorado

County of Logan, and State of

Colorado, for the consideration of Ten and more dollars,

in hand paid, hereby sell(s) and convey(s) to E. E. SONNENBERG & SONS, INC., a Colorado Corporation,

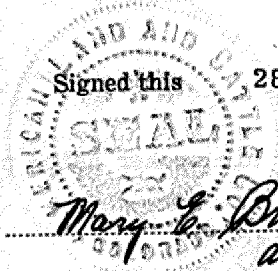
whose address is Sterling, County of Logan, and State of Colorado, the following real property in the County of Logan, and State of Colorado, to-wit:

All that part of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, lying North of the CB&Q Railroad right-of-way;

TOGETHER WITH one-half of all the existing mineral, oil, and gas rights now owned by Grantor, and the rights of ingress and egress for the purpose of exploration, drilling for, and producing such minerals, oil, and gas;

With all its appurtenances.

(It is the purpose of this deed to correct an error in description in Warranty Deed, dated February 27, 1967 and recorded the same date in Book 615 at page 9 of the Logan County records.)



Signed this 28th day of February, 1972.

AMERICAN LAND AND CATTLE CO.

Mary E. Brickner Assistant Secretary.

By Stuart F. Bales President.

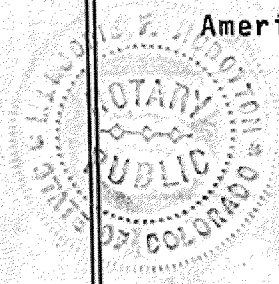
STATE OF COLORADO,

City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 28th day of February, 1972, by Stuart F. Bales as President and Mary E. Brickner as Assistant Secretary of

American Land and Cattle Co., a corporation.

My commission expires February 24, 1976  
Witness my hand and official seal.



Marie Z. Rubenstein  
Notary Public.

FRED IN  
WATER COURT  
DIVISION I  
WELD CO., COLOR.  
NOV 22 1976  
LOIS CLIBBEY,  
CLERK

IN THE WATER COURT IN AND FOR

WATER DIVISION NO. I

BOOK 707 PAGE 146

STATE OF COLORADO

Case No. W-2289

Logan Co. Colo. Doc. / **516714** Recorded **1-14-77**  
8:00 o'clock **A** M. **Mary Graves** Recorder  
*Tamela Kautz* Deputy

IN THE MATTER OF THE APPLICATION FOR )  
WATER RIGHTS OF E. E. SONNENBERG & )  
SONS, INC., A COLORADO CORPORATION, )  
IN THE SOUTH PLATTE RIVER IN LOGAN )  
AND SEDGWICK COUNTIES, COLORADO. )

FINDINGS AND RULING OF  
THE REFEREE AND DECREE  
OF THE WATER COURT

This claim, having been filed with the Water Clerk, Water Division I, on April 5, 1972, and the Referee, being fully advised in the premises, does hereby find:

All notices required by law of the filing of this application have been fulfilled, and the Referee has jurisdiction of this application.

No statement of opposition to said application has been filed, and the time for filing such statement has expired.

All matters contained in the application having been reviewed, and testimony having been taken where such testimony is necessary, and such corrections made as are indicated by the evidence presented herein,

IT IS HEREBY THE RULING OF THE WATER REFEREE:

1. The name and address of the claimant:

E. E. Sonnenberg & Sons, Inc.  
Post Office Box 1271  
Sterling, Colorado 80751

2. The name of the structures:

E. E. Sonnenberg & Sons, Inc. Well No. 1 - RF-317  
E. E. Sonnenberg & Sons, Inc. Well No. 2 - RF-324  
E. E. Sonnenberg & Sons, Inc. Well No. 3 - RF-314  
E. E. Sonnenberg & Sons, Inc. Well No. 4 - RF-315  
E. E. Sonnenberg & Sons, Inc. Well No. 5 - RF-316  
E. E. Sonnenberg & Sons, Inc. Well No. 6 - RF-318  
E. E. Sonnenberg & Sons, Inc. Well No. 7 - RF-319  
E. E. Sonnenberg & Sons, Inc. Well No. 8 - 012933-F  
E. E. Sonnenberg & Sons, Inc. Well No. 9 - 9578-F  
E. E. Sonnenberg & Sons, Inc. Well No. 10 - 9579-F  
E. E. Sonnenberg & Sons, Inc. Well No. 11 - 10789-F



E. E. Sonnenberg & Sons, Inc. Well No. 12 - 10790-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 13 - 6620-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 14 - 3137-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 15 - 15380-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 16 - 0125  
 E. E. Sonnenberg & Sons, Inc. Well No. 17 - 0124  
 E. E. Sonnenberg & Sons, Inc. Well No. 18 - 012934-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 19 - 2207-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 20 - 5913  
 E. E. Sonnenberg & Sons, Inc. Well No. 21 - 14715-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 22 - 14708-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 23 - 14934-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 24 - 14714-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 25 - 14711-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 26 - 14709-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 27 - 14710-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 28 - 14712-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 29 - 14713-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 30 - 14706-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 31 - 14707-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 32 - 12783  
 E. E. Sonnenberg & Sons, Inc. Well No. 33 - 6170-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 34 - 6169-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 35 - RF-643  
 E. E. Sonnenberg & Sons, Inc. Well No. 36 - 30513  
 E. E. Sonnenberg & Sons, Inc. Well No. 37 - 2633-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 38 - 6833-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 39 - 6678-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 40 - 6679-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 41 - 6680-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 42 - 6681-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 43 - 6682-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 44 - 6831-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 45 - 6834-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 46 - 6832-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 47 - 6683-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 48 - 6684-F  
 E. E. Sonnenberg & Sons, Inc. Well No. 49 - RF-372

3. The legal description of the structures:

Well No. 1 - RF-317 is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2550 feet North and 1780 feet West of the SE corner of said Section 2.

Well No. 2 - RF-324 is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2040 feet South and 1490 feet East of the NW corner of said Section 1.

Well No. 3 - RF-314 is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 510 feet North and 1880 feet East of the SW corner of said Section 2.

Well No. 4 - RF-315 is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1820 feet South and 1330 feet East of the NW corner of said Section 11.

Well No. 5 - RF-316 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 960 feet South and 1535 feet West of the NE corner of said Section 11.

Well No. 6 - RF-318 is located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado at a point 160 feet North and 1010 feet East of the SW corner of said Section 1.

Well No. 7 - RF-319 is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1150 feet North and 1490 feet West of the SE corner of said Section 1.

Well No. 8 - 012933-F is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 6, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado, at a point 2220 feet North and 1540 feet East of the SW corner of said Section 6.

Well No. 9 - 9578-F is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 7, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado, at a point 920 feet South and 1010 feet East of the NW corner of said Section 7.

Well No. 10 - 9579-F is located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1500 feet South and 1280 feet West of the NE corner of said Section 12.

Well No. 11 - 10789-F is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 2180 feet North and 2100 feet East of the SW corner of said Section 12.

Well No. 12 - 10790-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1250 feet North and 550 feet West of the SE corner of said Section 11.

Well No. 13 - 6620-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 1° 41' 55" E a distance of 2125 feet from the NW corner of said Section 4.

Well No. 14 - 3137-F is located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 5, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is N 23° 17' 00" W a distance of 2416 feet from the SE corner of said Section 5.

Well No. 15 - 15380-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 21° 23' 50" E a distance of 1894 feet from the NW corner of said Section 4.

Well No. 16 - 0125 is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is N 1° 08' 10" E a distance of 1780 feet from SW corner of said Section 4.

Well No. 17 - 0124 is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point which is S 64° 43' 30" E a distance of 2164 feet from NW corner of said Section 9.

Well No. 18 - 012934-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 1106 feet North and 948 feet West of the SE corner of said Section 33.

Well No. 19 - 2207-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 57° 13' E a distance of 1698 feet from NW corner of said Section 33.

Well No. 20 - 5913 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 2, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 30° 12' W a distance of 2701 feet from the NE corner of said Section 2.

Well No. 21 - 14715-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1310 feet North and 1860 feet East of the SW corner of said Section 23.

Well No. 22 - 14708-F is located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 2240 feet North and 1185 feet West of the SE corner of said Section 23.

Well No. 23 - 14934-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1980 feet North and 1480 feet West of the SE corner of said Section 23.

Well No. 24 - 14714-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1300 feet South and 1500 feet East of the NW corner of said Section 24.

Well No. 25 - 14711-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 390 feet North and 1160 feet West of the SE corner of said Section 13.

Well No. 26 - 14709-F is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1840 feet North and 1200 feet East of the SW corner of said Section 18.

Well No. 27 - 14710-F is located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1585 feet South and 1420 feet West of the NE corner of said Section 18.

Well No. 28 - 14712-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1070 feet North and 1710 feet East of the SW corner of said Section 13.

Well No. 29 - 14713-F is located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1275 feet South and 1160 feet West of the NE corner of said Section 13.

Well No. 30 - 14706-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 90 feet South and 1460 feet East of the NW corner of said Section 18.

Well No. 31 - 14707-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point 1950 feet North and 1675 feet West of the SE corner of said Section 7.

Well No. 32 - 12783 is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 12, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado, at a point 1410 feet North and 2520 feet West of the SE corner of said Section 12.

Well No. 33 - 6170-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 15, Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado at a point which is S 1 $^{\circ}$  23' E a distance of 2634 feet from the NW corner of said Section 15.



Well No. 34 - 6169-F is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 32, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 62° 33' E a distance of 1801 feet from the NW corner of said Section 32.

Well No. 35 - RF-643 is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 3° 29' E a distance of 1102 feet from the NW corner of said Section 5.

Well No. 36 - 30513 is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of the 6th P.M., Logan County, Colorado, at a point 1420 feet North and 1300 feet East of the SW corner of said Section 2.

Well No. 37 - 2633-F is located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, Township 8 North, Range 52 West of the 6th P.M., Logan County, Colorado, at a point which is S 23° 20' W a distance of 1673 feet from the North Quarter corner of said Section 28.

Well No. 38 - 6833-F is located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 1° 12' West a distance of 2601 feet from the NE corner of said Section 36.

Well No. 39 - 6678-F is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 79° 20' W a distance of 1821 feet from the NE corner of said Section 36.

Well No. 40 - 6679-F is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 36, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 22° 55' E a distance of 1725 feet from the NW corner of said Section 36.

Well No. 41 - 6680-F is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 44° 29' W a distance of 2999 feet from the SE corner of said Section 35.

Well No. 42 - 6681-F is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 0° 15' E a distance of 2120 feet from the SW corner of said Section 35.

Well No. 43 - 6682-F is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 77° 54' W a distance of 2596 feet from the SE corner of said Section 34.

Well No. 44 - 6831-F is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 36° 56' E a distance of 1027 feet from the NW corner of said Section 3.

Well No. 45 - 6834-F is located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 30° 08' E a distance of 737 feet from the SW corner of said Section 35.

Well No. 46 - 6832-F is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 74° 33' E a distance of 2691 feet from the SW corner of said Section 3.

Well No. 47 - 6683-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 16° 34' W a distance of 1272 feet from the SE corner of said Section 33.

Well No. 48 - 6684-F is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is N 25° 31' W a distance of 1221 feet from the SE corner of said Section 33.

Well No. 49 - RF-372 is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of the 6th P.M., Logan County, Colorado, at a point which is S 78° 10' W a distance of 2012 feet from the NE corner of said Section 35.

- Alluvium of the
4. The source of the water: South Platte River
5. The date of appropriation:

Well No. 1 - RF-317: October 15, 1961  
 Well No. 2 - RF-324: June 30, 1954  
 Well No. 3 - RF-314: January 28, 1952  
 Well No. 4 - RF-315: January 28, 1952  
 Well No. 5 - RF-316: January 22, 1952  
 Well No. 6 - RF-318: April 30, 1964  
 Well No. 7 - RF-319: January 25, 1952  
 Well No. 8 - 012933-F: April 30, 1968  
 Well No. 9 - 9578-F: May 12, 1965  
 Well No. 10 - 9579-F: May 12, 1965  
 Well No. 11 - 10789-F: April 8, 1966  
 Well No. 12 - 10790-F: April 14, 1966  
 Well No. 13 - 6620-F: December 28, 1964  
 Well No. 14 - 3137-F: May 10, 1961  
 Well No. 15 - 15380-F: December 28, 1964  
 Well No. 16 - 0125: June 10, 1954  
 Well No. 17 - 0124: June 10, 1954  
 Well No. 18 - 012934-F: May 11, 1968  
 Well No. 19 - 2207-F: December 31, 1908

Well No. 20 - 5913: August 15, 1955  
 Well No. 21 - 14715-F: )  
 Well No. 22 - 14708-F: )  
 Well No. 23 - 14934-F: )  
 Well No. 24 - 14714-F: ) October 8, 1916 for 20 cfs  
 Well No. 25 - 14711-F: ) February 17, 1970 for 14.03 cfs  
 Well No. 26 - 14709-F: )  
 Well No. 27 - 14710-F: )  
 Well No. 28 - 14712-F: )  
 Well No. 29 - 14713-F: )  
 Well No. 30 - 14706-F: )  
 Well No. 31 - 14707-F: )  
 Well No. 32 - 12783: July 31, 1947  
 Well No. 33 - 6170-F: September 23, 1964  
 Well No. 34 - 6169-F: September 22, 1964  
 Well No. 35 - RF-643: September 18, 1964  
 Well No. 36 - 30513: January 25, 1952  
 Well No. 37 - 2633-F: June 30, 1948  
 Well No. 38 - 6833-F: April 1, 1965  
 Well No. 39 - 6678-F: April 1, 1965  
 Well No. 40 - 6679-F: April 1, 1965  
 Well No. 41 - 6680-F: April 1, 1965  
 Well No. 42 - 6681-F: April 1, 1965  
 Well No. 43 - 6682-F: April 1, 1965  
 Well No. 44 - 6831-F: April 1, 1965  
 Well No. 45 - 6834-F: April 1, 1965  
 Well No. 46 - 6832-F: April 1, 1965  
 Well No. 47 - 6683-F: April 1, 1965  
 Well No. 48 - 6684-F: April 1, 1965  
 Well No. 49 - RF-372: April 1, 1965

6. The amount of water:

Well No. 1 - RF-317:	4.45 cubic feet per second
Well No. 2 - RF-324:	4.45 cubic feet per second
Well No. 3 - RF-314:	2.23 cubic feet per second
Well No. 4 - RF-315:	2.67 cubic feet per second
Well No. 5 - RF-316:	3.34 cubic feet per second
Well No. 6 - RF-318:	2.23 cubic feet per second
Well No. 7 - RF-319:	3.34 cubic feet per second
Well No. 8 - 012933-F:	3.34 cubic feet per second
Well No. 9 - 9578-F:	4.45 cubic feet per second
Well No. 10 - 9579-F:	4.45 cubic feet per second
Well No. 11 - 10789-F:	3.34 cubic feet per second
Well No. 12 - 10790-F:	3.34 cubic feet per second
Well No. 13 - 6620-F:	1.62 cubic feet per second
Well No. 14 - 3137-F:	4.45 cubic feet per second
Well No. 15 - 15380-F:	1.62 cubic feet per second
Well No. 16 - 0125:	5.00 cubic feet per second
Well No. 17 - 0124:	3.12 cubic feet per second
Well No. 18 - 012934-F:	3.34 cubic feet per second
Well No. 19 - 2207-F:	3.56 cubic feet per second
Well No. 20 - 5913:	4.45 cubic feet per second
Well No. 21 - 14715-F:	3.91 cubic feet per second
Well No. 22 - 14708-F: )	3.12 cubic feet per second
Well No. 23 - 14934-F: )	combined yield
Well No. 24 - 14714-F:	2.67 cubic feet per second
Well No. 25 - 14711-F:	2.67 cubic feet per second
Well No. 26 - 14709-F:	3.91 cubic feet per second

Well No. 27 - 14710-F:	3.12 cubic feet per second
Well No. 28 - 14712-F:	3.91 cubic feet per second
Well No. 29 - 14713-F:	3.91 cubic feet per second
Well No. 30 - 14706-F:	2.90 cubic feet per second
Well No. 31 - 14707-F:	3.91 cubic feet per second
Well No. 32 - 12783:	7.12 cubic feet per second
Well No. 33 - 6170-F:	8.54 cubic feet per second
Well No. 34 - 6169-F:	4.90 cubic feet per second
Well No. 35 - RF-643:	4.21 cubic feet per second
Well No. 36 - 30513:	3.34 cubic feet per second
Well No. 37 - 2633-F:	2.67 cubic feet per second
Well No. 38 - 6833-F:	3.34 cubic feet per second
Well No. 39 - 6678-F:	3.34 cubic feet per second
Well No. 40 - 6679-F:	3.34 cubic feet per second
Well No. 41 - 6680-F:	3.34 cubic feet per second
Well No. 42 - 6681-F:	2.67 cubic feet per second
Well No. 43 - 6682-F:	2.67 cubic feet per second
Well No. 44 - 6831-F:	2.67 cubic feet per second
Well No. 45 - 6834-F:	3.12 cubic feet per second
Well No. 46 - 6832-F:	3.34 cubic feet per second
Well No. 47 - 6683-F:	5.55 cubic feet per second
Well No. 48 - 6684-F:	5.55 cubic feet per second
Well No. 49 - RF-372:	5.55 cubic feet per second

7. The use of the water:

Well No. 1 - RF-317: Irrigation of 151.5 acres in  $W\frac{1}{2}NW\frac{1}{4}$  and  $SE\frac{1}{2}NW\frac{1}{4}$  of Section 1; and  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ ,  $S\frac{1}{2}NE\frac{1}{4}$ , and  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 2; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 2 - RF-324: Irrigation of 194.2 acres in  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $NE\frac{1}{4}NW\frac{1}{4}$ , and  $N\frac{1}{2}SW\frac{1}{4}$  of Section 1, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 3 - RF-314: Irrigation of 96 acres in  $SW\frac{1}{4}$  and  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 2, Township 10 North, Range 48 West of 6th P.M.; and  $N\frac{1}{2}NW\frac{1}{4}$  and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of 6th P.M.; all in Logan County, Colorado.

Well No. 4 - RF-315: Irrigation of 131 acres in  $NW\frac{1}{4}$  and  $N\frac{1}{2}SW\frac{1}{4}$  of Section 11, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 5 - RF-316: Irrigation of 131 acres in  $S\frac{1}{2}SE\frac{1}{4}$  of Section 2; and  $NE\frac{1}{4}$  and  $E\frac{1}{2}NW\frac{1}{4}$  of Section 11; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 6 - RF-318: Irrigation of 171 acres in  $SW\frac{1}{4}$  of Section 1;  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 2;  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11; and  $N\frac{1}{2}NW\frac{1}{4}$  of Section 12; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.



Well No. 7 - RF-319: Irrigation of 171 acres in SE $\frac{1}{4}$  and E $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1; and N $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 12; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 8 - 012933-F: Irrigation of 171 acres in SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 10 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado.

Well No. 9 - 9578-F: Irrigation of 171 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6; and NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , and N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 7; all in Township 10 North, Range 47 West of 6th P.M., Sedgwick County, Colorado.

Well No. 10 - 9579-F: Irrigation of 131 acres in W $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 10 North, Range 47 West of 6th P.M., Sedgwick County, Colorado; and NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 11 - 10789-F: Irrigation of 171 acres in S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12, Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 12 - 10790-F: Irrigation of 171 acres in SE $\frac{1}{4}$  of Section 11; W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 12; NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 13; and N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 14; all in Township 10 North, Range 48 West of 6th P.M., Logan County, Colorado.

Well No. 13 - 6620-F, and Well No. 15 - 15380-F: Irrigation of 145 acres in NW $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 14 - 3137-F: Irrigation of 155.3 acres in E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 5; and NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 8; all in Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 16 - 0125: Irrigation of 200 acres in S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and all SE $\frac{1}{4}$  of Section 4; and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9; all in Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 17 - 0124: Irrigation of 84.7 acres in NE $\frac{1}{4}$  and E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9, Township 7 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 18 - 012934-F: Irrigation of 126 acres in SE $\frac{1}{4}$  of Section 33, Township 8 North, Range 53 West of 6th P.M., Logan County, Colorado.

Well No. 19 - 2207-F: Irrigation of 76 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 28; and NE $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33; all in Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 20 - 5913: Irrigation of 157 acres in Lots 3 and 4 of Section 1; and Lots 1 and 2 of Section 2; all in Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 21 - 14715-F: Irrigation of 217 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23; and NW $\frac{1}{4}$  and W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 26; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 22 - 14708-F, and Well No. 23 - 14934-F: Irrigation of 217 acres in SE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 23; W $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 24; and NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 24 - 14714-F: Irrigation of 158 acres in E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 24, Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 25 - 14711-F: Irrigation of 132 acres in S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; NE $\frac{1}{4}$  of Section 24; all in Township 9 North, Range 51 West of 6th P.M.; and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18; and NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 19; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 26 - 14709-F: Irrigation of 217 acres in E $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 13, Township 9 North, Range 51 West of 6th P.M.; and S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 27 - 14710-F: Irrigation of 186 acres in NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 18; and W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 17, all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 28 - 14712-F: Irrigation of 217 acres in S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; and N $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24; all in Township 9 North, Range 51 West of the 6th P.M., Logan County, Colorado.

Well No. 29 - 14713-F: Irrigation of 186 acres in S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 12; NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13; all in Township 9 North, Range 51 West of 6th P.M.; and W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 18, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 30 - 14706-F: Irrigation of 132 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7; and NW $\frac{1}{4}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 18; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 31 - 14707-F: Irrigation of 217 acres in SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 7, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 32 - 12783: Irrigation of 368.1 acres in  $S\frac{1}{2}SW\frac{1}{4}$  of Section 6;  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}$ , and  $SW\frac{1}{4}SW\frac{1}{4}$  of Section 7; all in Township 9 North, Range 50 West of 6th P.M.; and  $E\frac{1}{2}NE\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ , and  $SE\frac{1}{4}$  of Section 12, Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 33 - 6170-F: Irrigation of 765.8 acres in  $S\frac{1}{2}$ ,  $E\frac{1}{2}NE\frac{1}{4}$ , and  $SW\frac{1}{4}NE\frac{1}{4}$  of Section 10;  $N\frac{1}{2}$ ,  $SW\frac{1}{4}$ , and  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 11; and  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ , and  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 15; all in Township 9 North, Range 51 West of 6th P.M., Logan County, Colorado.

Well No. 34 - 6169-F: Irrigation of 177.3 acres in  $NE\frac{1}{4}$ ,  $E\frac{1}{2}NW\frac{1}{4}$ ,  $NW\frac{1}{4}NW\frac{1}{4}$ , and  $NE\frac{1}{4}SW\frac{1}{4}$  of Section 32, Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 35 - RF-643: Irrigation of 334.5 acres in  $S\frac{1}{2}$  and  $S\frac{1}{2}NE\frac{1}{4}$  of Section 32;  $SW\frac{1}{4}SW\frac{1}{4}$  of Section 33; all in Township 10 North, Range 50 West of 6th P.M.; and  $N\frac{1}{2}N\frac{1}{2}$  of Section 5, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 36 - 30513: Fire protection

Well No. 37 - 2633-F: Irrigation of 80 acres in  $E\frac{1}{2}NW\frac{1}{4}$  and  $W\frac{1}{2}NE\frac{1}{4}$  of Section 28, Township 8 North, Range 52 West of 6th P.M., Logan County, Colorado.

Well No. 38 - 6833-F: Irrigation of 167.1 acres in  $E\frac{1}{2}E\frac{1}{2}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ , and  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 36; and  $W\frac{1}{2}W\frac{1}{2}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ , and  $NE\frac{1}{4}SW\frac{1}{4}$  of Section 31; all in Township 10 North, Range 49 West of 6th P.M., Logan County, Colorado.

Well No. 39 - 6678-F: Irrigation of 171 acres in  $S\frac{1}{2}SE\frac{1}{4}$  and  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 25; and  $NE\frac{1}{4}$  and  $E\frac{1}{2}NW\frac{1}{4}$  of Section 36; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 40 - 6679-F: Irrigation of 171 acres in  $NW\frac{1}{4}$  and  $N\frac{1}{2}SW\frac{1}{4}$  of Section 36; and  $E\frac{1}{2}NE\frac{1}{4}$  and  $NE\frac{1}{4}SE\frac{1}{4}$  of Section 35; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 41 - 6680-F: Irrigation of 171 acres in  $SE\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$ ,  $S\frac{1}{2}NE\frac{1}{4}$ , and  $SE\frac{1}{4}NW\frac{1}{4}$  of Section 35, Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 42 - 6681-F: Irrigation of 131 acres in  $SW\frac{1}{4}$  and  $SW\frac{1}{4}NW\frac{1}{4}$  of Section 35; and  $E\frac{1}{2}SE\frac{1}{4}$  and  $SE\frac{1}{4}NE\frac{1}{4}$  of Section 34; all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 43 - 6682-F: Irrigation of 131 acres in  $W\frac{1}{2}SE\frac{1}{4}$ ,  $SE\frac{1}{4}SE\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$  of Section 34, Township 10 North, Range 50 West of 6th P.M.; and  $N\frac{1}{2}NE\frac{1}{4}$  and  $NE\frac{1}{4}NW\frac{1}{4}$  of Section 3, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 44 - 6831-F: Irrigation of 175.6 acres in  $S\frac{1}{2}SW\frac{1}{4}$  of Section 34; and  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 33; all in Township 10 North, Range 50 West of 6th P.M.; and  $NW\frac{1}{4}$  and  $NW\frac{1}{4}SW\frac{1}{4}$  of Section 3; and  $E\frac{1}{2}NE\frac{1}{4}$  of Section 4; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 45 - 6834-F: Irrigation of 170.8 acres in  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 34;  $S\frac{1}{2}SW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ , and  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 35; all in Township 10 North, Range 50 West of 6th P.M.; and  $E\frac{1}{2}NE\frac{1}{4}$  of Section 3;  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NW\frac{1}{4}$ , and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 2; all in Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 46 - 6832-F: Irrigation of 206.2 acres in  $SE\frac{1}{4}$  and  $S\frac{1}{2}SW\frac{1}{4}$  of Section 3;  $W\frac{1}{2}SW\frac{1}{4}$  of Section 2; and  $NW\frac{1}{4}$  and  $NW\frac{1}{4}NE\frac{1}{4}$  of Section 10, Township 9 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 47 - 6683-F, and Well No. 48 - 6684-F: Irrigation of 304 acres in  $S\frac{1}{2}SW\frac{1}{4}$  of Section 26;  $E\frac{1}{2}SE\frac{1}{4}$  of Section 33;  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ , and  $N\frac{1}{2}SE\frac{1}{4}$  of Section 34; and  $NW\frac{1}{4}$  of Section 35, all in Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Well No. 49 - RF-372: Irrigation of 131 acres in  $S\frac{1}{2}SE\frac{1}{4}$  and  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 26; and  $NE\frac{1}{4}$  and  $E\frac{1}{2}NW\frac{1}{4}$  of Section 35; Township 10 North, Range 50 West of 6th P.M., Logan County, Colorado.

Dated this 22<sup>nd</sup> day of November, 1976.

*Thomas J. Aron, Jr.*

Water Referee, Division I

THE COURT DOETH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: December 13, 1976

*Donald A. Carpenter*

Judge Donald A. Carpenter  
Water Judge, Division I

Certified to be a full, true and correct copy of the original in my custody.

Dated January 16, 1977

*Sharty*  
CLERK, WATER COURT, DIV. I  
STATE OF COLORADO



Logan Co. Colo. Doc. # **522698** Recorded **2-16-78**  
~~12:10~~ o'clock **P.M.** *Mary Travis* Recorder  
Deputy

FILED IN  
WATER DIVISION I  
WATER CO., COLO.  
**MAR 12 1976**  
LOIS BOHLENDER  
CLERK

IN THE WATER COURT IN AND FOR  
WATER DIVISION I, STATE OF COLORADO BOOK **717** PAGE **241**  
CASE NO. W- 1936

IN THE MATTER OF THE APPLICATION FOR  
WATER RIGHTS OF  
LEBSACK FEED YARDS, INC., a Colorado  
Corporation  
IN LOGAN COUNTY

FINDINGS AND RULING  
OF THE REFEREE  
AND DECREE OF  
THE WATER COURT

THIS CLAIM, having been filed with the Water Clerk, Water  
Division I, on February 11, 1972 and the Referee being fully  
advised in the premises, does hereby find:

All notices required by law of the filing of this application  
have been fulfilled, and the Referee has Jurisdiction of this application.

No statement of opposition to said application has been filed,  
and the time for filing such statement has expired.

All matters contained in the application having been reviewed,  
and testimony having been taken where such testimony is necessary, and  
such corrections made as are indicated by the evidence presented herein,  
IT IS HEREBY THE RULING OF THE WATER REFEREE AND DECREE OF THE COURT THAT:

1. The name and address of the claimant:

Lebsack Feed Yards, Inc., a Colorado corporation  
Box 311  
Sterling, Colorado 80751

2. The names of the structures:

Lebsack Feed Yards Well No. 1-12692  
Lebsack Feed Yards Well No. 2-R5946  
Lebsack Feed Yards Well No. 3-013083-F  
Lebsack Feed Yards Well No. 4-8537  
Lebsack Feed Yards Well No. 5-8536  
Lebsack Feed Yards Well No. 6-9613-F  
Lebsack Feed Yards Well No. 7-015534  
Lebsack Feed Yards Well No. 8-10945F  
Lebsack Feed Yards Well No. 9-015535-F, R-17969  
Lebsack Feed Yards Well No. 10-5852  
Lebsack Feed Yards Well No. 11-5853

3. The legal description of the structures:

Lebsack Feed Yards Well No. 1-12692 is located in the SE $\frac{1}{4}$   
of the NW $\frac{1}{4}$ , Section 26, Township 8 North, Range 53 West of  
the 6th P.M., Logan County, Colorado, at a point S 35 $^{\circ}$ 36' E,  
2631 feet from the NW Corner of said Section 26.

Lebsack Feed Yards Well No. 2-R5946 is located in the SW $\frac{1}{4}$  of  
the SE $\frac{1}{4}$ , Section 10, Township 6 North, Range 53 West of the  
6th P.M., Logan County, Colorado, at a point N 64 $^{\circ}$ 12' E,  
133 feet from the S $\frac{1}{4}$  Corner of said Section 10.

Lebsack Feed Yards Well No. 3-013083-F is located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point N 54 $^{\circ}$ 00' E, 1431 feet from the SW Corner of said Section 9.

Lebsack Feed Yards Well No. 4-8537 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 17, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point S 5 $^{\circ}$ 11' E, 2585 feet from the NW Corner of said Section 17.

Lebsack Feed Yards Well No. 5-8536 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 17, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point S 5 $^{\circ}$ 32' E, 2154 feet from the NW Corner of said Section 17.

Lebsack Feed Yards Well No. 6-9613-F is located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 8, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point N 87 $^{\circ}$ 18' W, 1201 feet from the SE Corner of said Section 8.

Lebsack Feed Yards Well No. 7-015534 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 13, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point S 12 $^{\circ}$ 43' E, 2259 feet from the NW Corner of said Section 13.

Lebsack Feed Yards Well No. 8-10945F is located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 9, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point S 26 $^{\circ}$ 44' W, 2975 feet from the NE Corner of said Section 9.

Lebsack Feed Yards Well No. 9-015535-F, R-17969 is located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 13, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point S 44 $^{\circ}$ 25' W, 3694 feet from the NE Corner of said Section 13.

Lebsack Feed Yards Well No. 10-5852 is located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 11, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point N 87 $^{\circ}$ 32' W, 1724 feet from the SE Corner of said Section 11.

Lebsack Feed Yards Well No. 11-5853 is located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 12, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point N 2 $^{\circ}$ 56' E, 1133 feet from the SW Corner of said Section 12.

4. The source of water: Groundwater

5. The date of appropriation:

Lebsack Feed Yards Well No. 1-12692:	January 15, 1951
Lebsack Feed Yards Well No. 2-R5946:	June 1, 1955
Lebsack Feed Yards Well No. 3-013083-F:	June 15, 1969
Lebsack Feed Yards Well No. 4-8537:	May 4, 1954
Lebsack Feed Yards Well No. 5-8536:	June 1, 1946
Lebsack Feed Yards Well No. 6-9613-F:	May 31, 1965
Lebsack Feed Yards Well No. 7-015534:	July 1, 1934
Lebsack Feed Yards Well No. 8-10945F:	January 24, 1967
Lebsack Feed Yards Well No. 9-015535-F, R-17969:	August 15, 1934
Lebsack Feed Yards Well No. 10-5852:	May 8, 1956
Lebsack Feed Yards Well No. 11-5853:	June 21, 1954

6. The amount of water:

Lebsack Feed Yards Well No. 1-12692: 3.55 cubic feet per second

Lebsack Feed Yards Well No. 2-R5946:	5.39 cubic feet per second
Lebsack Feed Yards Well No. 3-013083-F:	2.89 cubic feet per second
Lebsack Feed Yards Well No. 4-8537:	2.22 cubic feet per second
Lebsack Feed Yards Well No. 5-8536:	2.22 cubic feet per second
Lebsack Feed Yards Well No. 6-9613-F:	4.22 cubic feet per second
Lebsack Feed Yards Well No. 7-015534:	3.5 cubic feet per second
Lebsack Feed Yards Well No. 8-10945F:	2.62 cubic feet per second
Lebsack Feed Yards Well No. 9-015535-F, R-17969:	3.5 cubic feet per second
Lebsack Feed Yards Well No. 10-5852:	5.0 cubic feet per second
Lebsack Feed Yards Well No. 11-5853:	5.11 cubic feet per second

7. The use of the water:

Lebsack Feed Yards Well No. 1-12692: Irrigation of 240 acres in the NE $\frac{1}{4}$ ; the E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 26, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 2-R5946: Irrigation of 334 acres in the NE $\frac{1}{4}$  of Section 10, all that part of the NW $\frac{1}{4}$  of Section 11, lying Northwest of the Diagonal County Road; and all that part of the SE $\frac{1}{4}$  of Section 10, lying Northwest of the diagonal county road; all in Township 6 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 3-013083-F: Commercial

Lebsack Feed Yards Well No. 4-8537 and Lebsack Feed Yards Well No. 5-8536: Irrigation of 160 acres in the NW $\frac{1}{4}$  of Section 17, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 6-9613-F: Irrigation of 160 acres in that portion South of C.B.&Q Railroad in the SE $\frac{1}{4}$  of Section 8, Township 7 North, Range 53 West of the 6th P.M., and the NE $\frac{1}{4}$  of Section 17, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 7-015534: Irrigation of 160 acres in the NW $\frac{1}{4}$  of Section 13, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 8-10945F: Irrigation of 250 acres in the SE $\frac{1}{4}$  and that portion South of C.B.&Q Railroad in the NE $\frac{1}{4}$  of Section 9, Township 7 North, Range 53 West of the 6th P.M., and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 10, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 9-015535-F, R-17969: Irrigation of 160 acres in the NE $\frac{1}{4}$  of Section 13, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 10-5852: Irrigation of 240 acres in the E $\frac{1}{2}$  of the SE $\frac{1}{4}$ , Section 11, Township 7 North, and the SW $\frac{1}{4}$  of Section 12, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Lebsack Feed Yards Well No. 11-5853: Irrigation of 240 acres  
in the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 12, Township 7 North, Range 53  
West of the 6th P.M., and the NE $\frac{1}{4}$  of Section 12, Township 7 North,  
Range 53 West of the 6th P.M., Logan County, Colorado.

DATED this 12<sup>th</sup> day of March, 1976.

*Roger C. Wilkenloh*  
\_\_\_\_\_  
ROGER C. WILKENLOH  
Water Referee, Division I

THE COURT DOETH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE  
THE JUDGMENT AND DECREE OF THIS COURT.

Dated: April 5, 1976

*Donald A. Carpenter*  
\_\_\_\_\_  
JUDGE DONALD A. CARPENTER  
Water Judge, Division I

Certified to be a full, true and correct  
copy of the original  
November 10, 1977  
STATE OF COLORADO  
By *Michael J. ...*  
DEPUTY CLERK



11522

MICROFILM  
COMPARED  
INDEXED

State of Colorado }  
County of Logan } ss.

I hereby certify that this instrument was filed  
for record in my office, at 10:35 o'clock A M.

May 25 1978 and is duly recorded  
in book 20, page no. 95 Title no. 5002

Mary Gamm  
-----  
Registrar of Titles

By ----- Deputy

BOOK 20 PAGE 97 5004  
" 20 " 98 M-5005

20-00

10:35

2.00

Jamm

5614-5-7-53

5614-33-9-53

STATE OF COLORADO, }  
County of Logan, } ss.

**CERTIFICATE OF TAXES DUE**

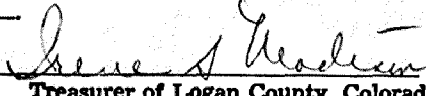
No. \_\_\_\_\_

I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:  
Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-three (33), Township Eight (8) North,  
Range Fifty-three (53) West of the Sixth Principal Meridian.  
Surface Rights Only. This certification does not apply to special assessments.  
Assessed to: E. E. Sonnenberg & Sons, Inc., Box 1271, Sterling, Colo. 80751

~~Except~~ \_\_\_\_\_

1977 TAXES \$ 581.93 (Paid)

IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this 25th day of May, A. D. 1978

 (SEAL)  
Irene S. Madison Treasurer of Logan County, Colorado

By \_\_\_\_\_ Deputy.

Ordered by Charles Sandhouse

STATE OF COLORADO, }  
County of Logan, } ss.

**CERTIFICATE OF TAXES DUE**

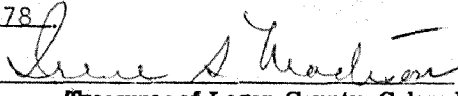
No. \_\_\_\_\_

I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:  
Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5), Township Seven (7) North,  
Range Fifty-three (53) West of the Sixth Principal Meridian.  
Surface Rights Only. This certification does not apply to special assessments.  
Assessed to: E. E. Sonnenberg & Sons, Inc., Box 1271, Sterling, Colo. 80751

~~Except~~ \_\_\_\_\_

1977 TAXES \$ 380.04 (Paid)

IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this 25th day of May, A. D. 1978

 (SEAL)  
Irene S. Madison Treasurer of Logan County, Colorado

By \_\_\_\_\_ Deputy.

Ordered by Charles Sandhouse

E. E. SONNENBERG & SONS, INC. a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is P. O. Box 1271, Sterling, County of Logan, and State of Colorado, for the consideration of Ten and More Dollars, in hand paid, hereby sells and conveys to SCHNELLER FARMS, INC., a Colorado corporation, whose legal address is Holyoke, County of Phillips, and State of Colorado, the following real property in the County of Logan, and State of Colorado, to wit:

- Township 7 North, Range 53 West of the Sixth P.M.
- Section 4: W $\frac{1}{2}$
- Section 5: SE $\frac{1}{4}$
- Section 8: That part of E $\frac{1}{2}$  lying north of the Burlington Northern (formerly CB&Q) Railroad right of way.
- Section 9: All lying north of the Burlington Northern (formerly CB&Q) Railroad right of way.

Res  
118 25

- Township 8 North, Range 53 West of the Sixth P.M.
- Section 33: SE $\frac{1}{4}$

State Documentary Fee  
Date 5-25-78  
118.75

SUBJECT TO prior reservations and conveyances of the oil, gas, and other minerals in, on, and under said premises; and SAVING AND RESERVING to the Grantor an undivided one-half interest of what the Grantor now owns in the oil, gas, and other minerals in, on, and under said premises, with the right of ingress and egress to prospect for, mine, and remove the same;

No water rights are conveyed herein except for the individual underground water rights adjudicated in Case No. W-2289 in the Water Court in and for Water Division No. I, State of Colorado, as follows: Colorado Ground Water Permits Nos. 6620-F, 3137-F, 15380-F, R0125-RF, RF-1208, and 012934-F; in addition, unadjudicated stock and domestic wells under Permits Nos. 22715, 22716, 38087, and 49649;

TOGETHER WITH 12 Class A units of Grantor in the Groundwater Appropriators of the South Platte, Inc.;

No water rights involving augmentation, replacement or exchange as set forth in the decree of the Water Court in Case No. W-7564 are conveyed herein; further, no water rights in the Logan Irrigation District (Prewitt Reservoir) are conveyed herein;

With all its appurtenances, and warrant the title to the same, subject to taxes and assessments for the year 1978, due and payable in 1979, and thereafter; subject to existing roads, public highways, established easements and rights of way; subject to oil, gas and mineral leases of record; subject to restrictions and liabilities by reason of inclusion in any ground water management district or special assessment district; subject to zoning and subdivision regulations of record; subject to lease with Henry F. Schaffer dated November 11, 1976; and subject to the right of Grantor and Dale R. McDonald to remove stored silage and alfalfa pellets from the above-described premises prior to August 1, 1978.

Signed May 19 . 1978.

ATTEST:  
By: Wendell E. Sonnenberg  
Wendell E. Sonnenberg, Secretary

E. E. SONNENBERG & SONS, INC., a Colorado corporation  
By: Maynard A. Sonnenberg  
Maynard A. Sonnenberg, President

STATE OF COLORADO )  
COUNTY OF LOGAN ) ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 1978, by Maynard A. Sonnenberg as President and Wendell E. Sonnenberg as Secretary of E. E. Sonnenberg & Sons, Inc., a Colorado corporation.

My commission expires: March 16, 1982  
WITNESS my hand and official seal.

(SEAL) NOTARY PUBLIC - SEAL  
GRAYDON F. DOWIS, JR.  
My Commission expires March 16, 1982  
STATE OF COLORADO

Graydon F. Dowis, Jr.  
Notary Public

Logan Co. Colo. Doc. # **527591** Recorded **11-6-78**  
 11:25 o'clock A. M. Mary K. Krumm Records  
 Deputy

IN THE WATER COURT IN AND FOR  
 WATER DIVISION NO. I, STATE OF COLORADO

Case No. W-2289

IN THE MATTER OF THE APPLICATION FOR )	
WATER RIGHTS OF E. E. SONNENBERG & )	
SONS, INC., A COLORADO CORPORATION, )	DECREE TO CORRECT
IN THE SOUTH PLATTE RIVER IN LOGAN )	<u>CLERICAL MISTAKE</u>
AND SEDGWICK COUNTIES, COLORADO. )	

Upon consideration of the verified Motion to Correct Clerical Mistake filed on behalf of the claimant, the Court, after having examined the Motion, together with the original Affidavit filed in this Court with regard to Well No. 16, and being fully advised in the premises, FINDS:

1. The Decree of this Court entered December 13, 1976, has an error in paragraph 7, on page 10, with regard to the use of the water from Well No. 16 in that the water from this well is now, and has always been, used for the irrigation of the SW $\frac{1}{4}$  of said Section 4 instead of the SE $\frac{1}{4}$  of said Section 4.

2. The Affidavit of Maynard A. Sonnenberg dated January 30, 1975, and filed herein, erroneously referred to the SE $\frac{1}{4}$  of said Section 4 instead of the SW $\frac{1}{4}$  of said Section 4, but all supporting information with that Affidavit, including the maps which were attached thereto, refer to and show the use of this water to irrigate the SW $\frac{1}{4}$  of Section 4 instead of the SE $\frac{1}{4}$  of Section 4.



3. The claimant does not own, and has never owned, the SE $\frac{1}{4}$  of said Section 4 and no part of the water from this well has been used to irrigate the SE $\frac{1}{4}$  of said Section 4.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED That the Decree of this Court entered December 13, 1976, is amended to state correctly the use of water from Well No. 16 so that paragraph 7, on page 10 of the Decree, as to said Well No. 16 is hereby amended to be as follows:

Well No. 16 - 0125: Irrigation of 200 acres in S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and all SW $\frac{1}{4}$  of Section 4; and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9; all in Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Dated Aug 3, 1978, 1978.

BY THE COURT

*Donald A. Lassente*  
Water Judge, Division I

Certified to be a full, true and correct copy of the original in my custody.

Dated October 10, 1978

CLERK, WATER COURT, DIV. I  
STATE OF COLORADO

*by Nancy G. Brown*  
*County Clerk*  
WATER COURT DIV. I  
STATE OF COLORADO

207  
MAIL ROOM  
MAIL ROOM  
MAIL ROOM

IN THE WATER COURT IN AND FOR  
WATER DIVISION NO. I, STATE OF COLORADO

Case No. W-2289

IN THE MATTER OF THE APPLICATION FOR )  
WATER RIGHTS OF E. E. SONNENBERG & )  
SONS, INC., A COLORADO CORPORATION, )        DECREE TO CORRECT  
IN THE SOUTH PLATTE RIVER IN LOGAN )        CLERICAL MISTAKE  
AND SEDGWICK COUNTIES, COLORADO.        )

Upon consideration of the verified Motion to Correct Clerical Mistake filed on behalf of the claimant, the Court, after having examined the Motion, together with the original Affidavit filed in this Court with regard to Well No. 16, and being fully advised in the premises, FINDS:

1. The Decree of this Court entered December 13, 1976, has an error in paragraph 7, on page 10, with regard to the use of the water from Well No. 16 in that the water from this well is now, and has always been, used for the irrigation of the SW $\frac{1}{4}$  of said Section 4 instead of the SE $\frac{1}{4}$  of said Section 4.

2. The Affidavit of Maynard A. Sonnenberg dated January 30, 1975, and filed herein, erroneously referred to the SE $\frac{1}{4}$  of said Section 4 instead of the SW $\frac{1}{4}$  of said Section 4, but all supporting information with that Affidavit, including the maps which were attached thereto, refer to and show the use of this water to irrigate the SW $\frac{1}{4}$  of Section 4 instead of the SE $\frac{1}{4}$  of Section 4.

3. The claimant does not own, and has never owned, the SE $\frac{1}{4}$  of said Section 4 and no part of the water from this well has been used to irrigate the SE $\frac{1}{4}$  of said Section 4.

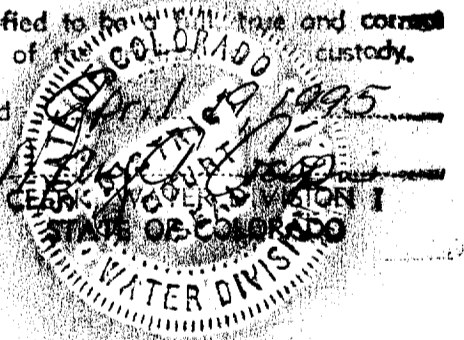
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED That the Decree of this Court entered December 13, 1976, is amended to state correctly the use of water from Well No. 16 so that paragraph 7, on page 10 of the Decree, as to said Well No. 16 is hereby amended to be as follows:

Well No. 16 - 0125: Irrigation of 200 acres in S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and all SW $\frac{1}{4}$  of Section 4; and N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9; all in Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Dated Aug 3, 1978, 1978.

Certified to be a true and correct copy of the original in custody.

Dated



BY THE COURT

Ronald A. Carpenter  
Water Judge, Division I

Recorded at 2:50 o'clock P M., 1-11-82  
 Reception No. 548716 Phyllis Dollerschell Recorder  
Logan County, Colo. Charlene Craddock, deputy

WARRANTY DEED

LEBSACK FEED YARDS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is 14352 County Road 22, Sterling, County of Logan, and State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to JERRY KARG whose address is 6745 County Road 29-7/10, Atwood, County of Logan and State of Colorado, ALLEN MITCHEK whose address is 12456 County Road 37, Sterling, County of Logan and State of Colorado, and HENRY F. SCHAFFER whose address is 18461 County Road 24, Sterling, County of Logan and State of Colorado, the following real property in the County of Logan, and State of Colorado, to-wit:

The West Half (W $\frac{1}{2}$ ) of Section Four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian; and that part of Section Nine (9), Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, lying North of the Northerly Right-of-Way line of the Burlington Northern Railroad, Logan County, Colorado.

AND

A tract of land in Sections Five (5) and Eight (8) of Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, Logan County, Colorado, described as:

Beginning at the Southeast corner of said Section Five (5); thence North 3°47'40" West (assumed bearing from previous survey) and along the East line of said Section Five (5) a distance of 2684.7 feet to a point on an existing fence line; thence South 85°37'00" West and along said existing fence line a distance of 1083.2 feet to a point on the centerline of the North Sterling Inlet Canal as presently exists; thence along the centerline of said North Sterling Inlet Canal as presently exists the following courses and distances:

<u>COURSE</u>	<u>DISTANCE (Feet)</u>
South 14°54'40" East	261.1
South 4°10'20" East	198.4
South 15°32'20" West	247.9
South 24°26'00" West	367.2
South 14°15'50" West	259.8
South 1°28'50" West	337.8
South 4°45'00" East	1096.8
South 1°26'10" West	1418.0
South 8°20'50" West	1421.7
South 13°50'40" West	187.1
South 29°29'20" West	195.9
South 41°10'00" West	601.3
South 60°29'50" West	183.3
South 76°20'00" West	199.8 feet to a point on an
existing fence line; thence South 3°04'20" East and along said existing	

State Documentary Fee  
 Date 1-11-82  
 \$ 91.27



fence line a distance of 634.4 feet to a point on the Northerly Right-of-Way line of the Burlington Northern Railroad; thence North  $63^{\circ}35'30''$  East and along the Northerly Right-of-Way line of the Burlington Northern Railroad a distance of 2946.6 feet to a point on the East line of said Section Eight (8); thence North  $2^{\circ}56'20''$  West and along the East line of said Section Eight (8) a distance of 3203.5 feet to the point of beginning.

Also described as: The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Five (5) and all of the East Half ( $E\frac{1}{2}$ ) of Section Eight (8), lying North of the Burlington Northern Railroad Right-of-Way, and East of the North Sterling Inlet Canal, Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian.

AND

A tract of land in the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Eight (8) and in the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Seventeen (17), all in Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, Logan County, Colorado, said tract being more particularly described as follows:

Beginning at the Northeast corner of said Section Seventeen (17); thence Southerly along the East line of said Section Seventeen (17) a distance of 967.1 feet; thence Southwesterly an angle right of  $50^{\circ}25'40''$  from the last described course a distance of 459.7 feet; thence Southwesterly an angle right of  $13^{\circ}24'50''$  from the last described course a distance of 526.9 feet; thence Southwesterly an angle right of  $21^{\circ}02'50''$  from the last described course a distance of 458.3 feet; thence Northwesterly an angle right of  $11^{\circ}56'40''$  from the last described course a distance of 324.9 feet; thence Northwesterly an angle right of  $18^{\circ}10'30''$  from the last described course a distance of 528.5 feet; thence Northwesterly an angle right of  $18^{\circ}36'40''$  from the last described course a distance of 391.2 feet; thence Northwesterly an angle right of  $11^{\circ}27'40''$  from the last described course a distance of 176.2 feet; thence Northwesterly an angle right of  $17^{\circ}14'40''$  from the last described course a distance of 167.7 feet; thence Northerly an angle right of  $19^{\circ}44'00''$  from the last described course a distance of 1503.5 feet; thence Northeasterly an angle right of  $38^{\circ}53'30''$  from the last described course a distance of 454.8 feet to a point on the Southerly Right-of-Way line of the Burlington Northern Railroad; thence Northeasterly an angle right of  $27^{\circ}51'40''$  from the last described course and along the Southerly Right-of-Way line of the Burlington Northern Railroad a distance of 2411.8 feet to a point on the East line of said Section Eight (8); thence Southerly an angle right of  $113^{\circ}28'20''$  from the last described course and along the East line of said Section Eight (8) a distance of 2022.4 feet to the point of beginning and containing 163.42 acres, more or less, subject to a County Road Right-of-Way along the east lines of said Sections Eight (8) and Seventeen (17).

SAVING, EXCEPTING AND RESERVING unto the Grantor, an undivided one-half ( $\frac{1}{2}$ ) of all oil, gas and other minerals presently belonging to Grantor in, on and under the above-described premises, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same.

with all its appurtenances, and warrants the title to the same, subject to taxes for the year 1982, due and payable in 1983, and thereafter; subject to rights and liabilities by reason of inclusion of described premises in any special assessment districts of record; subject to existing roads, public



12305

State of Colorado }  
County of Logan } ss.

I hereby certify that this instrument was filed  
for record in my office, at 3:05 o'clock P.M.

2-18 1982 and is duly recorded  
in book 21, page no. 136 Title no. 5354

21

137

M-5355

*Robert H. Hunscher*

Registrar of Titles

By ..... Deputy

SE 1/4 5-7-53

EXCEPT a tract  
lying North & West of Center line  
of North TORRENS  
ST 15.  
Irrigation 2.50 19.00  
Dist.



STATE OF COLORADO.

County of Logan,

} ss.

No. \_\_\_\_\_

### CERTIFICATE OF TAXES DUE

I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:

E $\frac{1}{2}$ Exc For RR ROW	8 - 7 - 53
SE $\frac{1}{4}$	5 - 7 - 53
W $\frac{1}{2}$	4 - 7 - 53
N $\frac{1}{2}$ N of RR and E $\frac{1}{2}$ S of RR	9 - 7 - 53

Surface Rights Only. This Certification does not apply to special assessments not collected by this office.

Assessed to: Lebsack Feed Yards, Inc.

~~XXXXX~~ 1981 TAXES \$ 7358.97 - Paid

IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this 18th day

of February, A. D. 1982.

  
 Treasurer of Logan County, Colorado

By \_\_\_\_\_ Deputy

Ordered by Gordon Dickinson

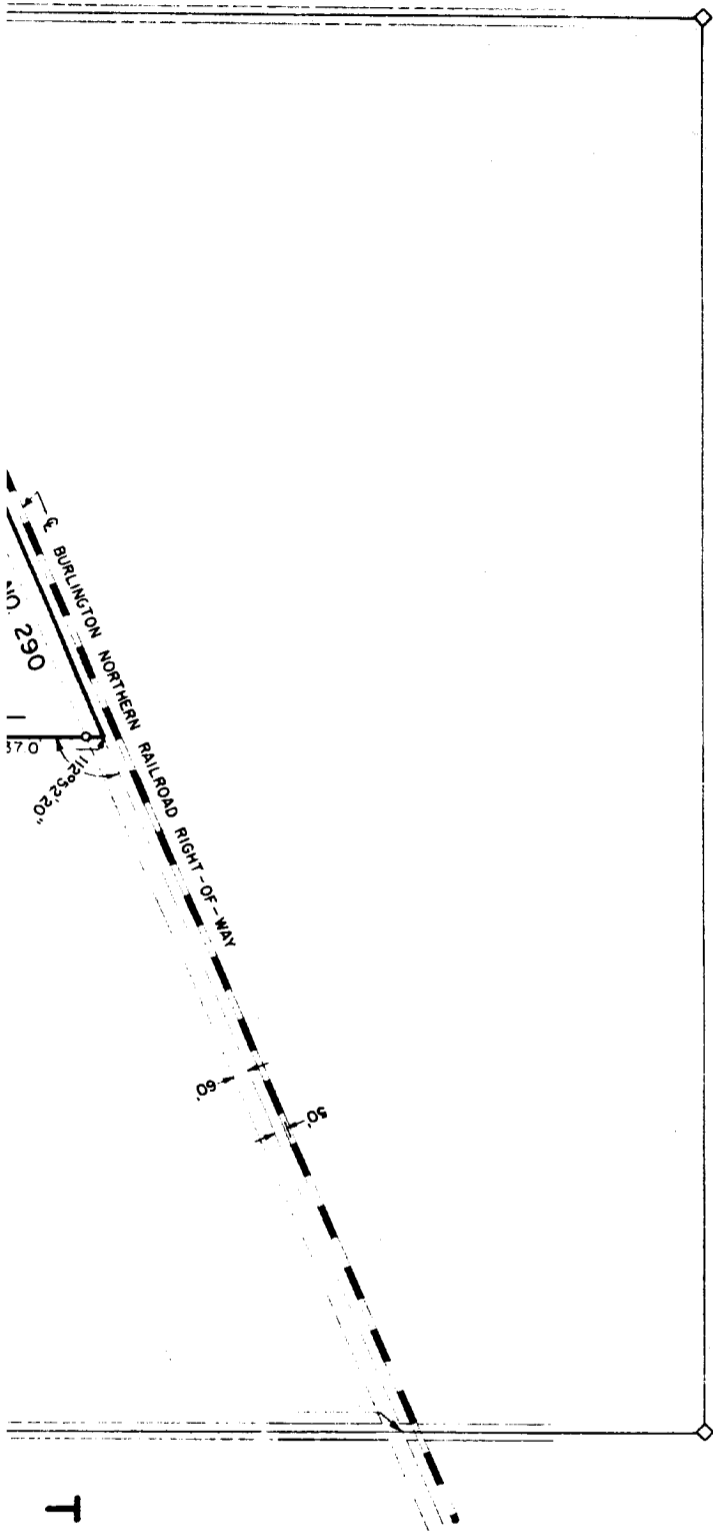


BOOK 768 PAGE 311

549151  
Logan Co. Colo. Doc. # 549151 Recorded 2-9-82  
10:50 o'clock A.M. *Rayllis D. Dierschell* Recorder  
*Gregory A. Smith* Deputy

SURVEY PLAT  
FOR  
LEBSACK FEED YARDS, INC.

R 53 W



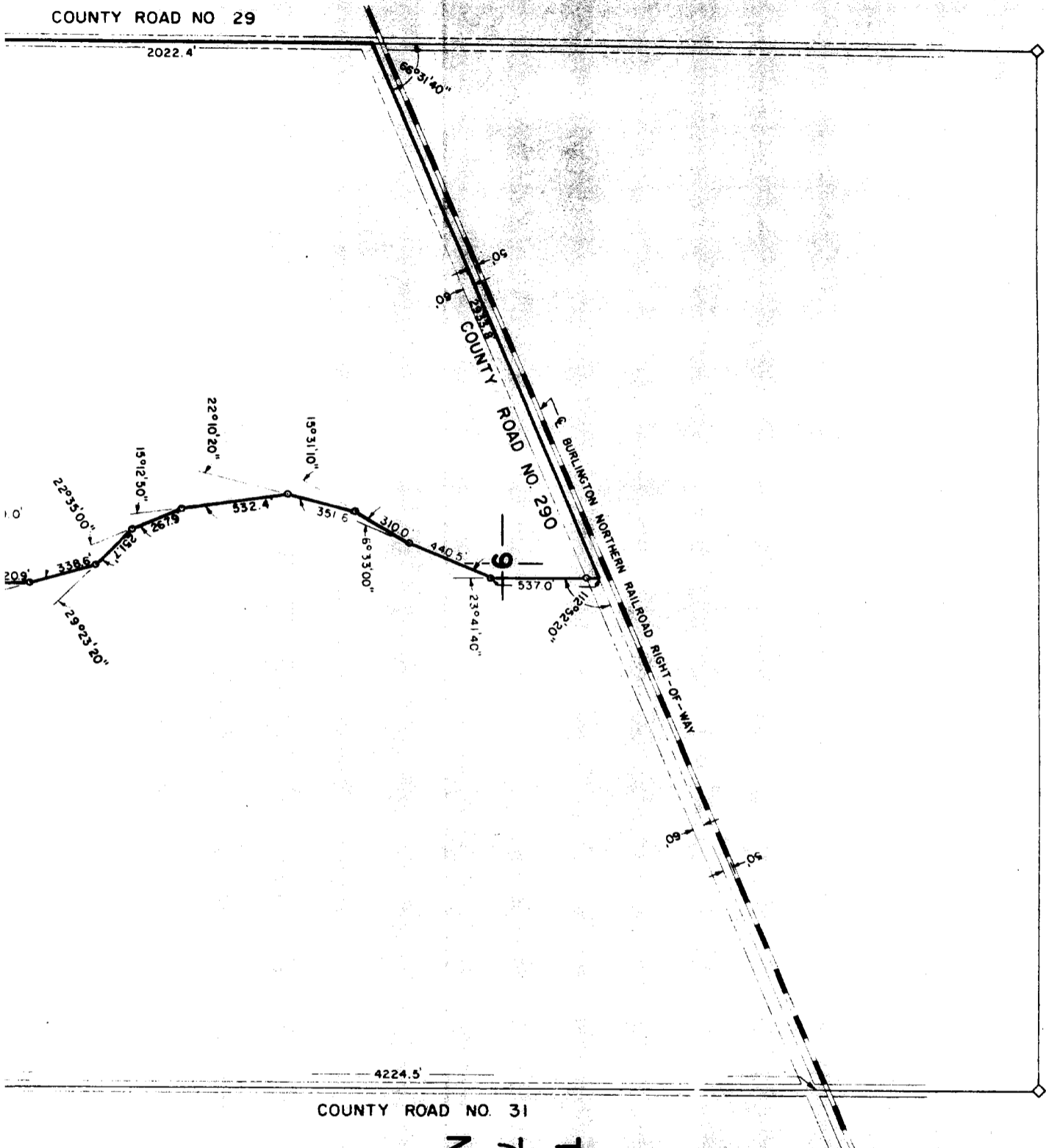
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COUNTY ROAD NO 29

2022.4'

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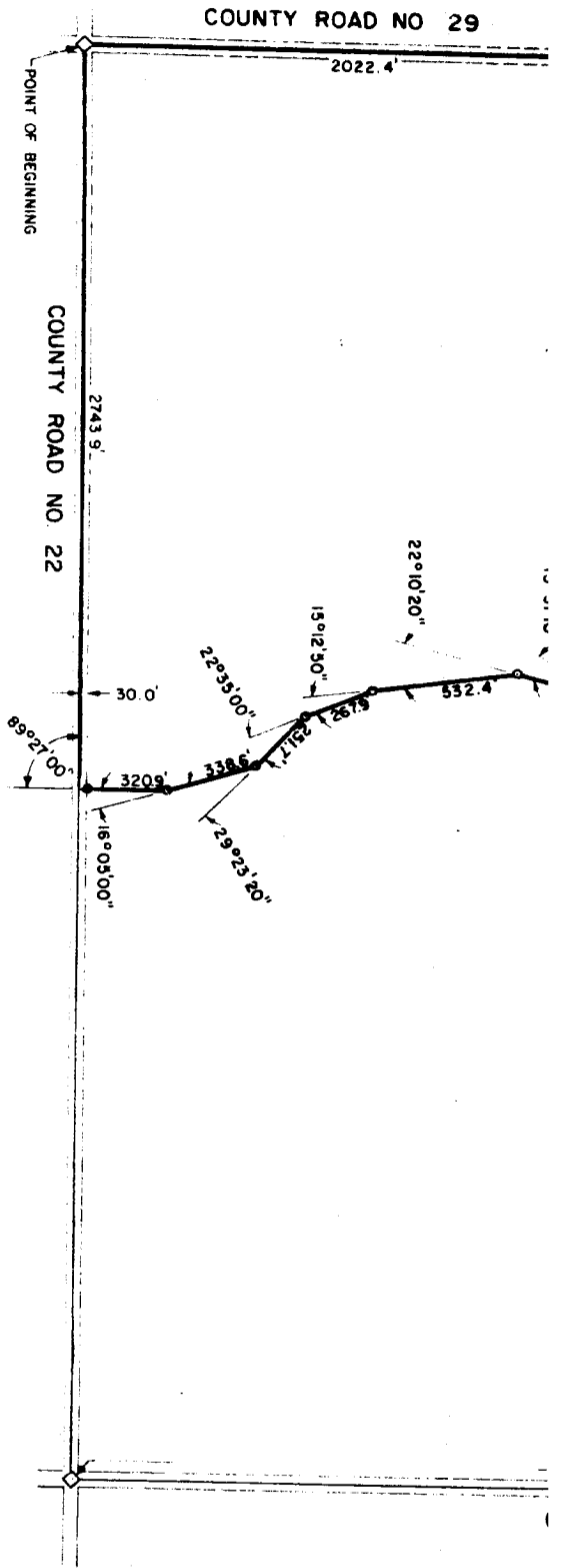
R 53 W



COUNTY ROAD NO. 31

T 7 N





SURVEYOR'S CERTIFICATE

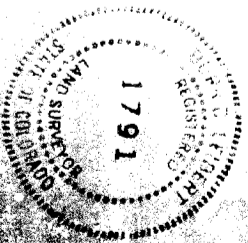
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF A SURVEY COMPLETED BY ME THIS 24TH DAY OF NOVEMBER, 1981, OF A TRACT OF LAND IN SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

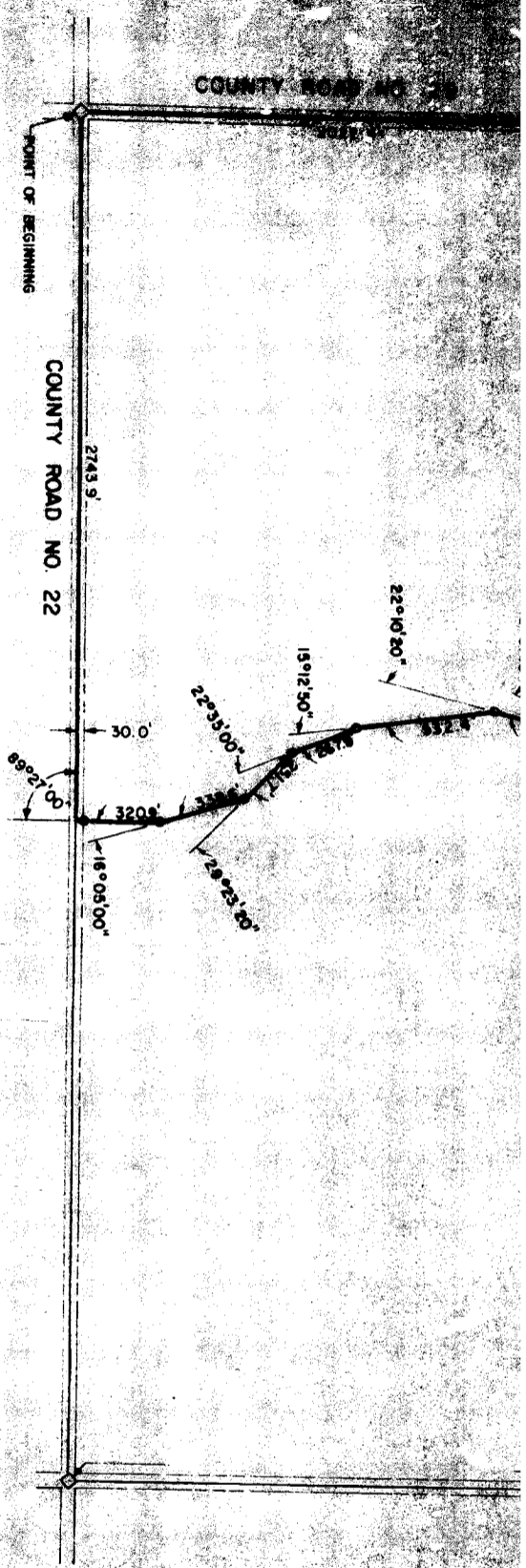
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 9 A DISTANCE OF 2072.4 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHEASTERLY AN ANGLE RIGHT OF 66°31'40" FROM THE LAST DESCRIBED COURSE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD A DISTANCE OF 2933.8 FEET; THENCE SOUTHERLY AN ANGLE RIGHT OF 112°52'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 437.0 FEET; THENCE SOUTHWESTERLY AN ANGLE RIGHT OF 23°41'40" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 440.5 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 6°53'00" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 310.0 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 15°31'10" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 431.6 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 22°10'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 532.4 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 15°12'50" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 267.9 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 22°41'00" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 251.7 FEET; THENCE SOUTHWESTERLY AN ANGLE RIGHT OF 29°23'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 338.6 FEET; THENCE SOUTHWESTERLY AN ANGLE RIGHT OF 16°05'00" FROM THE LAST DESCRIBED COURSE AND PARALLEL WITH THE LAST LINE OF SAID SECTION 9 A DISTANCE OF 320.9 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9; THENCE WESTERLY AN ANGLE RIGHT OF 80°22'00" FROM THE LAST DESCRIBED COURSE AND ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 2743.9 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT IS SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH AND WEST LINES OF SAID SECTION 9 AND A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD.

BY: *Robert D. Teibert*  
 ROBERT D. TEIBERT  
 R.L.S. NO. 1791

NOTE: #5 REBAR WITH I.D. CAPS WERE SET AT THE POINTS MARKED THIS O.





SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF A SURVEY COMPLETED BY ME THIS 24TH DAY OF NOVEMBER, 1981, OF A TRACT OF LAND IN SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 9 A DISTANCE OF 2072.4 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHEASTERLY AN ANGLE RIGHT OF 66°31'40" FROM THE LAST DESCRIBED COURSE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD A DISTANCE OF 2933.8 FEET; THENCE SOUTHERLY AN ANGLE RIGHT OF 112°52'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 537.0 FEET; THENCE SOUTHWESTERLY AN ANGLE RIGHT OF 23°41'40" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 440.5 FEET; THENCE SOUTHWESTERLY AN ANGLE RIGHT OF 6°33'00" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 310.0 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 15°31'10" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 351.6 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 22°10'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 532.4 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 15°12'50" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 267.9 FEET; THENCE SOUTHEASTERLY AN ANGLE LEFT OF 22°35'10" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 251.7 FEET; THENCE SOUTHEASTERLY AN ANGLE RIGHT OF 29°23'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 338.6 FEET; THENCE SOUTHERLY AN ANGLE RIGHT OF 16°05'10" FROM THE LAST DESCRIBED COURSE AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 320.9 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9; THENCE WESTERLY AN ANGLE RIGHT OF 89°27'00" FROM THE LAST DESCRIBED COURSE AND ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 2743.9 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT IS SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH AND WEST LINES OF SAID SECTION 9 AND A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD.

BY: *Barb D. Leibert*  
 BARB D. LEIBERT  
 R.L.S., NO. 1791

NOTE: #5 REBARS WITH I.D. CAPS WERE SET AT THE POINTS MARKED THUS o .

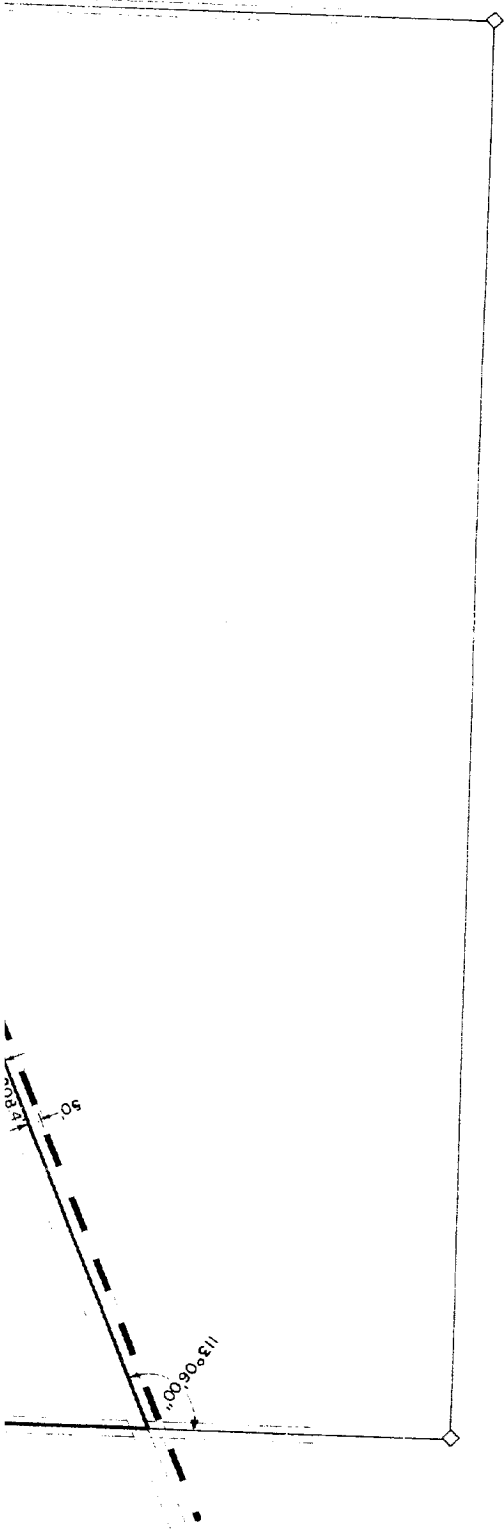


549152

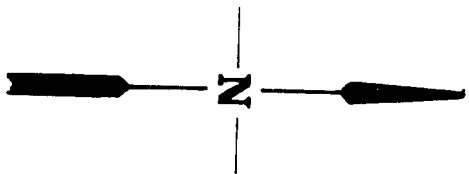
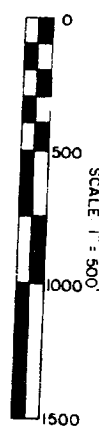
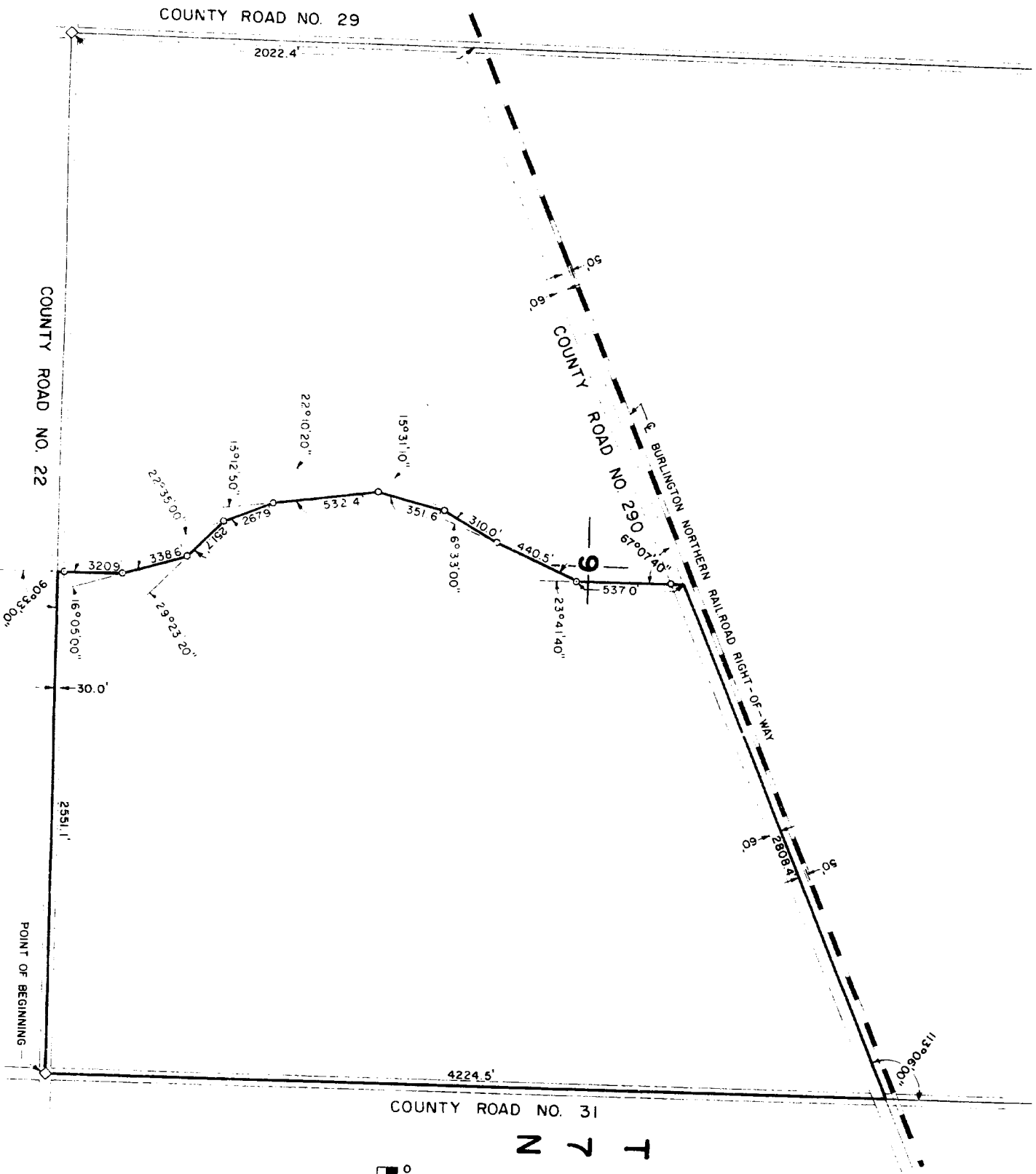
Logan Co. Colo. Doc. 10:50 o'clock A. M. Recorded 2-9-52  
Phyllis Peterschell Recorder  
Deputy

SURVEY PLAT  
FOR  
LEBSACK FEED YARDS, INC.

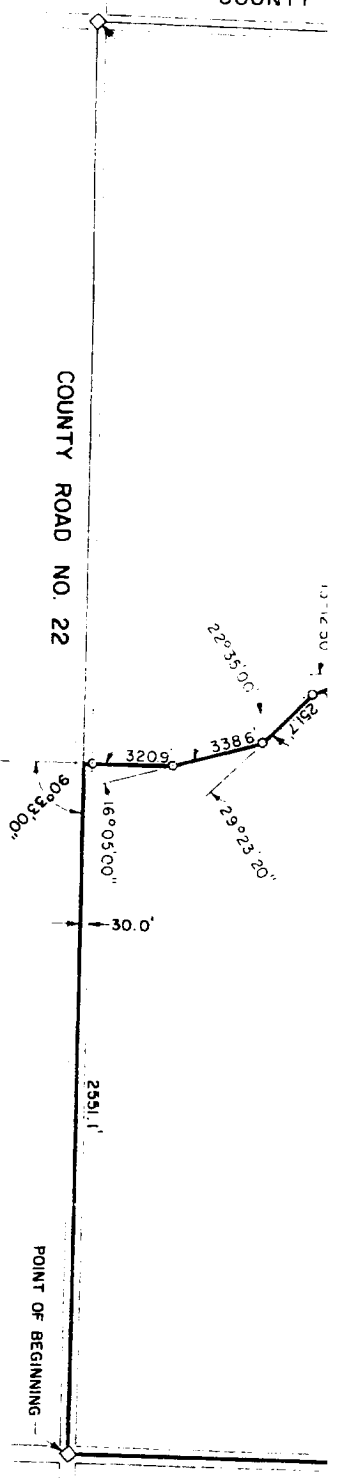
R 53 W



SECTION 36, T14N, R10E



COUNTY



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF A SURVEY COMPLETED BY ME  
 JOHN D. LEIBERT, SURVEYOR, 1991, OF A TRACT OF LAND IN SECTION 9, TOWNSHIP 7 NORTH, RANGE  
 58 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LUKAN COUNTY, COLORADO, SAID TRACT BEING MORE  
 PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTHERLY ALONG THE EAST  
 LINE OF SAID SECTION 9 A DISTANCE OF 4224.5 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY  
 LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 11°30'00"  
 FROM THE EAST DESCRIBED COURSE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON  
 NORTHERN RAILROAD A DISTANCE OF 2845.6 FEET; THENCE SOUTHERLY AN ANGLE LEFT OF 67°07'40"  
 FROM THE EAST DESCRIBED COURSE A DISTANCE OF 537.0 FEET; THENCE SOUTHWESTERLY AN ANGLE  
 RIGHT OF 159°31'10" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 440.5 FEET; THENCE SOUTH-  
 WESTERLY AND SMALL RIGHT OF 97°53'10" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 540.0  
 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 15°11'30" FROM THE LAST DESCRIBED COURSE A  
 DISTANCE OF 511.6 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 22°19'20" FROM THE LAST  
 DESCRIBED COURSE A DISTANCE OF 537.6 FEET; THENCE SOUTHWESTERLY AN ANGLE LEFT OF 15°11'30"  
 FROM THE LAST DESCRIBED COURSE A DISTANCE OF 237.9 FEET; THENCE SOUTHWESTERLY AN ANGLE  
 LEFT OF 2°05'00" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 211.7 FEET; THENCE SOUTH  
 WESTERLY AND SMALL RIGHT OF 200°27'20" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 155.4  
 FEET; THENCE SOUTHERLY AND SMALL RIGHT OF 16°30'10" FROM THE LAST DESCRIBED COURSE AND  
 JOINTLY WITH THE LINE OF SAID SECTION 9 A DISTANCE OF 520.9 FEET TO A POINT ON THE  
 SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE SOUTHWESTERLY  
 AN ANGLE LEFT OF 90°53'00" FROM THE LAST  
 DESCRIBED COURSE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SECTION 9 A DISTANCE OF 2551.1 FEET TO  
 THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT IS SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH  
 AND EAST SIDES OF SAID SECTION 9 AND A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTHERLY  
 RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD.

BY: *John D. Leibert*  
 JOHN D. LEIBERT  
 R.L.S., NO. 1791

NOTE: 45 PERMANENT IRON CAPS WERE SET  
 AT THE POINTS MARKED PLUS (+).



12537

MICROFILM  
COMPARED  
INDEXED

State of Colorado }  
County of Logan } ss.

I hereby certify that this instrument was filed  
for record in my office, at 3:50 o'clock P.M.

5-18 1983 and is duly recorded

in book 21, page no. 211 Title no. 5429

Charlene Craddock <sup>21</sup> <sup>212</sup> M-5430

Registrar of Titles

By ..... Deputy

SE 1/4 5 - 7 - 53

Except a tract.

3:45

9<sup>00</sup>

Terrera



STATE OF COLORADO, }  
County of Logan, } ss.

No. \_\_\_\_\_

**CERTIFICATE OF TAXES DUE**

I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:

SE $\frac{1}{4}$  Lying E Of Irr Canal 5-7-53 AND  
E $\frac{1}{2}$  Lying E & S Of Irr Canal Exc RR Row & Exc 6 Ac. In W $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  Desc Bk 762  
Pg 593 8-7-53 AND  
N $\frac{1}{2}$  N OF RR 9-7-53 AND  
A Tract in NE $\frac{1}{4}$  Cont. 80 Acres M/L Desc Bk 761 Pg 970 17-7-53

Surface Rights Only. This certificate does not apply to special assessments not collected by this office.

Assessed to: Allen Mitchek Et Al

~~FORGONE~~  
19 82 TAXES \$ 3877.88 (Paid)

IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this 18th day  
of May, A. D. 19 83.

  
Treasurer of Logan County, Colorado (SEAL)

BY \_\_\_\_\_  
Deputy

Ordered by Roger L. Nixt

**WARRANTY DEED**

JERRY KARG whose address is 6745 County Road 29-7/10, Atwood, County of Logan and State of Colorado, ALLEN MITCHEK whose address is 12456 County Road 37, Sterling, County of Logan and State of Colorado, and HENRY F. SCHAFFER whose address is 18461 County Road 24, Sterling, County of Logan and State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby conveys to AMERICAN FARMS PARTNERSHIP, a general partnership organized and existing under and by virtue of the laws of the State of Colorado, whose address is P. O. Box 1348, Sterling, County of Logan and State of Colorado, the following real property in the County of Logan, and State of Colorado, to-wit:

State Documentary Fee  
 Date 11-15-82  
\$ 210.00

The West Half (W $\frac{1}{2}$ ) of Section four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian; and that part of Section Nine (9), Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, lying North of the Northerly Right-of-Way line of the Burlington Northern Railroad, Logan County, Colorado.

AND

A tract of land in Sections Five (5) and Eight (8) of Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, Logan County, Colorado, described as:

Beginning at the Southeast corner of said Section Five (5); thence North 3°47'40" West (assumed bearing from previous survey) and along the East line of said Section Five (5) a distance of 2684.7 feet to a point on an existing fence line; thence South 85°37'00" West and along said existing fence line a distance of 1083.2 feet to a point on the centerline of the North Sterling Inlet Canal as presently exists; thence along the centerline of said North Sterling Inlet Canal as presently exists the following courses and distances:

<u>COURSE</u>	<u>DISTANCE (Feet)</u>
South 14°54'40" East	261.1
South 4°10'20" East	198.4
South 15°32'20" West	247.9
South 24°26'00" West	367.2
South 14°15'50" West	259.8
South 1°28'50" West	337.8
South 4°45'00" East	1096.8
South 1°26'10" West	1418.0
South 8°20'50" West	1421.7
South 13°50'40" West	187.1
South 29°29'20" West	195.9
South 41°10'00" West	601.3
South 60°29'50" West	183.3
South 76°20'00" West	199.8 feet to a point

on an existing fence line; thence South 3°04'20" East and along said existing fence line a distance of 634.4 feet to a point on the Northerly Right-of-Way line of the Burlington Northern Railroad; thence North 63°35'30" East and along the Northerly Right-of-Way line of the Burlington Northern Railroad a distance of 2946.6 feet to a point on the East line of said Section Eight (8); thence North 2°56'20" West and along the East line of said Section Eight (8) a distance of 3203.5 feet to the point of beginning.

Also described as: The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Five (5) and all of the East Half (E $\frac{1}{2}$ ) of Section Eight (8), lying North of the Burlington Northern Railroad Right-of-Way, and East of the North Sterling Inlet Canal, Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian.

AND

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8) and in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), all in Township Seven (7) North, Range Fifty-three (53) West of the Sixth Principal Meridian, Logan County, Colorado, said tract being more particularly described as follows:

Beginning at the Northeast corner of said Section Seventeen (17); thence Southerly along the East line of said Section Seventeen (17) a distance of 967.1 feet; thence Southwesterly an angle right of 50°25'40" from the last described course a distance of 459.7 feet; thence Southwesterly an angle right of 13°24'50" from the last described course a distance of 526.9 feet; thence Southwesterly an angle right of 21°02'50" from the last described course a distance of 458.3 feet; thence Northwesterly an angle right of 11°56'40" from the last described course a distance of 324.9 feet; thence Northwesterly an angle right of 18°10'30" from the last described course a distance of 528.5 feet; thence Northwesterly an angle right of 18°36'40" from the last described course a distance of 391.2 feet; thence Northwesterly an angle right of 11°27'40" from the last described course a distance of 176.2 feet; thence Northwesterly an angle right of 17°14'40" from the last described course a distance of 167.7 feet; thence Northerly an angle right of 19°44'00" from the last described course a distance of 1503.5 feet; thence Northeasterly an angle right of 38°53'30" from the last described course a distance of 454.8 feet to a point on the Southerly Right-of-Way line of the Burlington Northern Railroad; thence Northeasterly an angle right of 27°51'40" from the last described course and along the Southerly Right-of-Way line of the Burlington Northern Railroad a distance of 2411.8 feet to a point on the East line of said Section Eight (8); thence Southerly an angle right of 113°28'20" from the last described course and along the East line of said Section Eight (8) a distance of 2022.4 feet to the point of beginning and containing 163.42 acres, more or less, subject to a County Road Right-of-Way along the east lines of said Sections Eight (8) and Seventeen (17).

SAVING, EXCEPTING AND RESERVING unto the Grantor, an undivided one-half ( $\frac{1}{2}$ ) of all oil, gas and other minerals presently belonging to Grantor in on and under the above-described premises, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining, and removing the same.

with all its appurtenances, and warrants the title to the same, subject to taxes for the year 1982, due and payable in 1983, and thereafter; subject to rights and liabilities by reason of inclusion of described premises in any special assessment districts of record; subject to existing roads, public highways, established easements and rights-of-way; subject to all oil, gas and other mineral reservations and conveyances of record; subject to all oil, gas and other mineral leases of record; subject to zoning, subdivision and use restriction of record.

Including all water and water rights appurtenant to said premises to include but not by way of limitation well #9613-F, #6620-F, #015380-F, #RF1208, #3137-F, and #R0125-RF.

Signed this 15 day of November, 1982.

JERRY ARG

*Jerry Arg*

ALLEN MITCHEK

*Allen Mitchek*

HENRY F. SCHAFFER

*Henry F. Schaffer*

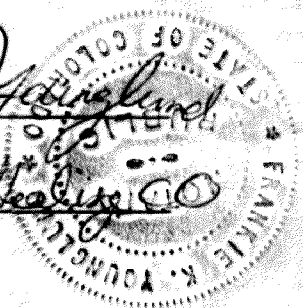
STATE OF COLORADO )  
 ) ss.  
COUNTY OF LOGAN )

BOOK 770 PAGE 301

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of November, 1982, by Jerry Karg, Allen Mitchek, and Henry F.  
Schaffer. Witness my hand and official seal.

My commission expires: 2/8/86

Frankie F. Young  
Notary Public  
214th & Ash  
Address





Logan Co. Colo. Doc. # **553405** Recorded 12-13-82  
8:00 o'clock A M. Phyllis Dollerschell Recorder  
Eggy Ann Deputy

**QUITCLAIM DEED** BOOK **770** PAGE **896**

THIS DEED, made this 16th day of November, 1982, between BURLINGTON NORTHERN RAILROAD COMPANY (successor to the railroad operations of Burlington Northern Inc.), a Delaware corporation, Grantor, and AMERICAN FARMS PARTNERSHIP, a co-partnership consisting of Jerry Karg, Allen Mitchek and Henry F. Schaffer, of 18461 County Road 24, Sterling, Colorado 80751, Grantee,

WITNESSETH: That the said Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the said Grantor in hand paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and quitclaimed, and by these presents doth remise, release, sell, convey and quitclaim, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto the said Grantee, its successors and assigns forever, all the right, title, interest, claim and demand, if any, which the said Grantor hath in and to the following described premises, to-wit:

All of the 100-foot wide right of way, being 50 feet wide on each side of the track centerline of Burlington Northern Railroad Company's Sterling to New Raymer, Colorado Branch Line, hereinafter described, now discontinued, as it crosses the Southeast Quarter (SE1/4) of Section 8, the Southwest Quarter (SW1/4), the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of Section 9, all located in Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said right of way runs in a generally Northeasterly and Southwesterly direction.

Track Centerline Description

Beginning at a point 206 feet Northerly of the Southwest corner of said Section 8; thence Northeasterly in a straight line at an angle of 84° 09' with the West line of said Section 8, a distance of 326.3 feet to a point of a 1° curve to the left, concave Northwesterly; thence Northeasterly along said 1° curve to the left, having a delta angle of 17° 22' and an arc length of 1,736.7 feet; thence Northeasterly, tangent to said curve, a distance of 9,388.5 feet to the point of intersection of said track centerline and the East line of the Northeast Quarter (NE1/4) of said Section 9, being 1,032.6 feet Southerly of the Northeast corner of Section 9 and there terminating.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights of way and easements of record.

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights.

If the premises are locally assessed, the Grantee, and for its successors and assigns, by acceptance of this deed, agrees to assume all locally assessed real estate taxes, outstanding or otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the premises.

ALSO, the Grantee, and for its successors and assigns, by acceptance of this deed, hereby releases and forever discharges the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns,

304

State Documentary Fee  
Date 12-13-82  
\$ .30

including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situate on the premises herein conveyed.

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 said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

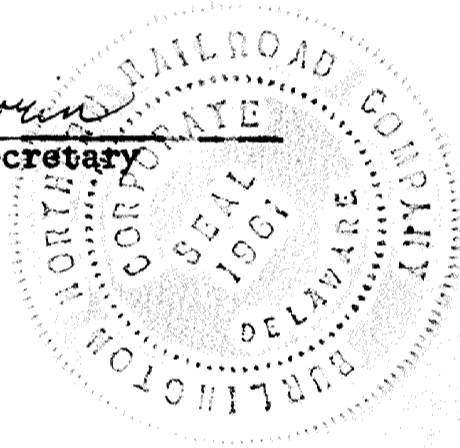
IN WITNESS WHEREOF, The said Grantor hath caused its corporate name to be hereunto subscribed by its Director, Land Management and Contracts, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

BY H. D. Shaver  
Director, Land Management and  
Contracts

ATTEST:

BY B. J. Mowin  
Assistant Secretary



ACCEPTED:  
AMERICAN FARMS PARTNERSHIP

Jerry Karg  
JERRY KARG

Allen Mitchek  
ALLEN MITCHEK

Henry F. Schaffer  
HENRY F. SCHAFER

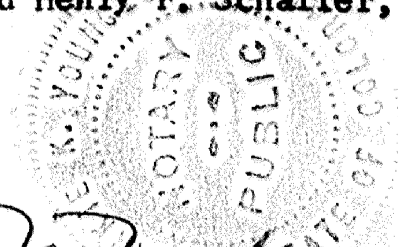
STATE OF COLORADO )  
                                  )ss.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 16th day of November, 1982, by Jerry Karg, Allen Mitchek and Henry F. Schaffer, for American Farms Partnership, a co-partnership.

WITNESS my hand and official seal.

My Commission Expires: 2/8/86

Frankie R. Youngblood  
Notary Public  
4th & Ash, Sterling, CO



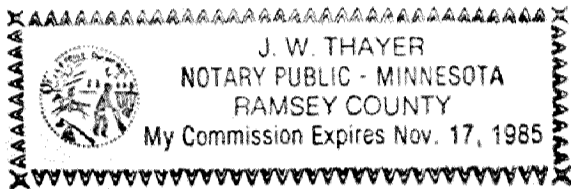
STATE OF MINNESOTA )  
                          )ss.  
COUNTY OF RAMSEY )

BOOK 770 PAGE 898

The foregoing instrument was acknowledged before me this 16th day of November, 19 82, by H. D. Shane as Director, Land Management and Contracts, and R. J. Morin as Assistant Secretary of Burlington Northern Railroad Company, a corporation.

WITNESS my hand and official seal.

My Commission expires November 17, 1985.



J. W. Thayer  
Notary Public.

**RESOLUTION  
NO. 2008-65**

**SPECIAL USE PERMIT**

**A RESOLUTION GRANTING A SPECIAL USE PERMIT (SUP) FOR THE OPERATION OF A 10,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO FOR ALLEN MITCHEK.**

**WHEREAS**, Allen Mitchek has applied for a SUP to operate a 10,000 head cattle feedlot on the a tract of land lying in the N½ of Section 9, Township 7 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, and

**WHEREAS**, the Board of County Commissioners (the Board) recognizes the preexisting non-conforming existence of such 10,000 head cattle feedlot operation continuing to present, under full compliance with all applicable Federal, State, County and Northeast Colorado Health Department (NCHD) regulations, and

**WHEREAS**, the Board further recognizes the need to establish a Special Use Permit (SUP) for such operation as the non-conforming status in conformance with Section 4.10 of the Logan County Zoning Regulation was terminated following a twelve (12) year amortization schedule ending in 2002, and

**WHEREAS**, the SUP per the request of the owner/applicant is to run for 10-years.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of Allen Mitchek for a Special Use Permit to operate a 10,000 head cattle feedlot, related equipment and structures is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The continued use is compatible with existing land uses in the area, which is zoned Agricultural District.

**III. CONDITIONS:**

1. The permit is limited to the operation of an 10,000 head cattle feedlot on the site located within the following legally described parcel:
  - N½ of Section 9, Township 7 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado
2. Continued compliance with all applicable Federal, State [Colorado Department of Public Health and Environment (CDPHE)], County and the Northeast Colorado Health Department (NCHD) regulations.





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Pamela N. Schneider Clerk & Recorder, Logan County, Co

**INDIVIDUAL PERMIT**

THIS AGREEMENT made this 28 day of April, 2009, by and between the County of Logan, State of Colorado, hereinafter called "County", and Allen Mitchell the undersigned easement holder or landowner, hereinafter called "Applicant".

Witnesseth:

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7, S3W, Sec 4-5  
Under CR 29, 6 tenths of a mile south of CR 26 and

WHEREAS, Applicant desires to install and construct a Electric For Pivot., which will be located (**Circle One**) along, under, or across Road CR 29, to benefit the above described premises; and  
\* Trench \* will coordinate w/ R;B

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. If the Applicant desires to bury at less than 48 inches below the lowest level of any borrow ditch paralleling the County Road, an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct Electric Lines, described above, in the right of way of CR 29, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible.
4. All work authorized by this Agreement shall be completed no later than March 1 2009.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction, and in the future will keep and maintain such surface in the same condition as prior to such installation.

All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

6. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

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Page: 2 of 4 R \$0.00 D \$0.00 T \$0.00  
Pamela M. Schneider Clerk & Recorder, Logan County, Co

- 7. Applicant hereby releases the County from any liability for damages caused by said Electrical, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
- 8. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- 9. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
- 10. Other Provisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

Jack H. McLavey  
Jack McLavey (Aye) (Nay)

Debra L. Zwirn  
Debra Zwirn (Aye) (Nay)

James Edwards  
Jim Edwards (Aye) (Nay)

**INDIVIDUAL ROW PERMIT**

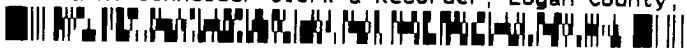
**APPLICANT:**

Signature: Allen Mitchell Application Fee (\$25.00)

Company: Allen Mitchell Ck# 113975

Street: 247 Sierra Vista Ave Date Paid 20 Apr 2009

City, State and Zip: Sterling CO 80751 Phone #: 970 522-2713







**RESOLUTION  
NO. 2014-19**

**SPECIAL USE PERMIT AMENDMENT**

**A RESOLUTION GRANTING THE AMENDMENT OF A SPECIAL USE PERMIT, (SUP) #199, TO PROVIDE FOR THE EXPANSION OF A CATTLE FEEDING OPERATION LOCATED ON A PARCEL OF LAND LYING IN THE NORTH ½ OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO**

**WHEREAS**, Allen Mitchek has applied for the amendment of Special Use Permit (SUP) #199 to expand the existing feedlot by 15,000 head of cattle to a total of 25,000 head of cattle on a parcel of land lying in the North ½ of Section 9, Township 7N, Range 53W of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; also known as 14527 County Road 24, Sterling Colorado]; and

**WHEREAS**, the Board of County Commissioners (the Board) approved the renewal of Special Use Permit (SUP) #199 on the identified land for a maximum of 10,000 head of cattle feedlot on the 16th day of December, 2008 and

**WHEREAS**, the cattle feeding operation has continued operating to present, in full compliance with all applicable Federal, State [Colorado Department of Public Health and Environment (CDPHE)], County and Northeast Colorado Health Department (NCHD) regulations and the requirements of the above-described permits, and

**WHEREAS**, on June 17, 2014, the Logan County Planning Commission conducted a public hearing on the application, received testimony and evidence regarding the proposed expansion, and recommended approval of the expansion conditioned on compliance with all applicable Federal, State [(Colorado Department of Public Health and Environment (CDPHE)], County and the Northeast Colorado Health Department (NCHD) regulations, and

**WHEREAS**, all notices of public hearings on the application have been properly published and posted as required by the Logan County Zoning Resolution, and

**WHEREAS**, the Board of County Commissioners of Logan County held a public hearing on the request for expansion of the feedlot, on Tuesday June 24, 2014.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of Allen Mitchek for an amendment to Special Use Permit (SUP) #199 to expand open lot confinement feedlot operations to a maximum of 25,000 head of cattle is granted, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The use and its location is in conformance with the Logan County Comprehensive Plan and Zoning Resolution and is compatible with existing agricultural land uses in the area, which is zoned Agricultural District.

**III. CONDITIONS:**

1. The permit is limited to the operation of an open lot confinement feedlot, with a maximum of 25,000 head of cattle, on the existing site located within the following legally described parcel: N1/2 of Section 9, Township 7 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.
2. The feedlot operation shall remain in continued compliance with all applicable Federal, State [Colorado Department of Public Health and Environment (CDPHE)], County and Northeast Colorado Health Department (NCHD) regulations, and any permits required by CDPHE or any other agency to operate a feedlot consistent with Special Use Permit (SUP) #199 shall be timely obtained.

**BE IT THEREFORE RESOLVED** that the amendment of Special Use Permit (SUP) #199 is granted for the operation of a maximum of 25,000 head of cattle confined open feedlot and construction of related equipment and structures, subject to the conditions set forth above and subject to application for renewal for continued permitted use after December 16, 2018. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to ensure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 24<sup>th</sup> day of June, 2014.

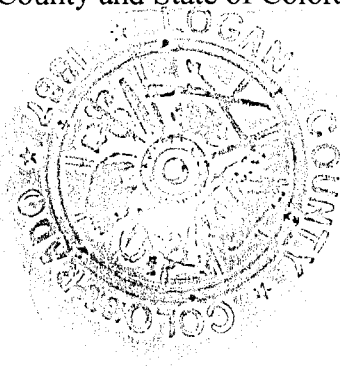
LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO


  
David G. Donaldson  (Aye)  (Nay)

RECUSED  (Aye)  (Nay)  
Gene A. Meisner

  
Rocky Samber  (Aye)  (Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County and State of Colorado, in regular session on the 24<sup>th</sup> day of June, 2014.



  
Logan County Clerk and Recorder

## PIPELINE EASEMENT

**THIS PIPELINE EASEMENT** ("Agreement") is made this 21 day of February, 2014, from **Mitchek Cattle Company #2, LLC**, whose address is **247 Sierra Vista, Sterling, CO 80751** ("Grantor" whether one or more), to **Tallgrass Pony Express Pipeline (Colorado), Inc., a Colorado corporation**, whose address is **370 Van Gordon Street, Lakewood, Colorado 80228** ("Grantee"). The parties agree as follows:

1. Grant. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual exclusive right-of-way and easement to survey (including, but not limited to, civil, environmental, geotechnical, and cultural surveys), construct, maintain, clear, inspect, test, upgrade, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, patrol, protect, abandon in place or remove, at Grantee's election, one or more pipelines, and all related equipment and appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, natural gas (including, without limitation, natural gas liquids), petroleum products, water, hydrocarbons and any other substances, and any products, derivatives, combinations or mixtures of any of the foregoing, including but not limited to, meters, regulators, valves, launchers/receivers, vent pipes, line markers, taps, rectifiers, alternating current mitigation, cathodic protection, including enclosures for the aforesaid appurtenances (the pipeline(s) together with such appurtenances are collectively referred to herein as, the "Pipeline" and the foregoing rights and those provided to Grantee hereunder are collectively referred to herein as the "Easement Rights"), in, on, over, under, or through the real property situated in Logan County, State of Colorado, being described as follows:

TOWNSHIP 7 NORTH, RANGE 53 WEST, 6<sup>TH</sup> PM  
SECTION 4: W $\frac{1}{2}$

2. Easement Location. The real property subject to the Easement Rights (the "Right-of-Way Lands") is comprised of a permanent easement area of approximately seventy-five feet (75') in width (the "Permanent Easement Area") and a temporary easement area of approximately twenty-five feet (25') in width together with any additional work space (collectively, the "Temporary Easement Area") as each is more particularly described and/or depicted on Exhibit "A".

In the event the initial Pipeline is constructed and the centerline of such Pipeline, as constructed, is in a different location than contemplated by Exhibit "A", Grantor and Grantee hereby agree that the width and/or location of the Permanent Easement Area as identified on Exhibit "A" will be modified as necessary in Grantee's reasonable discretion to facilitate the width as contemplated herein and the relative location of the Pipeline within the Permanent Easement Area. In such event, Grantee may (in its discretion) record a Notice of Pipeline Location along with an as-built survey describing and/or depicting the modified Permanent Easement Area and/or the initial Pipeline. Additionally, Grantee may (in its discretion) record a Notice of Pipeline Location along with an as-built survey describing and/or depicting any future additional Pipelines installed within the Permanent Easement Area.

3. Use. The Grantor reserves the right to cultivate, use and occupy the Right-of-Way Lands for any purpose consistent with the rights and privileges herein granted and which, in the sole opinion of the Grantee, will not interfere with or endanger any of the Pipeline facilities therein or use thereof by the Grantee, its agents or contractors. Grantor shall not, nor shall it allow others acting by or through Grantor to, excavate or otherwise alter the ground elevation or grade, remove any soil, construct or place any obstructions, buildings, improvements, fences, engineering works, utilities, roads, or structures, impound any water, affect the lateral or subjacent support of the Pipeline, or plant any trees, or shrubs (collectively,



the "Prohibited Items") on, through, under, or upon the (i) Right-of-Way Lands until termination of the temporary easements and (ii) the Permanent Easement Area thereafter, without the prior written consent of Grantee in each case. If any Prohibited Items are placed upon the Right-of-Way Lands without Grantee's prior written consent, Grantee shall have the right, but not the obligation, to (a) enter and remove any such Prohibited Items upon notice to Grantor (such notice being reasonable under the circumstances), at Grantor's cost, or (b) notify and require Grantor, at Grantor's cost, to immediately remove any such Prohibited Items. The Grantee shall have the right of ingress and egress over the Right-of-Way Lands and adjacent real property of Grantor at convenient points and the right to install gates in fences and driveway culverts that cross the Permanent Easement Area, all in order that the Grantee may access the Permanent Easement Area and exercise the Easement Rights.

4. Term. Grantee's Easement Rights within the Permanent Easement Area shall be in perpetuity. Grantee's Easement Rights within the Temporary Easement Area shall expire upon completion of the pipeline construction and restoration of the Right-of-Way Lands, provided, however Grantee may use such portion of the Grantor's property along and adjacent to the Permanent Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Pipeline.

5. Depth of Cover. Grantee agrees that the underground portions of the Pipeline will be constructed with at least ~~thirty-six inches (36")~~ of soil cover. In areas containing rock the minimum cover shall be twenty-four inches (24"). *FOURTY EIGHT INCHES (48")* JAM

6. Restoration and Compensation. Except as otherwise provided for herein (including, but not limited to, Grantee's restoration obligations), Grantee has compensated Grantor for damages associated with its use of the Right-of-Way Lands and initial installation of the Pipeline (and related activities). No successor, heir, or assign of Grantor or purchaser of all or any part of the Right-of-Way Lands shall be entitled to additional payment of such compensation already remitted to Grantor. Grantor agrees to accept the aforementioned consideration on behalf of Grantor, Grantor's successors in interest, and any current or future tenant ("Tenant") of Grantor, and to take full responsibility for compensating Grantor's Tenant for any damage or loss that is owed to the Tenant as a result of this conveyance and the Grantee's exercise of the Easement Rights. By agreeing to accept Grantee's consideration, Grantor agrees to indemnify and hold harmless the Grantee, its parent companies, affiliates and subsidiaries, and their officers, agents, and employees, from any claim asserted by the Grantor's Tenant, Tenant's successor in interest, or Tenant's heirs, for compensation, restitution, crop loss, consideration, or damage of any kind that the Tenant, if any, may be lawfully entitled to as a result of this conveyance and Grantee's use of the Easements.

Grantee shall have the right from time to time, to install within the boundaries of the Permanent Easement Area one or more additional Pipelines. Grantee agrees to pay Grantor for any and all additional actual physical damages which were not already paid to Grantor, including but not limited to those to: (i) fences, (ii) growing crops and timber which arise from the Grantee's use of the Right-of-Way Lands, and (iii) occasioned by any additional installations or construction and future reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline in the Permanent Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to make any payment related to the removal of any Prohibited Items or payment for any damages caused by the negligence, recklessness, or willful misconduct of third parties or the Grantor or anyone acting on the Grantor's behalf. The term "timber" is defined as trees or wood grown for commercial sale. Grantee shall have the right, without liability for damages, from time to time after the initial construction of the Pipeline, to re-clear the Permanent Easement Area by removing Prohibited Items and any other obstructions that may endanger or interfere in any manner with Grantee's use of the Permanent Easement Area or the Pipeline.

Grantee shall restore the surface of the Right-of-Way Lands, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Right-of-Way Lands by the Grantee, its contractors, or agents.

7. Title. By entering into this Agreement, Grantor warrants that Grantor is the sole fee owner of the Right-of-Way Lands herein described and that Grantor has the authority to convey the Easement Rights in the Right-of-Way Lands to the Grantee and the Right-of-Way Lands are free from all

liens and encumbrances that are senior to this Agreement that will affect Grantee's rights hereunder (except as otherwise disclosed by Grantor in writing to Grantee), and Grantor will warrant and defend title thereto against the lawful claims of all persons whomsoever. Grantor further agrees to defend, indemnify, and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey the Easement Rights to the Grantee as well as all claims for payment or restitution for damages made by a third party. Grantor agrees to reimburse Grantee for its costs, including attorney's fees, in asserting or defending all claims made which dispute the Grantor's legal right to convey the Easement Rights pursuant to this Agreement.

8. Covenants Running with the Land; Assignment. This Agreement shall be recorded in the real property records where the Right-of-Way Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, and heirs. This Pipeline Easement may be assigned in whole or in part by either party.

9. Notices. All notices required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, or by hand delivery, directed to the addresses at the beginning of this Agreement or at other address provided by such party.

10. Document Execution and Interpretation. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals. This Agreement shall be interpreted and enforced under the laws of the state where the Right-of-Way Lands are located. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Right-of-Way Lands, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions, or portion hereof, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision to be held invalid. This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and vice versa and pronouns designating a particular gender shall be deemed to include and designate the masculine, feminine and neuter gender. This Agreement shall not be construed against either party in the event of an ambiguity or other dispute as to its interpretation. Grantor and Grantee represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement and the person or persons signing for each party has been duly authorized by such party to do so. Should Grantor consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

11. Miscellaneous. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the substantially prevailing party, whether by judgment or out-of-court settlement, shall recover from the other party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein. Time is of the essence herein. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision. No breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement or the Easement Rights, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or pursuant to applicable law. Non-use of the Right-of-Way Lands shall not constitute abandonment of the Easement Rights or the Right-of-Way Lands and other rights granted herein, and shall not be grounds for termination of this Agreement. Grantor shall not disclose to any other person or entity the amount of payments made or to be made by Grantee for this Agreement without Grantee's prior consent.

**TO HAVE AND TO HOLD** the Easement Rights unto the Grantee, Grantee's successors, assigns, personal representatives, and heirs forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 21 day of FEB., 2014.

**GRANTOR:**

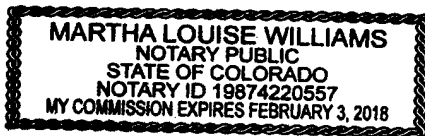
Allen Mitchek  
Allen Mitchek,  
Mitchek Cattle Company #2, LLC

STATE OF Colorado )  
COUNTY OF Logan ) ss.

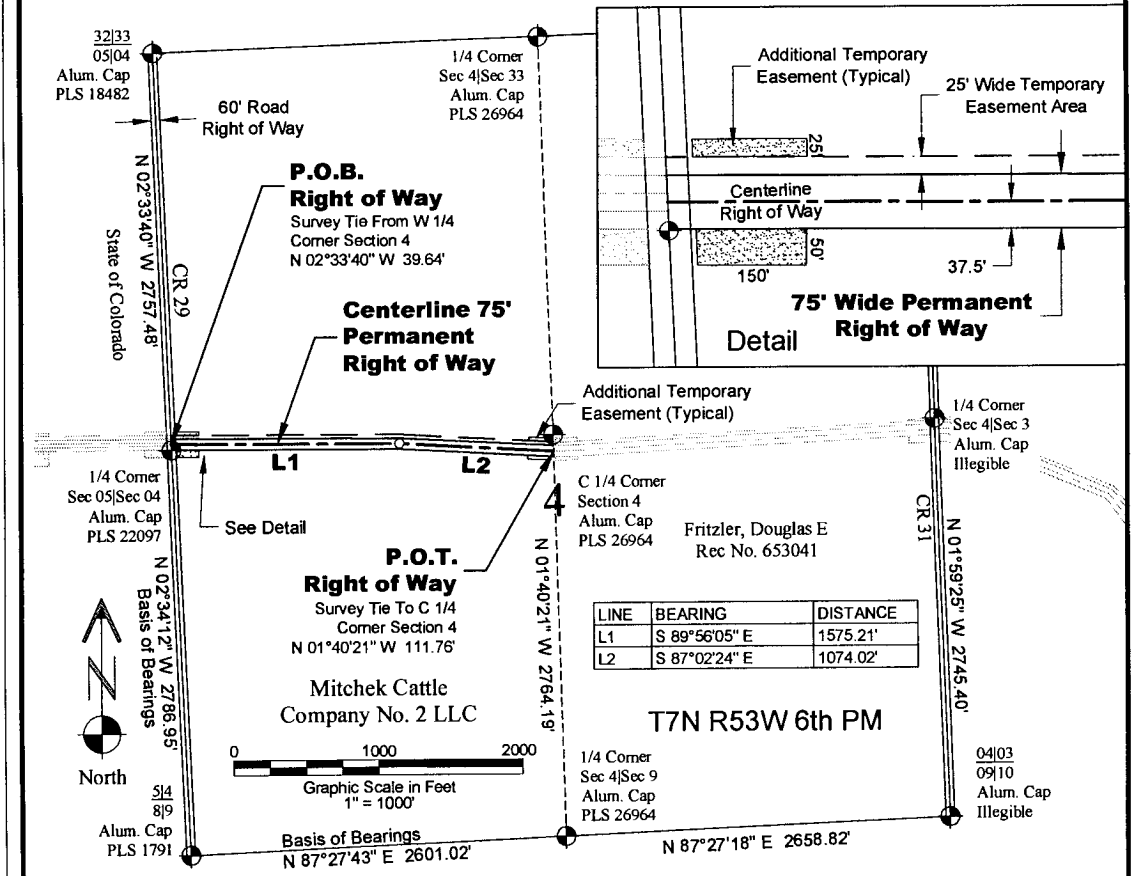
On this 21<sup>st</sup> day of Feb in the year 2014, before me, the undersigned notary public, personally appeared **Allen Mitchek, as Mitchek Cattle Company #2, LLC** known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal. The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb, 2014.

My commission expires Feb 3, 2018 Martha Louise Williams  
Notary Public



### Exhibit A Pipeline Right of Way



#### Right of Way Description

A 75 foot wide strip of land being a portion of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, County of Logan, State of Colorado, said 75 foot wide strip being 37.5 feet each side of the following described centerline:

**Note:**

- The Basis of Bearings is the west line of the southwest quarter of Section 4, T7N, R53W 6th P.M., as monumented with an aluminum cap PLS 1791 at the south end and an aluminum cap PLS 22097 at the north end with a grid bearing of N 02°34'12" W.

Commencing at the west quarter corner of Section 4, an aluminum cap PLS 22097; Thence N 02°33'40" W, along the west line of the northwest quarter of Section 4, a distance of 39.64 feet to the POINT OF BEGINNING:

Thence S 89°56'05" E, departing said west line, a distance of 1575.21 feet;  
 Thence S 87°02'24" E a distance of 1074.02 feet, more or less, to a point on the east line of the southwest quarter of Section 4 and the POINT OF TERMINUS from which the center quarter corner of Section 4 bears N 01°40'21" W a distance of 111.76 feet.

Containing 4.562 acres more or less.  
 Temporary Construction Easement Containing 1.521 acres more or less.  
 Additional Temporary Easement Containing 0.445 acres more or less.

Total R.O.W. Length 2649.23'

**NOTES:**

- This is not a land survey nor a land survey plat.
- The side lines of the right of way are to be lengthened and/or shortened as necessary to end at the property lines.
- All directions, distances, and dimensions shown hereon are based on modified coordinates from the "Colorado coordinate system of 1983 north zone" (C.R.S. 38-52-102). CSF=0.999786588



**GEO SURV**  
 LAND SURVEYING AND MAPPING  
 520 Stacy Ct. Ste B, Lafayette, CO 80026  
 Ph 303 666 0379 Fx 303 665 6320

Tallgrass Pony Express  
 Pipeline (Colorado), Inc  
 Pipeline Right of Way  
 Section 4 T7N R53W 6th PM  
 Logan County, Colorado





# Highline Electric Association

## IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 12 day of SEPTEMBER, 2017 by and between Highline Electric Association, hereinafter referred to as the "Association" and ADVANTAGE LAND & LIVESTOCK LLC, hereinafter referred to as the "Owner".

**WITNESSETH:** That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

SW 1/4 of Section 04 Township 07 N Range 53 W County LOGAN State COLORADO

Nameplate Horsepower 125 Phase 3

The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association.

**ANNUAL MINIMUM CHARGE:** Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be \$500.00 per year.

**DETERMINATION OF BILLING HORSEPOWER:** The billing horsepower will be the input horsepower as measured by a suitable electric meter under stabilized and normal operating conditions.

**PAYMENT:** Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the Owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered delinquent for deposit purposes. The Owner further agrees that s/he alone shall be responsible for payment of all charges for this service, but the Owner may request the billing be sent to another for payment. **The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate.** The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien there under, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

**TERM AND CANCELLATION:** The initial term of this agreement shall be for five (5) consecutive irrigation seasons from the date service was originally installed. Following completion of five (5) years, this agreement shall be for one (1) year at a time and shall automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated reinstallation costs less material. In the event that the land being irrigated by this service is removed from irrigated production during the initial five year term of the contract all present and future minimum payments as described in this contract, shall become immediately due and payable and the Association shall have the right to remove the facilities needed to serve the irrigation well.

**EASEMENT:** The Owner hereby agrees to grant to the Association the necessary rights of way and easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

**RIGHT OF ACCESS:** Owner agrees to provide and maintain an access road to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reading the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

**MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE:** It is agreed the Association will not be liable for any damage occasioned by the failure or lack of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power, for any reason beyond its control.

**UNDERGROUND SERVICE:** If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of SEPTEMBER 12, 2017 *u*

ADVANTAGE LAND & LIVESTOCK LLC  
 (Owner's Name Typed)

#2 SPRINKLER  
 (Description)

PO BOX 68  
 (Address)

STERLING, CO 80751  
 (City/State/Zip Code)

*[Signature]* Managing Member  
 (Owner Signature) (Title)

970-520-3725  
 (Telephone #)

*[Signature]*  
 (Signature of Witness - Not a Relative)

*[Signature]*  
 Manager

OFFICE USE ONLY

Account # 8428664  
 R/C # \_\_\_\_\_  
 S/O # 71863  
 J/O # \_\_\_\_\_  
 W/O # \_\_\_\_\_

Previous Owner & Account #:  
AMERICAN FARMS  
71846

Customer Copy



# Highline Electric Association

## IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 12 day of SEPTEMBER, 2017 by and between Highline Electric Association, hereinafter referred to as the "Association" and ADVANTAGE LAND & LIVESTOCK LLC, hereinafter referred to as the "Owner".

**WITNESSETH:** That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

NW 1/4 of Section 09 Township 07 N Range 53 W County LOGAN State COLORADO

Nameplate Horsepower 60 Phase 3

The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association.

**ANNUAL MINIMUM CHARGE:** Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be \$500.00 per year.

**DETERMINATION OF BILLING HORSEPOWER:** The billing horsepower will be the input horsepower as measured by a suitable electric meter under stabilized and normal operating conditions.

**PAYMENT:** Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the Owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered delinquent for deposit purposes. The Owner further agrees that s/he alone shall be responsible for payment of all charges for this service, but the Owner may request the billing be sent to another for payment. **The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate.** The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien there under, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

**TERM AND CANCELLATION:** The initial term of this agreement shall be for five (5) consecutive irrigation seasons from the date service was originally installed. Following completion of five (5) years, this agreement shall be for one (1) year at a time and shall automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated reinstallation costs less material. In the event that the land being irrigated by this service is removed from irrigated production during the initial five year term of the contract all present and future minimum payments as described in this contract, shall become immediately due and payable and the Association shall have the right to remove the facilities needed to serve the irrigation well.

**EASEMENT:** The Owner hereby agrees to grant to the Association the necessary rights of way and easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

**RIGHT OF ACCESS:** Owner agrees to provide and maintain an access road to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reading the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

**MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE:** It is agreed the Association will not be liable for any damage occasioned by the failure or lack of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power, for any reason beyond its control.

**UNDERGROUND SERVICE:** If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of SEPTEMBER 12, 2017 *u*

ADVANTAGE LAND & LIVESTOCK LLC  
 (Owner's Name typed)

#1 SPRINKLER  
 (Description)

PO BOX 68  
 (Address)

STERLING CO 80751  
 (City/State/Zip Code)

*[Signature]*  
 (Owner signature)      *[Signature]*  
 (Title)

970-520-3725  
 (Telephone #)

*[Signature]*  
 (Signature of Witness - Not a Relative)

*[Signature]*  
 Manager

OFFICE USE ONLY

Account # 8428677  
 R/C # \_\_\_\_\_  
 S/O # 71865  
 J/O # \_\_\_\_\_  
 W/O # \_\_\_\_\_

Previous Owner & Account #:  
AMERICAN FARMS  
71845

Customer Copy



# Highline Electric Association

## IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 12 day of SEPTEMBER, 2017 by and between Highline Electric Association, hereinafter referred to as the "Association" and ADVANTAGE LAND & LIVESTOCK LLC, hereinafter referred to as the "Owner".

**WITNESSETH:** That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

NE 1/4 of Section 09 Township 07 N Range 53 W County LOGAN State COLORADO

Nameplate Horsepower 50 Phase 3

The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association.

**ANNUAL MINIMUM CHARGE:** Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be \$500.00 per year.

**DETERMINATION OF BILLING HORSEPOWER:** The billing horsepower will be the input horsepower as measured by a suitable electric meter under stabilized and normal operating conditions.

**PAYMENT:** Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the Owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered delinquent for deposit purposes. The Owner further agrees that s/he alone shall be responsible for payment of all charges for this service, but the Owner may request the billing be sent to another for payment. **The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate.** The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien there under, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

**TERM AND CANCELLATION:** The initial term of this agreement shall be for five (5) consecutive irrigation seasons from the date service was originally installed. Following completion of five (5) years, this agreement shall be for one (1) year at a time and shall automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated reinstallation costs less material. In the event that the land being irrigated by this service is removed from irrigated production during the initial five year term of the contract all present and future minimum payments as described in this contract, shall become immediately due and payable and the Association shall have the right to remove the facilities needed to serve the irrigation well.

**EASEMENT:** The Owner hereby agrees to grant to the Association the necessary rights of way and easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

**RIGHT OF ACCESS:** Owner agrees to provide and maintain an access road to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reading the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

**MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE:** It is agreed the Association will not be liable for any damage occasioned by the failure or lack of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power, for any reason beyond its control.

**UNDERGROUND SERVICE:** If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of SEPTEMBER 12, 2017 *ub*

ADVANTAGE LAND & LIVESTOCK LLC  
 (Owner's Name Typed)

LAGOON PUMP  
 (Description)

PO BOX 68  
 (Address)

STERLING, CO 80751  
 (City/State/Zip Code)

*[Signature]*  
 (Owner Signature) *Managing Member*  
 (Title)

970-520-3725  
 (Telephone #)

*[Signature]*  
 (Signature of Witness - Not a Relative)

*[Signature]*  
 Manager

OFFICE USE ONLY  
 Account # 8428680  
 R/C # \_\_\_\_\_  
 S/O # 71867  
 J/O # \_\_\_\_\_  
 W/O # \_\_\_\_\_

Previous Owner & Account #:  
AMERICAN FARMS  
72672

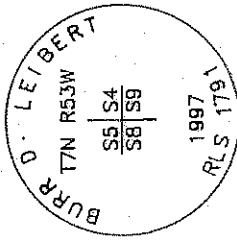
Customer Copy

# Survey Plat for ALLEN MITCHEK

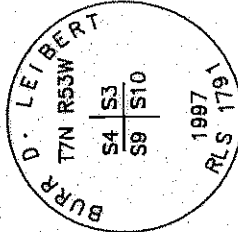
R 53 W

S89°55'00"E  
5259.9'

FOUND NO. 5 REBAR WITH  
METAL I.D. CAP STAMPED  
"BURR D. LEIBERT RLS 1791"  
REPLACED WITH NO. 6 REBAR  
30" LONG WITH 2" DIA.  
METAL I.D. CAP STAMPED



FOUND NO. 5 REBAR WITH  
METAL I.D. CAP STAMPED  
"BURR D. LEIBERT RLS 1791"  
REPLACED WITH NO. 6 REBAR  
30" LONG WITH 2" DIA.  
METAL I.D. CAP STAMPED



COUNTY ROAD 29

N0°55'20"E  
5335.9'

COUNTY ROAD 31

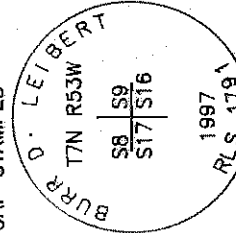
N 71

COUNTY ROAD 290  
FORMER MAIN TRAIL RAILROAD NORTHWEST RAILROAD  
60' COUNTY ROAD R.O.W.  
DESCRIBED IN BK 285 PG 172  
(IN NE 1/4 OF SECTION)

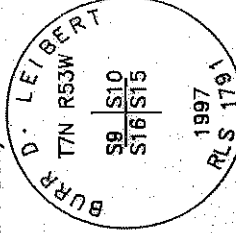
9

NO RECORD FOUND OF  
COUNTY ROAD R.O.W. THROUGH  
NW 1/4 OR SW 1/4 OF SECTION

FOUND NO. 5 REBAR WITH  
METAL I.D. CAP STAMPED  
"BURR D. LEIBERT RLS 1791"  
REPLACED WITH NO. 6 REBAR  
30" LONG WITH 2" DIA.  
METAL I.D. CAP STAMPED

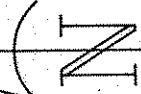
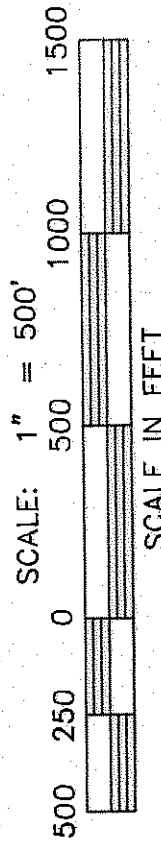


FOUND NO. 5 REBAR WITH  
ILLEGIBLE METAL I.D. CAP  
REPLACED WITH NO. 6 REBAR  
30" LONG WITH 2" DIA.  
METAL I.D. CAP STAMPED  
(SET IN MONUMENT BOX)



COUNTY ROAD 22

S285.1'  
S90°00'00"W



### SURVEYOR'S STATEMENT

I, BURR D. LEIBERT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT OF THE FORMER SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD THROUGH SECTION 9, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO WAS MADE UNDER MY SUPERVISION, AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BURR D. LEIBERT  
FOR AND ON BEHALF OF  
LEIBERT-MCATEE & ASSOCIATES, INC.  
R.L.S. NO. 1791  
JANUARY 29, 1998

### NOTES

A TITLE SEARCH WAS NOT REQUESTED OR CONDUCTED BY ME FOR THIS PARCEL. THEREFORE, ALL RECORDED RIGHTS-OF-WAY OR EASEMENTS MAY NOT BE SHOWN.

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF SECTION 9, T7N, R53W BEARS SOUTH 90°00'00" WEST. THE SOUTHWEST AND SOUTHEAST CORNERS OF SAID SECTION 9 ARE MONUMENTED AS SHOWN ABOVE.

NO. 5 REBARS 24" LONG WITH YELLOW PLASTIC I.D. CAPS (METAL I.D. CAP IN ROADWAY) STAMPED "BURR D. LEIBERT RLS 1791" WERE SET AT THE POINTS MARKED THUS ○

FOUND POINTS SHOWN THUS ●

### NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

REVISIONS	<b>LEIBERT-MCATEE &amp; ASSOCIATES, INC.</b>		
	P.O. BOX 442	910 SOUTH DIVISION AVENUE	STERLING, CO 80751 970-522-1960
TITLE	Survey Plat for ALLEN MITCHEK IN SECTION 9, T7N, R53W OF THE 6TH P.M., LOGAN COUNTY, COLORADO		
SCALE: 1" = 500'	DR. BY: AK	DRAWING NO.	
DATE: 1-29-98	CK' D. BY:	SHEET 1 of 1	



Mar. 22 1910

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Sterling 03260  
Homestead Certificate No.

APPLICATION

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of John D. Ewing has been established and duly consummated, in conformity to law, for the

Northeast quarter of Section twenty-seven in Township eight North of Range Fifty-three West of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said

John D. Ewing the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said John D. Ewing and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the 22nd day of March, in the year of our Lord one thousand nine hundred and Thirtieth and of the Independence of the United States the one hundred

By the President: W. H. Taft By M. J. Le Roy Secretary.  
Recorded, Colorado, Vol. Patent Number 117542 Page  
H. W. Sanford Recorder of the General Land Office.

Filed for Record the 18th day of April, A. D. 1910, at 8:40 o'clock A. M.  
By May E. Price Recorder.  
Louise Petzell Deputy.

468897 Alice Ewing Dec 22, 1915  
468897 Alice Ewing Dec 22, 1915  
Homestead for my land on NE 1/4 27-8-53 Sec 22-1915

Reception No. 363919 Recorded Sept. 10, 1952

FORM TPL 21 PETROL

8:00 o'clock A.M. Donnell Lawrence, Recorder

R/W # Draft #105 By Weg

RIGHT OF WAY GRANT

BOOK 420 PAGE 527

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, whether one or more, designated herein as "GRANTOR", for and in consideration of the sum of Five ----- Dollars (\$ 5.00 )

in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey to THE TORONTO PIPE LINE COMPANY, a Delaware corporation having permit to do business in the State in which the lands herein described are situated, its successors and assigns, designated herein as "GRANTEE", the following rights of way, easements and privileges in, to, over and across the following described tract of land situate

in Logan County, State of Colorado, to-wit: The NE 1/4 of Section 27, Township 8 N., Range 53 W.

To enter upon said land for the purpose of surveying and selecting the route for a pipe line or pipe lines.

To lay, construct, operate, and maintain in, upon, over and across said land a pipe line or pipe lines, of whatsoever kind or dimensions, to convey crude petroleum or its products whether liquid or gaseous, or any other material or substance which can be transported through a pipe line, or any mixtures thereof.

The Grantee at all times shall have the right of ingress, egress and regress in, to, upon and over said land for any of the purposes hereof, including the right in the Grantee to inspect, test, change, replace, repair and remove said pipe line or pipe lines.

Whenever at any time Grantee shall lay a pipe line across said lands, it shall pay to the Grantor, in addition to the consideration hereinabove stated, the sum of Fifty-cents per rod of actual length for each separate line so laid.

By the acceptance hereof the Grantee agrees to bury such pipe lines so that they will not interfere with the cultivation or drainage of the land, and also to pay any and all damages to stock, crops, fences and timber which may be suffered as a result of the Grantee's construction, operation, inspection, maintenance, alteration, renewal or removal of such pipe lines.

The Grantor reserves the right to the full use and enjoyment of said premises, provided that said Grantor shall not erect over or adjacent to any line or lines of the Grantee any improvement of a nature such as to interfere with the rights hereby granted.

This instrument shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is signed this 27th day of August, 19 52

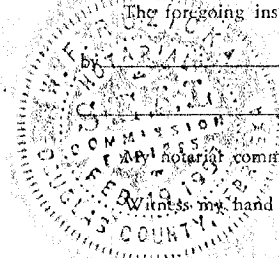
Frederick J. Kriebs Jr. Frederick J. Kriebs Jr. Paul N. Kriebs Paul N. Kriebs

Roddate ----- Draft # ----- By -----

INDIVIDUAL ACKNOWLEDGMENT

State of Nebraska County of Douglas ss.

The foregoing instrument was acknowledged before me this 27th day of August, 19 52 Frederick J. Kriebs Jr. and Paul N. Kriebs



Notary Public signature

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Fred J. Kriebs & Paul N. Kriebs (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto The Highline Electric Association, ~~Inc.~~, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Logan, State of Colorado, and more particularly described as follows:

Along the County Road along the east side of the Section 27 Township 8 North Range 53 West Highline Electric Association to be liable for damage to growing crops caused by construction, maintenance or removal of said line.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

6th IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6th day of February, 1965.

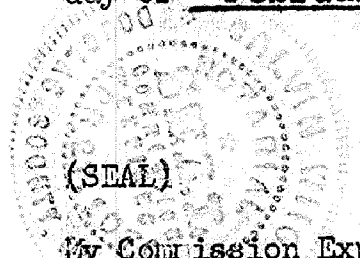
X Fred J. Kriebs (L.S.)  
Paul N. Kriebs (L.S.)

STATE OF NEBRASKA }  
COUNTY OF Douglas }

6333 N. 24th  
Omaha, Nebr.  
2316 No 69 St  
Omaha, Nebr.

The foregoing instrument was acknowledged before me this 6th day of February 1965, by Fred J. Kriebs and Paul N. Kriebs

Witness my hand and official seal.



My Commission Expires:  
April 27, 1970

Calvin H. King  
Notary Public

PAUL N. KRIEBS and MARJORIE M. KRIEBS, Husband and Wife  
 whose address is Fergus Falls, County of Otter Tail,  
 State of Minnesota and FREDERICK J. KRIEBS, JR. and  
 OPAL L. KRIEBS, Husband and Wife  
 whose address is 6333 N. 24th Street, Omaha

County of Douglas, State of  
 Nebraska, for the consideration of  
 Other Valuable Consideration and Ten-----  
 dollars, in hand paid, hereby sell(s) and convey(s) to

ALLEN MITCHEK  
 whose address is 12456 County Road 37, Sterling County of  
 Logan, and State of Colorado the following real property in the  
 County of Logan, and State of Colorado, to wit:

The East Half (E $\frac{1}{2}$ ) of Section Twenty-seven (27), Township Eight (8)  
 North, Range Fifty-three (53), West of the Sixth Principal Meridian,  
 Logan County, Colorado; EXCEPTING AND RESERVING unto Grantors, their  
 heirs and assigns, one-half of all oil, gas and other minerals in, on  
 and under the above described premises now owned by Grantors, together  
 with right of ingress and egress for the purpose of exploring for,  
 drilling, producing, mining and removing the same.

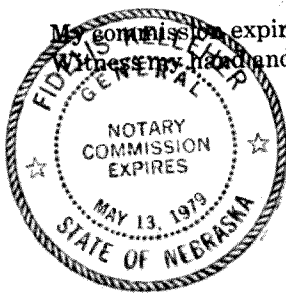
State Documentary Fee  
 Date 6-11-76  
 \$ 6.72

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for the  
 year 1976 and thereafter; special districts of record, Patent reservations of  
 record, easements and rights of way of record, and Logan County Zoning and  
 Subdivision regulations. Also subject to all prior mineral reservations and  
 exceptions of record.

Signed this 7<sup>th</sup> day of June 19 76.  
 Frederick J. Kriebs, Jr. Paul N. Kriebs, Husband  
 Opal L. Kriebs, Wife Marjorie M. Kriebs, Wife  
 STATE OF COLORADO } ss.  
 NEBRASKA  
 County of Douglas

The foregoing instrument was acknowledged before me this  
 day of June 7, 1976, by Frederick J. Kriebs, Jr. and Opal L.  
 Kriebs, Husband and Wife.

My commission expires May 13, 1979.  
 Witness my hand and official seal



Fidelis Kelleher  
 Notary Public



**WARRANTY DEED**  
SHORT FORM

No. ....

TO

STATE OF COLORADO,

County of .....

ss.

I hereby certify that this instrument was filed  
for record in my office, at ..... 2:20  
o'clock P. M., ..... 19.....  
and is duly recorded in book .....

Page .....

Film No. .... Reception No. ....

Recorder

By .....

Deputy

Fee, \$ 4.00

Mail to: ..... Alan Mitchell  
(or return to)

Send future tax statements to:

BRADFORD PUBLISHING CO. DENVER

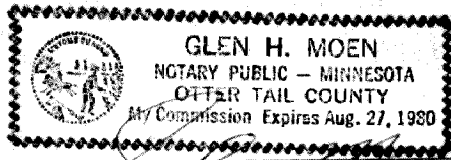
BOOK 701 page 798a

STATE OF MINNESOTA )  
County of Otter Tail ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 1976, by Paul N. Kriebs and Marjorie M. Kriebs, husband and wife.

My Commission expires:

Witness my hand and official seal.



Notary Public

ELECTRIC LINE - RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether one or more) Bill Thomas  
(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof  
is hereby acknowledged, do hereby grant unto Highline Electric Association, a cooperative corporation (hereinafter  
called the "Cooperative") whose post office address is Holyoke, Colorado, and to its successors and assigns, the  
right to enter upon the lands of the undersigned, situated in the County of Logan,  
state of Colorado, and more particularly described as follows:

For single phase power line located in the southwest of the N.E. 1/4.

Section 27, Township 8, North, Range 53, West of the Sixth P.M.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the  
above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and  
make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities  
as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation,  
the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes,  
transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or  
otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that  
may interfere with or threaten to endanger the operation and maintenance of said line or system, (including any  
control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the  
means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to  
license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is  
placed under-ground, of the trench and related underground facilities, by any other person, association, or  
corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment,  
installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the  
Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free  
and clear of the encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 9 day of Jan  
1996

x Bill Thomas

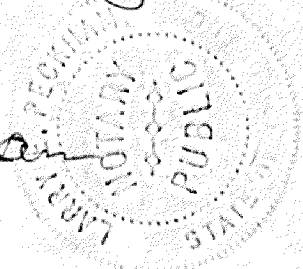
STATE OF COLORADO  
(County of Phillips)

The foregoing instrument was acknowledged before me this 9 day of January 1996  
by Bill Thomas

My Commission expires:

MY COMMISSION EXPIRES 6/22/99

Kary Steehan  
Notary Public





WARRANTY DEED

THIS DEED, Made this 17th day of September, 2004, between Bill Thomas

of the said County of Logan and State of Colorado, grantor, and Cody B. McEndaffer and Dolly A. McEndaffer, in joint tenancy

*CM*  
*Q-M.*

whose legal address is 13855 CR 33  
Sterling, CO 80751

of the said County of Logan and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of \$220,000.00 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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of Logan and State of Colorado described as follows:  
See Attached Legal Description

also known by street and number as: 13855 CR 33, Sterling, Colorado 80751

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 ensealing 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 of nature soever, except for the general taxes for the year 2004 and subsequent years; also subject to restrictions, reservations, easements, 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 possession 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.

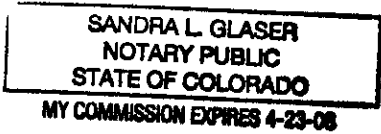
*Bill Thomas*

Bill Thomas

State of Colorado )  
  ) ss.  
County of Logan     )

The foregoing instrument was acknowledged before me this 17th day of September, 2004, by Bill Thomas

My commission expires 4-23-08. Witness my hand and official seal.



*Sandra L. Glaser*  
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 0°31'45" EAST ALONG THE EAST LINE OF SAID NE1/4 OF SECTION 27 A DISTANCE OF 2227.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°31'45" EAST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 60.1 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 948 AT PAGE 20 OF THE LOGAN COUNTY RECORDS; THENCE NORTH 87°26'10" WEST ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 948 AT PAGE 20 A DISTANCE OF 2582.7 FEET; THENCE NORTH 0°37'30" EAST A DISTANCE OF 100.0 FEET; THENCE NORTH 87°26'10" WEST A DISTANCE OF 100.0 FEET TO A POINT ON THE WEST LINE OF SAID NE1/4; THENCE NORTH 0°37'30" EAST ALONG THE WEST LINE OF SAID NE1/4 A DISTANCE OF 1250.6 FEET; THENCE SOUTH 89°22'30" EAST A DISTANCE OF 477.1 FEET; THENCE SOUTH 39°59'35" EAST A DISTANCE OF 1773.0 FEET; THENCE SOUTH 87°26'10" EAST A DISTANCE OF 1049.2 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.00 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 27, SUBJECT TO A 50 FOOT ACCESS AND UTILITY EASEMENT ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL AND TO A 30 FOOT ACCESS AND UTILITY EASEMENT ALONG THE WEST LINE OF SAID NE1/4.



**AFTER RECORDING RETURN TO:**

J. Curt Penny, P.C.  
631 W. Main St.  
PO Box 71  
Sterling, CO 80751

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT ("Easement") is executed this 10 day of August, 2017, by The Estate of Allen Mitchek, deceased, whose legal address is 247 Sierra Vista Ave, Sterling CO, 80751 ("Grantor") to Timmerman Feedyards, LLC, a Colorado limited liability company, whose legal address is 14352 LCR 22, P. O. Box 1826 Sterling CO 80751 ("Grantee").

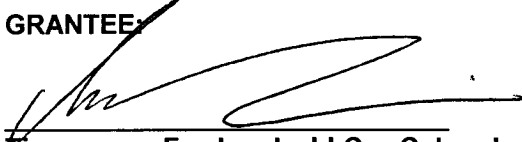
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, who is the owner of the real property described as Parcel 2 on **Exhibit A** attached hereto and made a part hereof (the "Property") does hereby sell, convey and quitclaim unto Grantee, and Grantee's successors and assigns, the following easements:

- A) A perpetual non-exclusive easement to a 35 acre parcel including access to and rights of ingress and egress to operate, maintain, repair and replace any recharge ponds that are a part of Sand Creek that are owned by Grantee or his assigns (collectively the "Access Easement") attached hereto and made a part hereof and as depicted and further described in the legal description for Parcel 2 on the on the Easement Map which is attached as **Exhibit B and** made a part hereof; and
- B) Together with the reasonable right of ingress and egress over Grantor's remaining property to access Sand Creek to access and maintain Sand Creek; and
- C) Grantor or his assigns will retain the perpetual non-exclusive easement for the discharge of storm water through the existing pipe from Sage Pointe that has historically discharged storm water into Sand Creek including access to and rights of ingress and egress to operate, maintain, repair and replace pipeline. The Grantor's sole obligation upon completion of any activity shall be to replace soil and material into any area excavated or damaged and to level the surface of the Easement Area to the same approximate grade as existed prior to the Grantee's activities. This Easement shall be recorded in the records of the Clerk and Recorder of Logan County, Colorado. The Easement shall inure to the benefit of Grantee's successors and assigns, subject to the conditions set forth herein.
- D) Grantor retains perpetual non-exclusive easement to a said 35 acre parcel that is the subject of this easement agreement including access to and rights of ingress and egress to operate, maintain, repair and replace any ponds that are a part of Sand Creek where the Sage Pointe storm water is discharged as depicted and further described in the legal

description for Parcel 2 and on the on the Easement Map which is attached as Exhibit B and made a part hereof; and

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement on the date first set forth above.

GRANTEE:



**Timmerman Feedyards, LLC, a Colorado limited liability company**  
By: Andrew H. Timmerman, Manager

GRANTOR:



**The Estate of Allen Mitchek, Deceased**  
By Dick Dixon Personal Representative

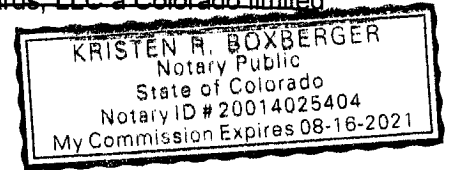
**Timmerman Feedyard, LLC, a Colorado Limited liability company**  
By: Leo C. Timmerman, Manager

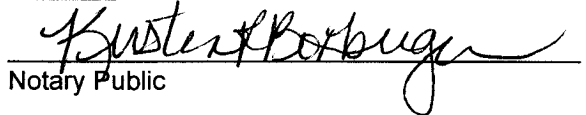
STATE OF COLORADO )  
 ) ss.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2017, by Andrew H. Timmerman, Manager of Timmerman Feedyards, LLC a Colorado limited liability company and by ~~Leo C. Timmerman, Manager of Timmerman Feedyards, LLC a Colorado limited liability company.~~ KRB

Witness my hand and official seal.

My commission expires 8/16/21



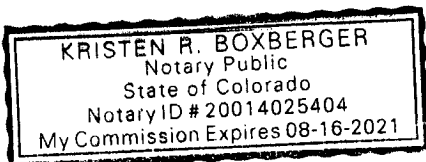
  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Logan )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2017, by Dick Dixon, as personal representative for the Estate of Allen Mitchek, deceased.

Witness my hand and official seal.

My commission expires 8/16/21



  
Notary Public

description for Parcel 2 and on the on the Easement Map which is attached as Exhibit B and made a part hereof, and

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement on the date first set forth above.

GRANTEE:

GRANTOR:

[Signature]  
Timmerman Feedyards, LLC, a Colorado limited liability company  
By: Andrew H. Timmerman, Manager

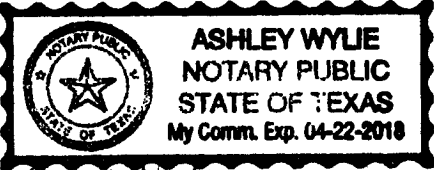
[Signature]  
The Estate of Allen Mitchek, Deceased  
By Dick Dixon Personal Representative

[Signature]  
Timmerman Feedyard, LLC, a Colorado Limited liability company  
By: Leo C. Timmerman, Manager

Texas  
STATE OF COLORADO )  
Wichita ) ss.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 14 day of August, 2017, by Andrew H. Timmerman, Manager of Timmerman Feedyards, LLC a Colorado limited liability company and by Leo C. Timmerman, Manager of Timmerman Feedyards, LLC a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires 4/22/18



[Signature]  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017, by Dick Dixon, as personal representative for the Estate of Allen Mitchek, deceased.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_

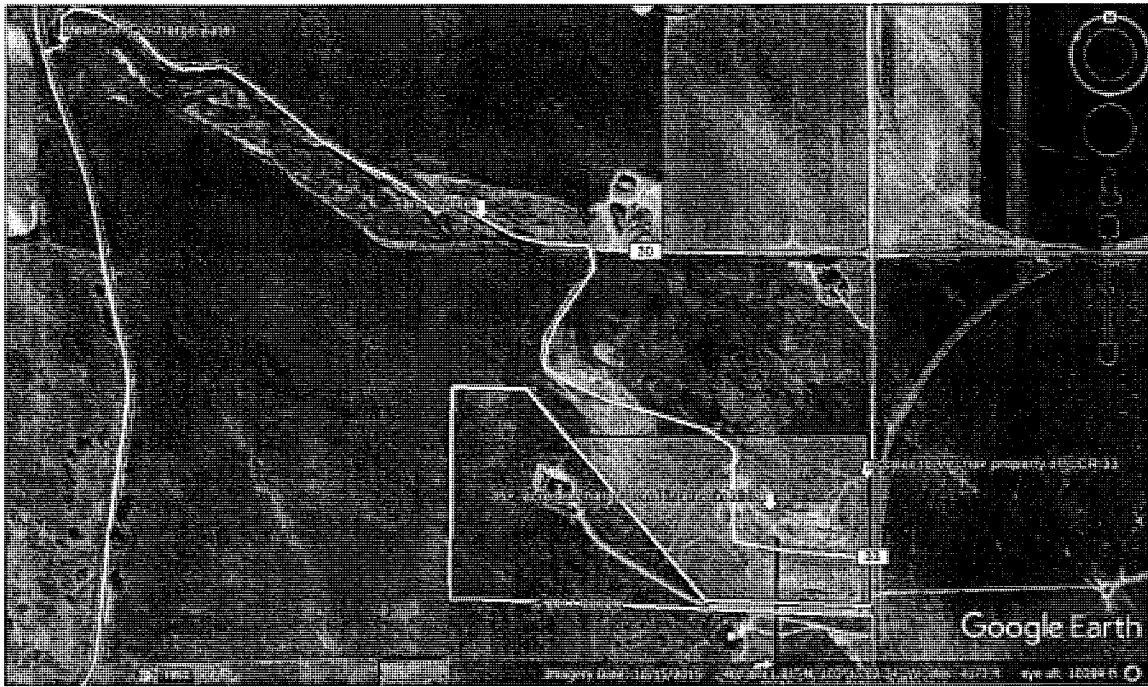
\_\_\_\_\_

Exhibit B

PARCEL 2 DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 0°30'50" EAST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1171.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°19'50" WEST A DISTANCE OF 1903.24 FEET; THENCE SOUTH 39°58'35" EAST A DISTANCE OF 1345.33 FEET; THENCE SOUTH 87°25'05" EAST A DISTANCE OF 1049.32 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE NORTH 0°30'50" WEST ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 1056.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.00 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 27.







Agreement NO: R-11

**AGREEMENT**

*(Recharge facilities to be used by the North Sterling Irrigation District)*

THIS AGREEMENT is entered into by and between THE NORTH STERLING IRRIGATION DISTRICT, (the "District") whose address is 112 North 8<sup>th</sup> Avenue, Post Office Box 103, Sterling, Colorado 80751, and Allen Mitchek (hereinafter referred to as the "Owner"), whose address is 247 Sierra Vista, Sterling, Colorado 80751.

WITNESSETH:

WHEREAS, the District operates a plan for augmentation pursuant to an application filed in Case No. 96CW1034 in the Water Court in and for Water Division No. 1 (hereinafter referred to as the "Augmentation Plan"), and other supplemental and additional decrees; and

WHEREAS, the Owner owns the land described on the attached Exhibit A (hereinafter referred to as "the Property"); and

WHEREAS, the Parties have agreed to terms and conditions for the District's diversion of water and delivery of the water to the Property to recharge the groundwater of the South Platte River.

THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. Construction of Water Recharge Facilities. The District shall design, construct, and operate a diversion structure in the North Sterling Inlet Canal or Outlet Canal (hereinafter collectively referred to as the "North Sterling Canal") at its sole expense. The Owner shall assume no responsibility for the design and operation of this structure. The Owner shall be solely and exclusively responsible for the construction of the recharge facility, or facilities, other water storage facilities, and the necessary ditch(es) or flume(s) leading to the recharge facility or facilities, or other water storage facilities (hereinafter collectively referred to as "the Recharge Facilities"). To the extent the delivery of water from the North Sterling Canal to the Recharge Facilities requires any agreements with third parties, the Owners shall be solely and exclusively responsible for obtaining such agreements, and any costs associated with entering into such agreements. The Recharge Facilities shall not be lined and shall allow for water to percolate out of the bottom and sides of the Recharge Facilities. After construction of said Recharge Facilities, the Owner shall provide the District with diagrams showing the dimensions of the Recharge Facilities and their location on the Property, as well as diagrams showing the capacity of the Recharge Facilities at different elevations of water storage and the amount of exposed surface area at different elevations of water storage. The Owner shall be solely and exclusively responsible for the payment of all costs of constructing and maintaining the Recharge Facilities as they are located on the Property. Additionally, the Owner shall pay the cost of installation and maintenance of a water flow recorder on the flume or



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ditch from the North Sterling Canal to the Recharge Facilities. The District shall not be obligated to pay for any of the costs of construction of or maintenance of the Recharge Facilities or ditches utilized in carrying water from the North Sterling Canal to the Recharge Facilities. The District shall have access to the Property for the verification of the quantities of water stored in the Recharge Facilities and as may be required to fulfill the terms of any Court decree regarding the use of Recharge Facilities.

2. Ownership of the North Sterling Canal. The District is the sole and exclusive owner of the North Sterling Canal and the water delivered through the North Sterling Canal to the Recharge Facilities pursuant to this Agreement. The terms and conditions of this Agreement and the delivery of water to the Property in no way constitutes any ownership right in said canal in Owner, or any third-party that the Owner or the District may contract with, in the North Sterling Canal or the water delivered through the North Sterling Canal.
3. Delivery of Water. The District shall have the first right to deliver water into the Recharge Facilities, except that Owner may place water in the Recharge Facilities that it either owns or leases. The determination as to when and as to whether to deliver the augmentation water to the Recharge Facilities shall be in the sole and exclusive discretion of the District. At no time shall the District be obligated to deliver augmentation water to the Recharge Facilities on the Property. The water delivered to the Recharge Facilities shall consist of: (1) water associated with a new water right to be contained in the Water Court application to be filed pursuant to this Agreement ("Augmentation Water"); (2) water from North Sterling Reservoir carried in the North Sterling Canal ("Reservoir Water"); and, (3) any other water that may be delivered by the District to the Recharge Facilities. (The Reservoir Water, Augmentation Water, and other water will collectively be referred to as "Recharge Water"). The determination as to whether Recharge Water shall be delivered to the Recharge Facilities shall be in the sole and exclusive discretion of the District. Under no circumstances shall the District be obligated to specifically deliver the Recharge Water to the Recharge Facilities.
4. Use of Recharge Water. None of the Recharge Water delivered by the District to the Recharge Facilities shall be removed by the Owner from the ditch or flume used for delivery or from the Owners' Recharge Facilities, and the Recharge Water shall only be delivered to the Recharge Facilities. Under no circumstances shall the Recharge Water be used for irrigation of crops or other purposes.
5. Compensation. The District shall not pay any direct monetary or other compensation to the Owner for the delivery of the Recharge Water to the Recharge Facilities. With respect to all Recharge Water delivered to the Recharge Facilities by the District, the District shall allocate and assign to the Owner fifty percent (50%) of the Recharge Water, as determined by the District and the appropriate water administration officials, to accrue to the South Platte River during each subsequent calendar month. The Recharge Water delivered to the South Platte River is herein referred to as "Recharge Credits." The District shall own any Recharge Credits generated during the delivery of water to the Recharge Facilities by the seepage of Recharge Water out of the North Sterling Canal.

Subject to the above provisions, the District shall own all of the Recharge Water and Recharge Credits, or other credits generated by use of the Recharge Facilities and the District shall own all of the Recharge Water stored by the District in the Recharge Facilities. Except as provided above, the Owner shall have no claim to the Recharge Water or Recharge Credits generated by storage of the Recharge Water in the Recharge Facilities. The Owner may use any or all of the Owner's Recharge Credits as they choose, including but not limited to, satisfying any augmentation needs of the Owner or selling any excess Recharge Water. The District and the Owner agree that at any time when one party has Recharge Credits at a time or a location which are not useable by the party, the other party may trade the Recharge Credits attributable to that party for the Recharge Credits owned by, but not useable by, the other party. Upon such trade, there shall be no other compensation paid by the parties. In the event that one party has Recharge Credits that are not useable by the party and the party wishes to sell the Recharge Credits, the selling party shall offer to sell the Recharge Credits to the other party. The offer may be oral and need not be confirmed in writing. The parties shall agree to the terms and conditions of the sale at the time of acceptance of the offer. To the extent the selling party intends to sell the credits to a third party, the offer to sell the Recharge Credits to the other party shall include all of the terms and conditions of the sale to the third party, and the other party must meet all of the terms and conditions in order to complete a sale. The offer to sell and trade Recharge Credits shall only pertain to the water delivered to the Recharge Facilities and shall not pertain to any other replacement water delivered to the South Platter River by the District. Upon request by the Owner, the District will assist the Owner in identifying potential purchasers or lessees of any excess Recharge Water and assist the Owner in completing any documentation associated with any transaction regarding excess Recharge Water, including purchase by the District and related entities. To defray costs and expenses incurred by the District for any transaction regarding excess recharge water in which the District has assisted, the District shall receive an amount equal to ten percent (10%) of the monetary or other payment received by the Owners.

6. Repair and Maintenance. The District shall have the sole and exclusive responsibility for maintenance and repair of the diversion structure located in the North Sterling Canal. The Owner shall have the sole and exclusive responsibility for maintenance and repair of the Recharge Facilities. Entering into this Agreement does not constitute consent by the District to Owner's constructing any new headgates or other diversions out of the North Sterling Canal.
7. Liability. The Owner has sole and exclusive responsibility for any damages to persons or property resulting from the construction, repair, maintenance, operation and use of the Recharge Facilities located on the Property, including but not limited to, damages due to overtopping of the Recharge Facilities, seepage from the Recharge Facilities, or persons falling into said Recharge Facilities.
8. Water Court Proceedings. The Parties recognize and acknowledge that the terms and conditions of this Agreement require the filing of an application for approval of plan for augmentation, including determinations of water rights, with the Water Court for Water



Division No. 1 (hereinafter referred to as "Application").

1. **Water Court Approval.** The District shall file said Application, or file an amendment to the application pending in Case No. 96CW1034 in the District Court in and for Water Division No. 1 ("Water Court") to obtain approval of a plan for augmentation which includes approval of the operation of the Recharge Facilities on the Property. The Owner consents to the inclusion of the Recharge Facilities in the Water Court Proceedings and agrees to be bound by the determination of the Water Court, and any appeals of the decision of the Water Court. The Owner understands and agrees that the District shall have the sole and exclusive authority to choose the legal counsel and other consultants for completion of the Water Court application, except that the Owner may have legal counsel selected by the Owner and paid for by the Owner participating in the Water Court Proceedings in support of the application. The District shall also file, as needed, applications for approval of substitute water supply plans pursuant to the provisions of Section 37-92-308, C.R.S., prior to the time the Water Court enters a decree regarding the plan for augmentation. In the event that said Application is denied by the Water Court or withdrawn by the District, this Agreement shall terminate and the District shall have no further obligation to the Owner unless agreed to in writing and executed by the parties herein.
2. **Water Court Proceeding Fee.** Upon signing of this Agreement, the Owner agrees to pay to the District an amount equal to \$300.00 for inclusion of all Recharge Facilities to be built on the Property specified on Exhibit A. The fee shall be used to pay attorneys' fees, engineering fees, and other costs and expenses incurred by the District in completing the Water Court Proceeding. The District may assess additional fees during the course of the Water Court Proceeding as may be required to pay the expenses incurred by the District in completion of the Water Court Proceeding. Any additional fees for this specific recharge facility shall be based upon expenses incurred for all recharge facilities divided by the number of recharge facilities named in the augmentation plan. The additional fees calculated for this specific recharge facility shall be divided between the District and the Owner according to the percentages set forth in paragraph 5.
3. **Failure to Pay Fees.** In the event the Owner does not pay the fees within thirty days of the due date, the Owner shall pay an additional late fee of ten percent of the outstanding fee. In the event the Owner shall not pay any outstanding fee within sixty days of the due date, the District shall have no obligation to provide any water to the Recharge Facilities for the benefit of the Owner, and the District may file with the Clerk and Recorder of the applicable county a Notice of Lien, which lien shall remain in effect until the Owner pay the outstanding fee, late charges and all other costs of collection incurred by the District. The lien may be foreclosed in the same manner as any other lien under Colorado law.
9. **Subsequent Water Court Proceedings.** In the event the Owner intends to file any subsequent application in Water Court to adjudicate the use of the Recharge Water that is

the subject of this Agreement, the District shall be advised of the proposed application and the District may, in its discretion, be named as a co-applicant or file a statement of opposition to the application to ensure that the final decree is consistent with the terms of this Agreement. Any fees or expenses for professional or other services required by either party arising out of any subsequent Water Court proceedings shall be paid by the party contracting for such services.

10. Term. Except for termination as contemplated in Section 1 of Paragraph 8, the Parties agree that the initial term of this Agreement shall be forty (40) years from the effective date. The Agreement shall automatically renew for an additional forty (40) year period unless either party provides notice of the intent to terminate the Agreement to the other party at least five (5) days before the date of termination. In the event notice of termination is provided to the other party, the Agreement termination date shall be forty (40) years from the effective date of this Agreement. If no notice of termination is provided, the Agreement shall be renewed for an additional forty (40) year period.
11. Notices. Notices shall be deemed to have been delivered upon receipt by the other party, unless the notice is returned and no forwarding address provided to the other party, and then notice shall be deemed to have occurred upon mailing. Any notices required by this Agreement shall be sent to the addresses specified above, or such other addresses as the parties may indicate in writing, by postage prepaid, certified or registered mail.
12. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to any person or entity, other than the Owners, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof. All covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of the Owners shall be for the sole and exclusive benefit of the Owners.
13. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not govern or influence the interpretation of the Agreement.
14. Colorado Law. Both parties agree that the terms and conditions of the Agreement, and any disputes arising out of said agreement, or pertaining to said Agreement, shall be governed by the laws of the State of Colorado.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No change or addition is to be made to this Agreement, except by a written and signed agreement executed by the parties.
16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, legal representatives and assigns. The parties may execute duplicate originals of this Agreement and each duplicate original shall be effective. This Agreement shall be recorded in the office of the Logan County Clerk and Recorder.





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7 of 7 R 36.00 D 0.00 N 0.00 Logan County CO

**EXHIBIT A**

Mitchek Pond No. 1 (Sand Creek)

Located in the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 27, Township 8 North, Range 53 West of the 6<sup>th</sup> P.M.

Mitchek Pond No. 2,3,4,5,6

Located in the Southwest  $\frac{1}{4}$  of Section 4, the Southeast  $\frac{1}{4}$  of Section 5, the North  $\frac{1}{2}$  of Section 8, and the East  $\frac{1}{2}$  of Section 8, all in Township 7 North, Range 53 West of the 6<sup>th</sup> P.M.



**RESOLUTION**

**NO. 2021-25**

**SPECIAL USE PERMIT #199 - AMENDMENT**

**A RESOLUTION APPROVING THE AMENDMENT OF SPECIAL USE PERMIT #199 ISSUED TO ADVANTAGE LAND AND LIVESTOCK, LLC TO PROVIDE FOR ADDITIONAL WASTE WATER STORAGE FOR AN EXISTING CATTLE FEEDLOT IN LOGAN COUNTY, COLORADO.**

**WHEREAS**, Advantage Land and Livestock, LLC, submitted an application to amend Special Use Permit #199 seeking permission to construct and maintain a wastewater storage structure in the SW1/4 of Section 4, Township 7 North, Range 53 West to provide additional wastewater storage capacity for an existing Cattle feedlot located in the N1/2 of Section 9, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the applicant submitted a Site Plan in support of the application, detailing the proposed additional waste water storage; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment of Special Use Permit #199 at its July 20, 2021 meeting; and

**WHEREAS**, Advantage Land and Livestock, LLC is a registered CAFO in good standing with the Colorado Department of Public Health and Environment (CDPHE); and

**WHEREAS**, on August 3, 2021, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended Special Use Permit #199 for Advantage Land and Livestock, LLC, to expand waste water storage as described above for its existing cattle feeding operation located in an Agricultural Zone District on the above described property.

**NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of Advantage Land and Livestock, LLC, to amend Special Use Permit #199 to provide for the construction and maintenance of additional waste water storage as described in the Site Plan submitted by the applicant and located in the Southwest Quarter (SW1/4) of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, is hereby approved, subject to the following conditions:

1. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all Federal, State and local rules and regulations. If any changes, such as alterations or enlargements occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.
3. The Applicant must maintain CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

**II. FINDINGS OF FACT:**

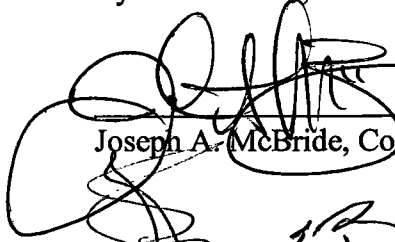
The continued use on the described site is compatible with the Logan County Zoning Resolution and Master Plan, and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for the existing cattle feedlot operation.

**BE IT FURTHER RESOLVED,** The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of August, 2021.

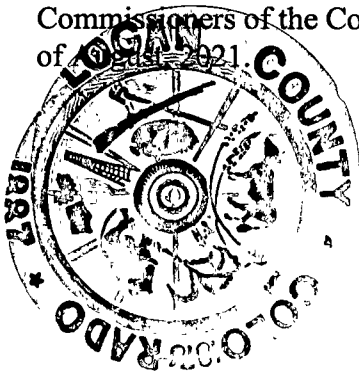
**BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

Absent (Aye)(Nay)  
Byron H. Pelton, Chairman

 (Aye)(Nay)  
Joseph A. McBride, Commissioner

 (Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 3rd day of August, 2021.



  
County Clerk and Recorder

# THE UNITED STATES OF AMERICA,

Timber Culture Certificate No 547

Application 11404 To all to Whom these Presents shall come, GREETING:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling Colorado, whereby it appears that, pursuant to the Acts of Congress, approved March 3, 1873, March 13, 1874, and June 14, 1878, "To Encourage the growth of Timber on the Western Prairies" the claim of The Heirs of David G. Black has been established and duly consummated in conformity to law for the South East quarter of Section Four in Township Seven, North Range Fifteen, West of the Sixth Principal Meridian, in Colorado, containing One Hundred and Sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said Heirs of David G. Black the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said Heirs of David G. Black and to their heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Theodore Roosevelt President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Thirtieth day of April, in the year of our Lord one thousand eight hundred and Thirteen, and of the Independence of the United States the one hundred and Twenty Seventh



BY THE PRESIDENT: Theodore Roosevelt  
By A. M. McKeon Secretary.  
C. H. B. [unclear] Recorder of the General Land Office.

Colorado Recorded, Vol. 140 Page 473

Filed for Record the 24th day of May A. D. 1893 at 1:30 o'clock P. M.  
By Wm B. [unclear] Deputy.

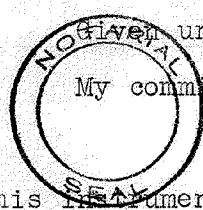
second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Harry Zimmerhackel (SEAL)  
As the Receiver of The Longmont  
Farmers Milling and Elevator Company.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

I, Frank J. Buchen, a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that Harry Zimmerhackel, who is personally known to me to be the duly appointed, qualified and acting Receiver of The Longmont Farmers Milling and Elevator Company and known to me to be the person whose name is subscribed to the foregoing Deed, appeared this day before me in person and acknowledged that he had as such Receiver, signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.



under my hand and seal this 10th day of November, A. D. 1932.

My commission expires June 24, 1934.

Frank J. Buchen  
Notary Public.

This instrument was filed for record in my office at 1:15 o'clock P. M. Nov. 17, 1932, and is duly recorded in book 289 page 486.

Edith Kane, Recorder

By Donnell Lawrence, Deputy

oEFPO

No. 234690

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That, MINNIE L. CHEAIRS of LOGAN County, State of COLORADO, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid by R. G. CHEAIRS hereinafter called Grantee (whether one or more), and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, assigned and delivered, and by these presents do grant, bargain, sell, convey, assign and deliver unto said Grantee, an undivided ONE-EIGHT (1/8) interest in and to all of the oil, gas and other minerals (whether similar or dissimilar), in, on or under the following described land situated in the County of LOGAN, State of COLORADO, to-wit:

The East One-half (E $\frac{1}{2}$ ) of Section Four (4), Township Seven (7), North of Range Fifty-three (53), West of the Sixth Principal Meridian.

and containing 320 acres, more or less; together with all of its appurtenances and particularly the rights of ingress and egress at all times for the purpose of testing by any method for formations, and prospecting and drilling or mining for, and producing, storing and transporting oil, gas and other minerals and removing the same therefrom, and of erecting any and all necessary structures for such testing, prospecting, drilling, mining, producing, transporting, removing, and storing, and erecting any and all buildings necessary or incident to such operation, and together with any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land for said purposes, with the right to remove any and all property of whatever kind or character placed on said premises.

In the event said land is now covered by a valid and subsisting oil and gas or other mineral lease, said Grantee, his heirs, executors, administrators and assigns, by this instrument shall have an undivided ONE-EIGHTH (1/8) interest in the royalties, rentals and proceeds therefrom of whatsoever nature.

Grantor further agrees that Grantee, his heirs, executors, administrators and





No. 234401

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That, WILLIAM REAGAN, of LOGAN County, State of COLORADO, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Two hundred fifty and no/100 Dollars (\$250.00) cash in hand paid by MINNIE L. CHEAIRS hereinafter called Grantee (whether one or more), and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, assigned and delivered, and by these presents do grant, bargain, sell, convey, assign and deliver unto said Grantee, an undivided ONE-FOURTH (1/4) interest in and to all of the oil, gas and other minerals (whether similar or dissimilar) in, on or under the following described land situated in the County of LOGAN, State of COLORADO,

to-wit: The East One-half (E $\frac{1}{2}$ ) of Section Four (4), Township Seven (7), North of Range Fifty-three (53) West of the Sixth Principal Meridian.

and containing 320 acres, more or less; together with all of its appurtenances and particularly the rights of ingress and egress at all times for the purpose of testing by any method for formations, and prospecting and drilling or mining for, and producing, storing and transporting oil, gas and other minerals and removing the same therefrom, and of erecting any and all necessary structures for such testing, prospecting, drilling, mining, producing, transporting, removing, and storing, and erecting any and all buildings necessary or incident to such operation, and together with any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land for said purposes, with the right to remove any and all property of whatever kind or character placed on said premises.

In the event said land is now covered by a valid and subsisting oil and gas or other mineral lease, said Grantee, her heirs, executors, administrators and assigns, by this instrument shall have an undivided ONE-FOURTH (1/4) interest in the royalties, rentals and proceeds therefrom of whatsoever nature.

Grantor further agrees that Grantee, her heirs, executors, administrators and assigns shall have the right at any time to redeem for Grantor or his heirs, executors, administrators and assigns by payment, any deed of trust, taxes, judgments or other liens on the above described land in the event of default of payment by Grantor and be subrogated to the rights of the holder or holders thereof.

TO HAVE AND TO HOLD the above described oil, gas and other minerals and the rights, privileges and benefits herein granted, all and singular, unto the said Grantee herein her heirs, executors, administrators and assigns, forever; and (I, or we) do hereby bind (myself, or ourselves), (my, or our) heirs, executors, administrators and assigns, to warrant and forever defend all and singular said oil, gas and other minerals and the rights herein granted unto the said Grantee, her heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, hereby expressly warranting the title to the same.

Signed and delivered this 20th day of July, 1932.

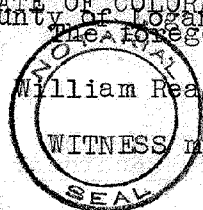
WITNESS:



William Reagan

STATE OF COLORADO, ss. Logan County, Colorado

The foregoing instrument was acknowledged before me this 20th day of July, 1932, by William Reagan.



WITNESS my hand and official seal.

Gerald C. Lutin

Notary Public in and for said County and State.

My Commission Expires on the 14th day of March, 1933.

This instrument was filed for record in my office at 10:00 o'clock A. M. Oct. 24, 1932, and is duly recorded in book 289 page 474.

Edith Kane, Recorder

oEFPO

No. 234438 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, Albert Leamons of the county of Kit Carson and State of Colorado, for the consideration of One Dollar and other considerations DOLLARS in hand paid, hereby sell and convey to Hazel Williams of the County of Denver, and State of Colorado, the following real property situate in the County of Logan and State of Colorado, to-wit: Lot Two (2) in Block One (1), 1st Addition to Peetz, Colo.

with all its appurtenances and warrant the title to the same

Signed and delivered this 20th day of October, A. D. 1932.

IN THE PRESENCE OF )

Albert Leamons

STATE OF COLORADO )

ss.

County of Kit Carson)



I, Henry G. Hoskin, a Notary Public in and for said Kit Carson County in the State aforesaid, do hereby certify that Albert Leamons, who is personally known to me to be the person 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 therein set forth.

Given under my hand and notarial seal, this 20th day of October, A. D. 1932.

My commission expires May 16, 1933, A. D. 19\_\_.

Henry G. Hoskin

Notary Public.



This instrument was filed for record in my office at 8:00 o'clock A. M. Oct. 27, 1932, and is duly recorded in book 289 page 475.

Edith Kane, Recorder

By Donnell Lawrence, Deputy

oEFPO

No. 234443 MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That, WILLIAM REAGAN of LOGAN County, State of COLORADO, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) cash in hand paid by JOSEPH B. HECKER hereinafter called Grantee (whether one or more), and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, assigned and delivered, and by these presents do grant, bargain, sell, convey, assign and deliver unto said Grantee, an undivided ONE-FOURTH (1/4) interest in and to all of the oil, gas and other minerals (whether similar or dissimilar) in, on or under the following described land situated in the County of LOGAN, State of COLORADO, to-wit:

The East One-half (E $\frac{1}{2}$ ) of Section Four (4), Township Seven (7), North of Range Fifty-three (53) West of the Sixth Principal Meridian.

and containing 320 acres, more or less; together with all of its appurtenances and particularly the rights of ingress and egress at all times for the purpose of testing







Filed for record the 9 day of Oct. A. D. 1959 at 10:20 clock A.M.

No. 416715

Donnell Lawrence. RECORDER.

This Indenture, Made this second day of September, in the year

of Our Lord One Thousand Nine Hundred and Fifty-nine, between

FRANCIS DANIEL REAGAN, as Executor

of the Estate of William Reagan, sometimes written Wm. Reagan, Deceased

, party of the first part, and CLYDE GILNA,

of the County of Logan, and State of Colorado, part y of the second part, Witnesseth that

Whereas, in the County Court of the County of Logan, in the

State of Colorado, on the 11th day of May, A. D. 1959, in the matter of the

estate of William Reagan, sometimes written Wm. Reagan, Deceased, an order authorizing and directing sale of the Real Estate hereinafter described, was made and entered of record and other parcels of real estate, was made and entered of record.

And Whereas, The said part y of the first part did, on the 27th day of July

A. D. 1959, sell at private sale, for the total sum of Nineteen Thousand Two Hundred DOLLARS, to the part y of the second part, the hereinafter described real estate pursuant to and in full compliance with said order of the Court.

And Whereas, On the 27th day of July, A. D. 1959, the said part y

of the first part, as Executor of said estate as aforesaid, submitted to the said Court a report of such sale so made as aforesaid;

And Thereafter, an order confirming the said sale of Real Estate was made and entered of record in the matter of said estate, which order, insofar as the same relates to the real property hereinafter described, is in words and figures as follows, to-wit:

"STATE OF COLORADO, )
County of Logan, ) ss.

IN THE COUNTY COURT
NO. 3062
ORDER CONFIRMING
SALE OF REAL ESTATE

IN THE MATTER OF THE ESTATE OF )
WILLIAM REAGAN, sometimes written )
WM. REAGAN, )
Deceased. )

This matter coming on to be heard this day upon the Report of the sale at private sale by Francis Daniel Reagan, the Executor of the above entitled estate, of the following described parcels of real estate located in the County of Logan, in the State of Colorado, to-wit:

- Parcel Number 4: The East Half (E 1/2) of Section Four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, in Logan County, Colorado; and
Parcel Number 5: The Southeast Quarter (SE 1/4) of Section Thirty-three (33), Township Eight (8) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, in Logan County, Colorado,
to CLYDE GILNA, for the sum of Nineteen Thousand Two Hundred Dollars (\$19,200.00)
Cash;
said sale being subject to a specific exception and reservation unto the

FREE PAID UNDER 3. & No. 222 \$ 1.92
FREE PAID UNDER PROTEST

devises under the Last Will and Testament of William Reagan, Deceased, of an undivided one-half interest in and to such oil, gas and other minerals in, on and under the above described lands in Parcels Numbers 4 and 5 as were owned by William Reagan in his lifetime and at the time of his death, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same, such exception and reservation to said devisees being in the proportions of interest of such devisees as specified in the Last Will and Testament of William Reagan, Deceased.

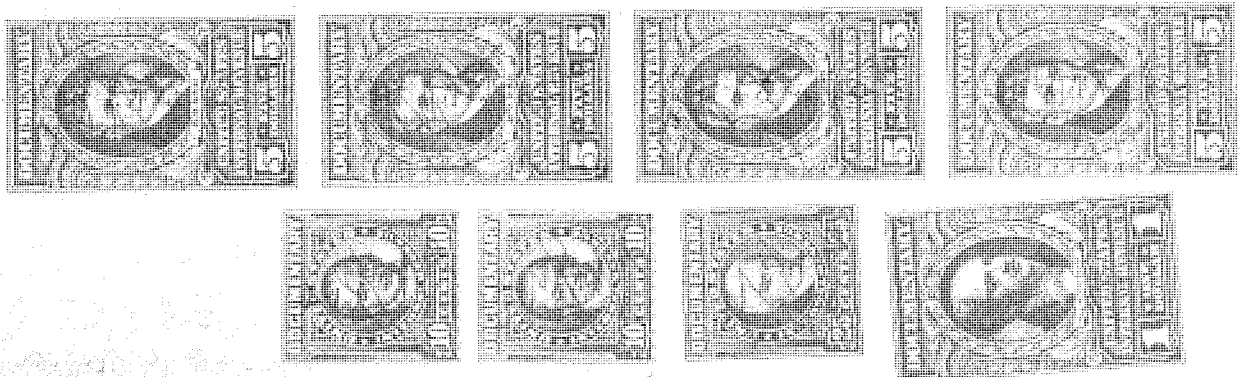
.....  
and it appearing to the Court, and the Court finds: that said sales were legally made and fairly conducted; that all requirements of law and orders of this Court have been complied with; that said sale prices are not less, in each instance, than the appraised valuations of said parcels of real estate;

IT IS ORDERED, that said report and sales are confirmed and that the personal representative execute conveyances of the premises sold and described in said report, and herein, to the respective purchasers thereof.

DONE AND SIGNED IN OPEN COURT, this 27th day of July, A. D. 1959.

BY THE COURT:

/s/ JOSEPH A. DAVIS  
County Judge. "





Now Therefore, This Indenture Witnesseth, That the said part Y.....of the first part, in consideration of the premises, and the further consideration of the said sum of Nineteen Thousand Two Hundred and No/100ths - - - DOLLARS, to him.....in hand paid by the said part Y.....of the second part, the receipt of which is hereby acknowledged, ha. s.....sold and conveyed, and by these presents do. es.....sell and convey unto the said part Y.....of the second part, his.....heirs and assigns, all the right, title and interest which the said William Reagan, also known as William Reagan, had in his lifetime and at the time of his death in and to the following described lot. s.....or parcel. s.....of land, situate in the County of Logan State of Colorado, to-wit:

The East Half (E 1/2) of Section Four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, in Logan County, Colorado, and The Southeast Quarter (SE 1/4) of Section Thirty-three (33), Township Eight (8) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, in Logan County, Colorado, EXCEPTING an undivided one-half (1/2) interest in and to such oil, gas and other minerals in, on and under the above-described lands as the said William Reagan had in his lifetime and at the time of his death in and to the above-described real estate, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same.

To Have and to Hold the Same, With all the appurtenances thereunto belonging, or in anywise appertaining, to the proper use, benefit and behoof of the said party.....of the second part, his.....heirs and assigns forever.

In Witness Whereof, The said part Y.....of the first part, as Executor.....of said estate as aforesaid, ha. s.....hereunto set h. is.....hand.....and seal.....the day and year first hereinabove written.

Francis Daniel Reagan Seal As the Executor.....of the Estate of William Reagan, sometimes written Wm. Reagan, Deceased.

STATE OF COLORADO, County of Logan, } ss.

The foregoing instrument was acknowledged before me this second day of September 19 59, by Francis Daniel Reagan, as Executor.....of the Estate of William Reagan, sometimes written Wm. Reagan, Deceased. My commission expires May 18, 1963. Witness my hand and official seal.

Ruth Mahoney NOTARY PUBLIC.

I, Marguerite G. Dersham Clerk.....of the County Court in and for the County of Logan,.....and State of Colorado, do hereby certify that the order confirming Sale of Real Estate, as recited in the within and foregoing Deed, is a full, true, and complete copy of the same, as it remains on record, insofar as it relates to the real property herein particularly described and conveyed, except as to the order of sale, as it remains on record and on file in my office, and that the Letters Testamentary issued to Francis Daniel Reagan remain in full force and effect. Witness my hand and seal of said Court at Sterling, Colorado in said County, this 27th day of July, A. D. 1959.

Marguerite G. Dersham Clerk of the County Court of Logan County, Colorado.

†In case of administrators and executors, insert the words "had in h.....lifetime and at the time of h.....death", and in case of guardians, the words "would have after arriving at h.....majority". and in case of conservators, the words "had at a time when.....he was mentally competent."

Recorded at 2:25 o'clock P. M. Jan 20 1960

Reception No. 419137 Donnell Lawrence Recorder

FEE PAID UNDER S. B. No. 222 & 223  
FEE PAID UNDER PROTEST  
FEE EXCUSED

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM F. FLETCHER  
of the County of Logan, and State of Colorado,  
for the consideration of Ten Dollars and other valuable consideration, ~~in~~  
in hand paid, hereby sells and conveys to JOHN LUFT and LOIS B. LUFT,

of the County of Logan, and State of Colorado,  
not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and as-  
signs of such survivor forever, the following real property, situate in the County of

Logan and State of Colorado, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Four (4), Township Seven (7) North, Range Fifty-three (53) West of the Sixth P.M.;

SAVING, EXCEPTING AND RESERVING, HOWEVER, unto predecessors of grantor an undivided 3/4 interest in and to all of the oil, gas and other minerals in, on and under the above described premises; and, further, SAVING, EXCEPTING AND RESERVING unto grantor an undivided 1/8 interest in and to all of the oil, gas and other minerals, together with the right of ingress and egress for the purpose of exploring for, mining, developing and producing the same. (It is the intention of the parties that each will receive an undivided 1/8 interest in and to all of the oil, gas and other mineral rights).

Also, RESERVING to grantor an easement of not to exceed 10 feet east of west fence and running not over 700 feet north and south in the southwest corner of the NE $\frac{1}{4}$  of Section 4, Township 7 North, Range 53, for the purpose of a drain ditch not to exceed 3 feet in depth;

With all its appurtenances, and warrant the title to the same, subject to: taxes for the year 1960, due and payable in 1961, and all subsequent taxes; road rights-of-way; inclusion of said property in special districts; all previously reserved mineral rights, as of record; oil and gas lease of record.

Signed and delivered this 19th day of January, A. D. 1960.

In the Presence of

*William F. Fletcher* (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF COLORADO  
COUNTY OF LOGAN.

} ss.

The foregoing instrument was acknowledged before me this 19th day of January, 1960

by William F. Fletcher.

WITNESS my hand and official seal.

My commission expires May 13, 1962

*Dorothy Crissman*

Notary Public

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment.—118-6-1, C. R. S. 1953.

WARRANTY DEED — (STATUTORY FORM) — TO JOINT TENANTS



HIGHLINE ELECTRIC ASSOCIATION

Holyoke, Colorado

SEASONAL IRRIGATION WELL POWER CONTRACT

THIS AGREEMENT, made and entered into this 12 day of Feb 1960, by and between Highline Electric Association, hereinafter referred to as the Association and Wm F Fletcher hereinafter referred to as the Owner, WITNESSETH:

That at such time as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association, and pay monthly to the Association for all electric energy used on the following described premises:

Legal Description SW 1/4 of SE 1/4 1/4 of Section 4

Township 7 Range 53

Name and Address of Owner

Name and Address of Tenant

Pump Motor Horse-power rating (Name Plate) 20 Horse-power (Field Check)

Location Number

Date of last field check

In accordance with the rate schedule shown herein, and all rules and regulations established by this association. The rates, test horse-power, and method of billing charges are as follows:

1. RATE

- First 150 KWH per test horse-power per season @ 5.0 cents per KWH.
Next 150 KWH per test horse-power per season @ 3.0 cents per KWH.
Next 600 KWH per test horse-power per season @ 1.5 cents per KWH.
In excess of 900 KWH per test horse-power per season @ 1.2 cents per KWH.

2. SERVICE CHARGE

The minimum service charge per season shall be \$7.50 per test horse-power, subject however to certain provisions as set out below. This charge shall be paid before connection each season, and shall be applied as an advance credit on electric energy used during the season following payment.

3. TEST HORSE-POWER

The horse-power load on the motor shall be determined at the well location by an electrical test under maximum load conditions by the meter-stop-watch method. A ten (10) per cent deduction shall be made from the indicated load, which deduction is for motor losses.

4. SEASON

The irrigation season is understood to be the period from March 20 to October 31, inclusive, in any calendar year. It is expressly agreed that service to an irrigation well at any time other than the season above-defined, shall be dependent upon the conclusive determination by the management of the Association that power for such purpose is available and upon such other terms and conditions as the management may deem necessary.

5. METHOD OF BILLING CHARGES

- (1) The monthly billing shall be charged to the owner, and a single statement of these charges shall be mailed to the owner at the address designated hereinafter.
(2) All bills are payable within ten days from the first of the month following the month in which the meter is read.
(3) In the event the Owner, during the preceding year, was delinquent in payment of the power bill as of December 31 of said year, the owner shall be required to pay, in addition to the service charge described above, a sum equal to twice the amount of said delinquency, which additional amount shall be applied as credit against the owner's account for the current year.

6. METER READING

The Association will read the meter, and the Owner agrees to provide and maintain an access road from the highway to the well for the purpose of such meter reading and maintenance. Such road shall be so maintained so that the Association's transportation equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

The Owner agrees to make the Service Charge payment not later than March 20th of each irrigation season. The Owner further agrees that the initial term of this agreement shall be for three consecutive seasons after the date hereof, whether he desires to use the service or not. The amount of the Service Charge payment shall be the established seasonal horse-power rate in effect for irrigation wells at that time, as determined by the Board of Directors.

It is understood that the Association will not be liable for any damage occasioned by the failure or lack of proper motor protective equipment or from damage caused by lightning. It is understood and agreed that the Association does not guarantee to furnish firm power during the irrigation season and reserves the right to limit the use of power either as to hours or periods of time. The Association will not be liable for failure to furnish power or failure of power for any reason beyond its control.

All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and cancelled.

The Owner agrees that he shall be responsible for all electric energy used on his premises, and the Association shall hold him alone responsible.

It is understood that all charges for electric energy shall be chargeable to the Owner and no billing or ledger account will be set up by the Association for any other person, firm or corporation.

The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder in the County where the real estate is situated and after recording the same, it shall be notice of said obligation.

In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien thereunder, the owner agrees that a reasonable amount of attorney's fees and costs may be added thereto.

This agreement shall be binding upon the heirs, administrators, executors or assigns of the Owner. IN WITNESS WHEREOF the parties have hereunto affixed their signatures in triplicate as of Feb 12, 1960

Signatures of Wm F Fletcher (Owner) and Clara Bilypus (Witness) with address Box 451 Sterling.

The above application for membership and service accepted this 31st day of March, 1960.

Before filing have initialed: Legal Checked: Ownership: Recorded: (with initials F.L., R.G.)

HIGHLINE ELECTRIC ASSOCIATION, INC. Name: F.W. Cooper, Jr. Position:

EASEMENT

THIS AGREEMENT is made and entered into this 17th day of November, A.D. 1966, by and between the AMERICAN LAND AND CATTLE COMPANY, a Colorado Corporation, and WILLIAM F. FLETCHER;

## WITNESSETH THAT:

WHEREAS, the Land Company is the owner of the SW $\frac{1}{4}$  of Sec. 4, and that part of the NE $\frac{1}{4}$  of Sec. 9 lying North of the Railroad, all in Twp. 7 N, R 53 W of the 6th P.M., Logan County, Colorado; and

WHEREAS, Fletcher is the owner of the SE $\frac{1}{4}$  of said Sec. 4; and

WHEREAS, the parties are desirous of granting reciprocal easements and rights-of-way.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and grants, it is hereby understood and agreed as follows:

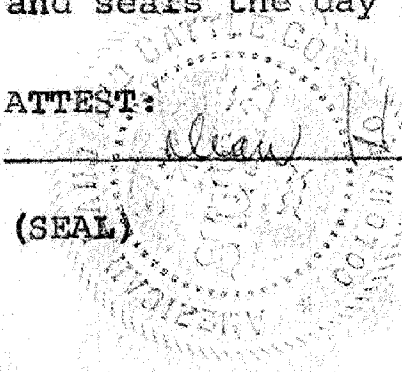
1. The Land Company hereby grants to Fletcher a 20-foot road right-of-way along the East side of the SW $\frac{1}{4}$  of said Sec. 4.
2. The Land Company grants to Fletcher the right to run waste water from his land, the SE $\frac{1}{4}$  of said Sec. 4, into a pond or lagoon located in the NE $\frac{1}{4}$  of said Sec. 9.
3. Fletcher grants to the Land Company a 20-foot right-of-way across the SW corner of the SE $\frac{1}{4}$  of said Sec. 4 for the purpose of carrying waste water in a ditch or canal to be constructed thereon for farm drainage purposes. The center line of said right-of-way runs between the following points:
  - (a) 420 feet North of the SW corner of the SE $\frac{1}{4}$  of said Sec. 4 and on the West line thereof;
  - (b) 160 feet East of said SW corner of the SE $\frac{1}{4}$  of said Sec. 4 and on the South line thereof.
4. Fletcher also grants to the Land Company a 20-foot road right-of-way along the South line of the SE $\frac{1}{4}$  of said Sec. 4.
5. The Land Company agrees to install culverts under roads as necessary to operate the drain ditch described in paragraph No. 3 above.

This Agreement shall be binding upon the administrators, executors, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

ATTEST:

(SEAL)

  
*Alan J. Danner*  
Secretary

AMERICAN LAND AND CATTLE COMPANY,  
a Colorado Corporation:

By: *L. D. Bates*  
President

*William F. Fletcher*  
William F. Fletcher

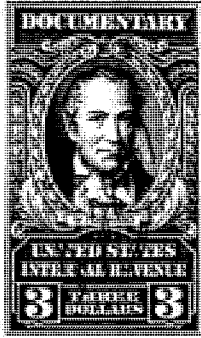




Rev 35  
53+

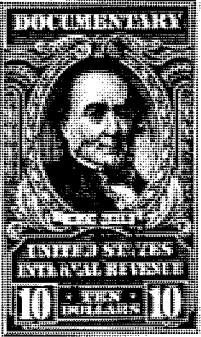
Recorded at 2:10 o'clock P. M. 2-28-67

Reception No. 473183 Donnell Lawrence Recorder



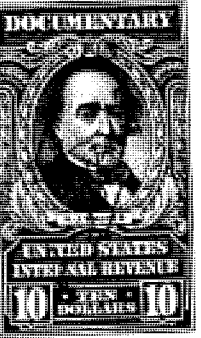
KNOW ALL MEN BY THESE PRESENTS, That WILLIAM F. FLETCHER of the County of Logan, and State of Colorado, for the consideration of Ten and more Dollars, in hand paid, hereby sells and conveys to ALBERT J. FRITZLER and BESSIE BELLE FRITZLER,

of the County of Logan, and State of Colorado,

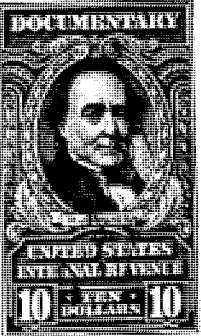


not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

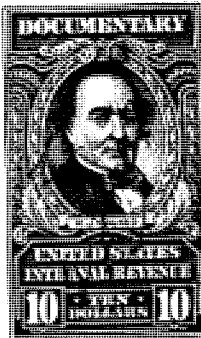
The SE/4 of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado; TOGETHER WITH all pump irrigation rights, including filings, registrations, motors, laterals, and pumping equipment.



SUBJECT TO prior mineral reservations and conveyances of an undivided 3/4 interest in and to all of the oil, gas and other minerals lying in, on and under said premises; RESERVING to the Grantor and his heirs, successors, and assigns an undivided 1/8 interest in and to all of the oil, gas and other minerals lying in, on and under said premises; and conveying to the Grantees an undivided 1/8 interest in and to all of the oil, gas and other minerals lying in, on and under said premises; subject to all rights previously granted for ingress and egress to explore for, mine, produce, store, and transport oil, gas and other minerals from said premises.



SUBJECT TO a Deed of Trust from William F. Fletcher and Mildred K. Fletcher for the use of The Travelers Insurance Company to secure the repayment of \$20,000.00, on which \$18,000.00 remains unpaid, dated September 22, 1964 and recorded October 19, 1964 in Book 588 at page 169 of the Logan County, Colorado records, which said Deed of Trust and the obligation it secures the grantees hereby assume and personally agree to pay as a part of the consideration of this conveyance; TOGETHER WITH the rights and SUBJECT TO the obligations of an easement recorded in Book 613 at page 17 of the Logan County, Colorado records. With all its appurtenances, and warrant the title to the same, subject to

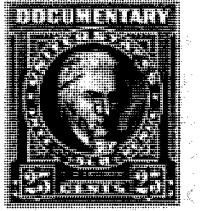


taxes and assessments for 1967, and thereafter; rights and obligations for the Sterling Rural Fire Protection District; subject to the obligations of a seasonal irrigation well power contract recorded in Book 529 at page 234 of the Logan County, Colorado records; and subject to existing or recorded road and highway easements and rights-of-way.

Signed and delivered this 27th day of February, A. D. 19 67

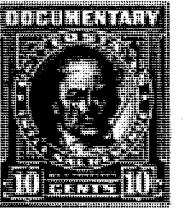
In the Presence of

William F. Fletcher (SEAL)  
William F. Fletcher (SEAL)  
(SEAL)



STATE OF COLORADO  
COUNTY OF LOGAN

ss.



The foregoing instrument was acknowledged before me this 27th day of February 19 67

by William F. Fletcher

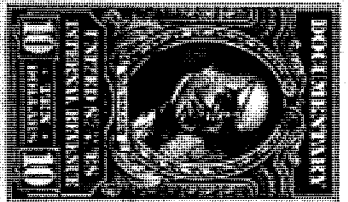
WITNESS my hand and official seal.

My Commission expires July 13, 1969.

Milma Jean Phillips  
Notary Public

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment.—118-6-1, C. R. S. 1953.

WARRANTY DEED — (STATUTORY FORM) — TO JOINT TENANTS





Reception No. 472736 Recorded 1-17-67  
3:45 o'clock P. M. Donnell Lawrence, Recorder

558

613 PAGE 5

AGREEMENT

THIS AGREEMENT, Made and entered into this 17th day of January, A.D. 1967, by and between WILLIAM F. FLETCHER, hereinafter called "Seller", and ALBERT J. FRITZLER, hereinafter called "Buyer";

WITNESSETH:

That for and in consideration of the sum of Sixty-six Thousand Five Hundred and No/100ths (\$66,500.00) Dollars, payable as hereinafter set forth, Seller has this date sold to Buyer, and Buyer agrees to purchase, the following described premises, to wit:

The SE $\frac{1}{4}$  of Section 4, Twp. 7 N, R 53 W of the 6th P.M., Logan County, Colorado; TOGETHER WITH all pump irrigation rights, including filings, registrations, motors, laterals and pumping equipment; TOGETHER WITH one-half (1/2) of whatever oil, gas and other mineral rights Seller owns in, on or under said property;

SUBJECT TO all rights and liabilities by reason of inclusion in special districts, as of record, but which do not affect the marketability of the title; also, subject to road rights-of-way and similar rights and easements as of record.

Buyer agrees to pay the aforesaid purchase price in the following manner, to wit:

The sum of Two Thousand and No/100ths (\$2,000.00) Dollars cash, the receipt of which is hereby confessed and acknowledged;

The sum of Seventeen Thousand and No/100ths (\$17,000.00) Dollars cash at the time of delivery of a good and sufficient Warranty Deed and closing, as hereinafter set forth;

Eighteen Thousand and No/100ths (\$18,000.00) Dollars by the assumption of balance of a loan, the unpaid balance of which is in said amount with The Travelers Insurance Company.

The full balance of the purchase price, Twenty-nine Thousand Five Hundred and No/100ths (\$29,500.00) Dollars, is to be paid on or before six (6) years, the first five (5) such payments to be in the amount of Five Thousand and No/100ths (\$5,000.00) Dollars each and are to be made on or before February 1st of each year, commencing February 1, 1968; final payment of Four Thousand Five Hundred and No/100ths (\$4,500.00) Dollars shall be paid on or before February 1, 1973. All deferred payments due hereunder shall bear interest at the rate of 6% per annum, payable annually on the unpaid principal balance. Interest shall commence on or before March 1, 1967, and at the time of delivery of a good and sufficient Warranty Deed, as hereinafter set forth. This deferred payment shall be evidenced by a good and sufficient note secured by a second Deed of Trust upon the above-described property.

Seller agrees to deliver possession of the premises on or before March 1, 1967, and at the time of payment of the balance of the purchase price then due, as aforesaid.

It is agreed that Seller will pay all taxes for 1966, <sup>W.F.F.</sup> <sub>A.J.F.</sub> due and payable in 1967, and prior taxes. Buyer assumes and agrees to pay all subsequent taxes.

Seller agrees that within a reasonable time after the date hereof, he will furnish to Buyer an Abstract of Title relating to the above-described premises, continued to date, for the purpose of having a title examination made by an attorney at law. In the event that said examining attorney

shall find any defects or objections to Seller's title, then Seller shall be furnished a copy of such examining attorney's opinion and thereafter Seller shall have a reasonable time in which to correct any such defects or objections.

It is understood and agreed that in the event any such defects or objections cannot be corrected or removed, then, and in such event, this contract may be cancelled and held for naught without damages accruing to either party; and in the event of such cancellation, Seller agrees to return to Buyer, in full, all payments theretofore made under this Agreement. Buyer likewise agrees to surrender any and all rights of possession, and otherwise, in the event of such a cancellation.

On or before March 1, 1967, upon receipt of the aforesaid \$17,000.00 to be paid at such time, Seller agrees to deliver or cause to be delivered to Buyer his good and sufficient duly executed Warranty Deed wherein he will convey the above-described property to Buyer and his wife, Bessie Belle Fritzler, as joint tenants, with right of survivorship, such conveyance to be free and clear of all liens and encumbrances of every kind or nature whatsoever, except as hereinbefore set forth.

It is distinctly understood and agreed that time is of the essence of this agreement. Further, that upon failure of Buyer to make payments strictly at the time and in the manner above set forth, or upon his failure to perform any of the other covenants hereinabove set forth to be performed by him,



then the Seller shall have the option of: (1) declaring the entire balance due and owing and of specific performance; or (2) cancelling this agreement and declaring all payments forfeited. In the event Seller elects/to cancel this agreement and declare such a forfeiture, notice in writing by United States Certified Mail shall be given to Buyer at Pl. #3, Sterling, Colorado 80751, and if within fifteen (15) days after mailing of such notice the default has not been remedied by Buyer, then, and in such event, the Buyer agrees to surrender any and all rights claimed or to be claimed hereunder, without the necessity for any legal proceedings being instituted by Seller; and Buyer further agrees that, in such event, all payments theretofore made to apply hereunder shall be forfeited to Seller and retained by him as liquidated damages on account of such violation of covenant or covenants by Buyer. No assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.

A.J.F.  
W.P.F.

THIS AGREEMENT shall be binding upon the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

SELLER:

William F. Fletcher (SEAL)  
(William F. Fletcher)

BUYER:

Albert J. Fritzler (SEAL)  
(Albert J. Fritzler)



FILED IN  
WATER COURT  
DIVISION I  
WELD CO., COLO.  
**OCT 21 1975**  
L. S. BULLENDER  
CLERK

IN THE WATER COURT IN AND FOR  
WATER DIVISION I, STATE OF COLORADO  
CASE NO. W- 868

BOOK **697** PAGE **851**

IN THE MATTER OF THE APPLICATION FOR )  
WATER RIGHTS OF )  
ALBERT J. FRITZLER )  
IN LOGAN COUNTY )

FINDINGS AND RULING  
OF THE REFEREE  
AND DECREE OF  
THE WATER COURT

THIS CLAIM, having been filed with the Water Clerk, Water Division I,  
on April 14, 1971 and the Referee being fully advised in the premises,  
does hereby find:

All notices required by law of the filing of this application have  
been fulfilled, and the Referee has jurisdiction of this application.

No statement of opposition to said application has been filed, and  
the time for filing such statement has expired.

All matters contained in the application having been reviewed,  
and testimony having been taken where such testimony is necessary, and  
such corrections made as are indicated by the evidence presented herein,

IT IS HEREBY THE RULING OF THE WATER REFEREE:

1. The name and address of the claimant:

Albert J. Fritzler  
Rural Route 3  
Sterling, Colorado 80751

2. The name of the structures:

Fritzler Well No. 1-1538  
Fritzler Well No. 2-14799  
Fritzler Well No. 3-6940-F  
Fritzler Well No. 4-2381-F  
Fritzler Well No. 5-6742-F  
Fritzler Well No. 6  
Fritzler Well No. 7  
Fritzler Well No. 8  
Fritzler Well No. 9  
Fritzler Well No. 10  
Fritzler Well No. 11

3. The legal description of the structures:

Fritzler Well No. 1-1538 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ,  
Section 1, Township 7 North, Range 53 West of the 6th P.M.,  
Logan County, Colorado, the well bears S 36°17'40" E, 1831  
feet from the NW Corner of said Section 1.

Fritzler Well No. 2-14799 is located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ,  
Section 1, Township 7 North, Range 53 West of the 6th P.M.,  
Logan County, Colorado, the well bears S 36°21'10" E, 64  
feet from the NW Corner of said Section 1.

Fritzler Well No. 3-6940-F is located in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, the well bears S 38 $^{\circ}$ 11'50" E, 3397 feet from the NW Corner of said Section 1.

Fritzler Well No. 4-2381-F is located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, the well bears N 70 $^{\circ}$ 06'25" W, 2788 feet from the SE Corner of said Section 4.

Fritzler Well No. 5-6742-F is located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, the well bears N 43 $^{\circ}$ 03'50" W, 3765 feet from the SE Corner of said Section 4.

Fritzler Well No. 6 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 2460 feet South and 593 feet East of the NW Corner of said Section 1.

Fritzler Well No. 7 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 2567 feet South and 235 feet East of the NW Corner of said Section 1.

Fritzler Well No. 8 is located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 2387 feet South and 327 feet East of the NW Corner of said Section 1.

Fritzler Well No. 9 is located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 75 feet South and 150 feet East of the NW Corner of said Section 1.

Fritzler Well No. 10 is located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 35, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 2404 feet North and 880 feet East of the SW Corner of said Section 35.

Fritzler Well No. 11 is located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, at a point 180 feet North and 593 feet West of the SE Corner of said Section 4.

4. The source of water: Groundwater

5. The date of appropriation:

Fritzler Well No. 1-1538:	June 15, 1954
Fritzler Well No. 2-14799:	June 30, 1955
Fritzler Well No. 3-6940-F:	April 1, 1965
Fritzler Well No. 4-2381-F:	December 18, 1959
Fritzler Well No. 5-6742-F:	February 16, 1965
Fritzler Well No. 6:	April 30, 1950
Fritzler Well No. 7:	March 31, 1967
Fritzler Well No. 8:	April 30, 1963
Fritzler Well No. 9:	April 30, 1950
Fritzler Well No. 10:	March 31, 1940
Fritzler Well No. 11:	April 30, 1961

6. The amount of water:

Fritzler Well No. 1-1538:	2.67 cubic feet per second
Fritzler Well No. 2-14799:	0.445 cubic feet per second
Fritzler Well No. 3-6940-F:	4.45 cubic feet per second
Fritzler Well No. 4-2381-F:	2.67 cubic feet per second
Fritzler Well No. 5-6742-F:	1.41 cubic feet per second
Fritzler Well No. 6:	0.089 cubic feet per second
Fritzler Well No. 7:	0.069 cubic feet per second
Fritzler Well No. 8:	0.069 cubic feet per second
Fritzler Well No. 9:	0.089 cubic feet per second
Fritzler Well No. 10:	0.069 cubic feet per second
Fritzler Well No. 11:	0.056 cubic feet per second

7. The use of the water:

Fritzler Well No. 1-1538, Fritzler Well No. 2-14799 and Fritzler Well No. 3-6940-F: Irrigation of 160 acres in the NW $\frac{1}{4}$  of Section 1, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Fritzler Well No. 4-2381-F and Fritzler Well No. 5-6742-F: Irrigation of 160 acres in the SE $\frac{1}{4}$  of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Fritzler Well No. 6, Fritzler Well No. 7, Fritzler Well No. 8, Fritzler Well No. 9 and Fritzler Well No. 10: Stock watering.

Fritzler Well No. 11: Domestic.

DATED this 21 day of October, 1975.

Thomas J. Aron Jr.  
THOMAS J. ARON JR.  
Water Referee, Division I

THE COURT DOETH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: November 10, 1975

Donald A. Carpenter  
JUDGE DONALD A. CARPENTER  
Water Judge, Division I

Certified to be a full, true and correct copy of the original in my custody.

Dated: 12-8-75  
Brenda D. Dwyer (Deputy)  
CLERK, WATER COURT, DIV. I  
STATE OF COLORADO

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made by WILLIAM F. FLETCHER, JR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM F. FLETCHER, DECEASED, "Grantor," whose address is 8900 Thornton Road, Room 5, Stockton, CA 95209, to MILDRED K. FLETCHER, 7007 Tucker Bay Court, Stockton, CA 95209, "Grantee."

WHEREAS, by the above-named decedent's Last Will and Testament, dated March 29, 1985, which was admitted to probate on March 7, 1988, by the District Court of the County of Logan and State of Colorado, Probate No. 88PR17, Grantor was duly appointed Personal Representative of said estate on March 7, 1988, and is now qualified and acting in said capacity.

WHEREAS, by Order of said Court, dated July 13, 1988, the Grantee was determined to be the person entitled to distribution of the hereinafter described real property and Grantor was authorized and directed to distribute the same to Grantee.

NOW, THEREFORE, Pursuant to the powers conferred upon Grantor by Article 12, Section 711, of the Colorado Probate Code,, Grantor hereby sells, conveys, assigns, and transfers, to Grantee, the following described real property in Logan County, Colorado:

An undivided 1/8 interest in the oil, gas and other minerals lying in, on and under the SE/4 of Section 4, Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado

with all its appurtenances.

Signed this 15th day of July, 1988.

State Documentary Fee  
Date 7-19-88  
\$ NONE

William F. Fletcher, Jr.  
William F. Fletcher, Jr., as  
Personal Representative  
of the Estate of William F.  
Fletcher, Deceased

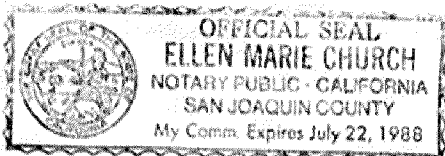
STATE OF Calif. )  
COUNTY OF San Joaquin ) SS.

The foregoing instrument was acknowledged before me this 15th day of July, 1988 by William F. Fletcher, Jr., as Personal Representative of the Estate of William F. Fletcher, Deceased. WITNESS my hand and official seal.

My commission expires:

Ellen Marie Church

Notary Public









### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

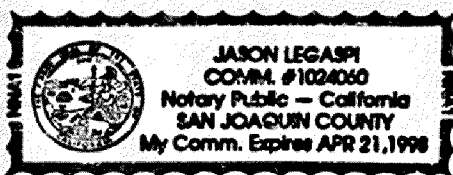
State of CALIFORNIA

County of SAN JOAQUIN

On SEPTEMBER 20, 1996 before me, JASON LEGASPI  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WILLIAM F. FLETCHER, JR.  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: EXCAVATION'S DEED

Document Date: SEPTEMBER 20, 1996 Number of Pages: ONE

Signer(s) Other Than Named Above: NONE

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**RESOLUTION  
NO. 2002-34  
Subdivision Exemption**

**WHEREAS**, Mike R. Kauffman, manager of Mr. Jak Ranches, LLC, has Petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described property:

**IN RE:** A 6.03 acre parcel of land located in the SE Quarter (SE¼) of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, and being more particularly described on the Official Subdivision Exemption Plat No. 2002-10.

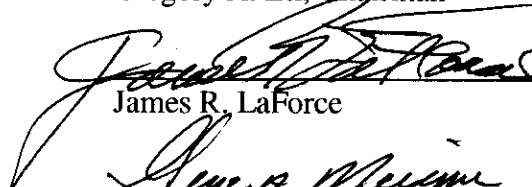
from the definition of "Subdivision" or "Subdivided Land" and that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972.

**NOW THEREFORE, BE IT RESOLVED** pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of "Subdivision" or "Subdivided Land" as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

DONE on Tuesday, this 10<sup>th</sup> day of September, 2002.

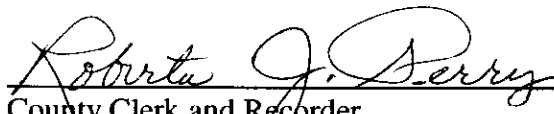
LOGAN COUNTY BOARD OF COMMISSIONERS  
LOGAN COUNTY, COLORADO

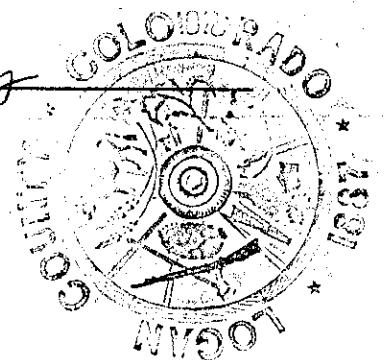
  
\_\_\_\_\_  
Gregory A. Etl, Chairman (Aye)(Nay)

  
\_\_\_\_\_  
James R. LaForce (Aye)(Nay)

  
\_\_\_\_\_  
Gene A. Meisner (Aye)(Nay)

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 10<sup>th</sup> day of September, 2002.

  
\_\_\_\_\_  
County Clerk and Recorder

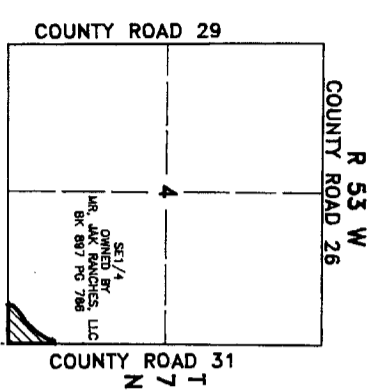




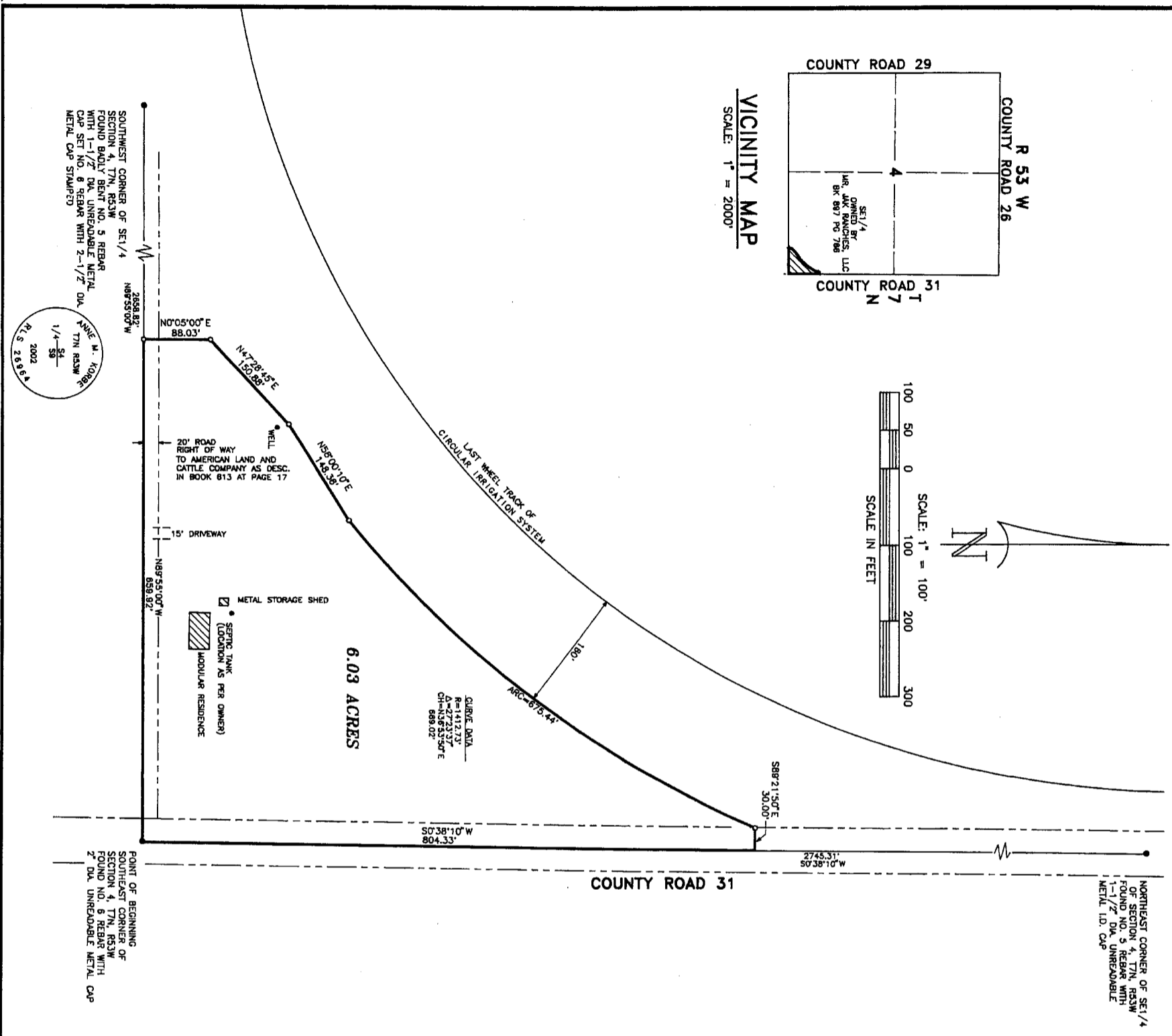
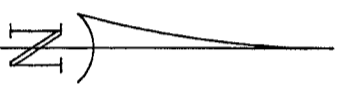
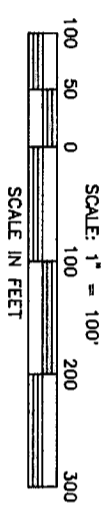
653252 09/03/2002 01:40P 8941 798 PLAT SUBEX  
1 of 1 R 11:00 D 0.00 N 0.00 Logan County CO

# SUBDIVISION EXEMPTION PLAT NO. 2002-10

## for MR, JAK RANCHES, LLC



**VICINITY MAP**  
SCALE: 1" = 2000'



NORTHEAST CORNER OF SECTION 4, T7N, R33W FOUND NO. 5 REBAR WITH 1-1/2" DIA. UNREADABLE METAL I.D. CAP

POINT OF BEGINNING SOUTHWEST CORNER OF SECTION 4, T7N, R33W FOUND NO. 8 REBAR WITH 2" DIA. UNREADABLE METAL CAP

**SURVEYOR'S STATEMENT**

I, ANNE M. KOUBE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT I HAVE PERSONALLY EXAMINED THE LINES AND MONUMENTS SHOWN ON THIS PLAT AND THE SAME ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: ANNE M. KOUBE  
FOR AND ON BEHALF OF  
LEIBERT-MCATTEE & ASSOCIATES, INC.  
FILE NO. 2002-10  
APRIL 23, 2002



**DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 33 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE NORTH, BEARING WEST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 1200 FEET; THENCE NORTH, BEARING WEST A SHORTER EAST DISTANCE OF 148.38 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY WHOSE DELTA ANGLE IS 27°23'37" AND WHOSE RADIUS IS 1412.73 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 675.44 FEET (THE CHORD BEARS NORTH 39°53'57" EAST A DISTANCE OF 689.02 FEET); THENCE SOUTH 82°21'37" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4, THENCE SOUTH 0°05'00" WEST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 804.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.03 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE EAST LINE OF SAID SECTION 4 AND SUBJECT TO A 20 FOOT ROAD RIGHT-OF-WAY TO AMERICAN LAND AND CATTLE COMPANY AS DESCRIBED IN BOOK 613 AT PAGE 17 OF THE LOGAN COUNTY RECORDS ALONG THE SOUTH LINE OF SAID SECTION 4.

**OWNER'S CERTIFICATE**

MR. JAK RANCHES, LLC BEING THE SOLE OWNER IN FEE OF THE ABOVE DESCRIBED PROPERTY, DOES HEREBY DIVIDE THE SAME AS SHOWN ON THIS MAP.

MR. JAK RANCHES, LLC  
MANAGER

JUDITH KAUFFMAN MEMBER

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF September, 2002.

MY COMMISSION EXPIRES 3-27-05

NOTARY PUBLIC

**BOARD OF COUNTY COMMISSIONERS' CERTIFICATE**

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS 10th DAY OF August 2002.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST: County Clerk and Recorder

**PLAT NOTE**

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY, RESOLUTION NUMBER 10, DATED SEPTEMBER 21, 1990, IN BOOK 625 AT PAGE 480 OF THE LOGAN COUNTY RECORDS. YOU SHOULD BE AWARE OF ITS PROVISIONS.

**NOTES**

A TITLE SEARCH WAS NOT REQUESTED OR CONDUCTED BY ME FOR THIS PARCEL. THEREFORE, ALL BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTHWEST CORNER OF SECTION 4, T7N, R33W BEARS NORTH 69°50'00" WEST. THE SOUTHWEST AND SOUTHEAST CORNERS OF SAID BEARING MONUMENTED AS SHOWN ABOVE.  
SET NO. 5 REBARS 24" LONG WITH YELLOW PLASTIC I.D. CAPS STAMPED ANNE M. KOUBE RLS 2002 AT THE POINTS SHOWN THUS O. UNLESS OTHERWISE NOTED.  
FOUND POINTS SHOWN THUS O.

**NOTICE**

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

REVISIONS	
TITLE	SUBDIVISION EXEMPTION PLAT NO. _____
FOR MR. JAK RANCHES, LLC	
OF SECTION 4, T7N, R33W	
OF THE 6TH P.M., LOGAN COUNTY, COLORADO	
DATE: 4-25-02	DR. BY: DB
	DRAWING NO. _____
	SHEET 1 of 1

**LEIBERT-MCATTEE & ASSOCIATES, INC.**  
P.O. BOX 442 910 SOUTH DIVISION AVENUE  
STERLING, CO 80751 970-522-1960

**RESOLUTION**

**No.: 99-50**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY**

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm

and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
  2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
  3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
  4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be



unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.

J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21<sup>st</sup> day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

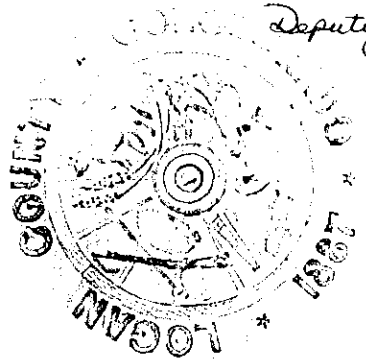
Lyle Schumacher (Aye) (Nay)  
Lyle Schumacher, Chairman

Roy A. Wheeler (Aye) (Nay)  
Roy A. Wheeler

James R. La Force (Aye) (Nay)  
James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21<sup>st</sup> day of September, 1999.

Roberta J. Perry by Jennifer Miller  
Clerk and Recorder Deputy







**EXHIBIT "A"**

**LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE**

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. **PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.**

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

**Real Estate Transfer Disclosure.**

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS

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THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNTY RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGHT TO FARM RESOLUTION NO. \_\_\_\_\_.

**SELLER'S INFORMATION**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

**LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE**

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.



Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have **considerably** longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

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The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller \_\_\_\_\_  
Seller \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT**

Buyer \_\_\_\_\_  
Buyer \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

**IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY**

EXHIBIT "B"

APPENDIX

**"Agricultural Land"** means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

**"Agricultural Operation"** includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

**"Generally Accepted Agricultural Practices"** means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

**"Limitation of Actions"** A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

**"Nuisance"** An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.

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7 of 9 R 0.00 D 0.00 N 0.00 Logan County CO



EXHIBIT "C"

DISPUTE RESOLUTION PROCEDURES  
and  
REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

**Resolution of Disputes and Procedure for Complaints and Investigation**

**A. Nuisances which affect public health.**

(1) **Complaints.** A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.

(2) **Investigations.** The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.

(3) **Declaration of Nuisance.** If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.

**B. Nuisances Not Involving Public Health.** The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.

**C. Resolution of Disputes Regarding Agricultural Operations.** The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

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8 of 9 R 0.00 D 0.00 N 0.00 Logan County CO

637374 09/22/1999 11:10A B925 P430 RES  
9 of 9 R 0.00 D 0.00 N 0.00 Logan County CO

1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.

(b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.

2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:

(a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;

(b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.

(c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.

(d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.

(e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

# Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-6-23) (Mandatory 1-24)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## CONTRACT TO BUY AND SELL REAL ESTATE (LAND) Property with No Residences Property with Residences-Residential Addendum Attached

Date: \_\_\_\_\_

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title to the Property described below as  Joint Tenants  Tenants In Common  Other \_\_\_\_\_.

**2.2. No Assignability.** ~~This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.~~

**2.3. Seller.** \_\_\_\_\_ (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado (insert legal description):

known as: \_\_\_\_\_,  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions.** ~~The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:~~

~~If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.~~

**2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

**2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Leased Items.** ~~The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):~~

54  
55  
56  
57 **2.6. Exclusions.** The following items are excluded (Exclusions):  
58  
59

60  
61  
62  
63 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

64  **2.7.1. Deeded Water Rights.** The following legally described water rights:  
65  
66

67  
68 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

69  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,  
70 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:  
71

72  
73  
74  
75  
76  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
77 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
78 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
79 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
80 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
81 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
82 \_\_\_\_\_.

83  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
84  
85  
86

87 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
88 conveyed as part of the Purchase Price as follows:  
89  
90  
91

92 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
93 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

94 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
95 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights  
96 to Buyer by executing the applicable legal instrument at Closing.

97 **2.7.7. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water  
98 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

99 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
100  
101  
102

103 **3. DATES, DEADLINES AND APPLICABILITY.**

104 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	



5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	<b>Acceptance Deadline Date</b>	
47	§ 27	<b>Acceptance Deadline Time</b>	

105 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
120 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession). The Seller  
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
131 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract ~~unless the parties mutually agree~~  
133 ~~to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the~~  
134 ~~company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to~~  
135 ~~have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado~~  
136 ~~residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest~~  
137 ~~Money Holder in this transaction will be transferred to such fund.~~

138 **4.3.1. Alternative Earnest Money Deadline.** ~~The deadline for delivering the Earnest Money, if other than at the~~  
139 ~~time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.~~

140 **4.3.2. Disposition of Earnest Money.** ~~If Buyer has a Right to Terminate and timely terminates, Buyer is entitled~~  
141 ~~to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided~~  
142 ~~in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,~~  
143 ~~Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release~~  
144 ~~form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23~~  
145 ~~(Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release~~  
146 ~~form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money~~  
147 ~~Release form), within three days of Buyer's receipt.~~

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** ~~If Seller fails to timely execute and return the~~  
149 ~~Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**~~  
150 ~~**is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.~~

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer**  
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
165 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional  
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
170  **Conventional**  **Other** \_\_\_\_\_;

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
172 set forth in § 4.1. (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
173 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
174 **Property Insurance Premium** and  \_\_\_\_\_;

175 Buyer agrees to pay a loan transfer fee not to exceed \$\_\_\_\_\_. At the time of assumption, the new interest rate will  
176 not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$\_\_\_\_\_ per \_\_\_\_\_ principal and  
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$\_\_\_\_\_, or if any other terms or  
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release  
181 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
182 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
183 not to exceed \$\_\_\_\_\_.

184 **4.7. Seller or Private Financing.**

185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers  
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed  
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,  
188 including whether or not a party is exempt from the law.

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
190  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
191 **Private Financing Deadline.**

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**  
195 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**  
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

200 

<b>TRANSACTION PROVISIONS</b>
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201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS. Omitted as inapplicable.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.



262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
263  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
264 agent or all three.

265 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
266 Communities and subject to one or more declarations (Association).

267 ~~**7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
281 ASSOCIATION.~~

282 ~~**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below);  
283 at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association  
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
285 of the Association Documents, regardless of who provides such documents.~~

286 ~~**7.3. Association Documents.** Association documents (Association Documents) consist of the following:~~

287 ~~**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
289 C.R.S.;~~

290 ~~**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and~~

294 ~~**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
297 (Association Insurance Documents);~~

298 ~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
299 disclosed in the Association's last Annual Disclosure;~~

300 ~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
308 7.3.5., collectively, Financial Documents);~~

309 ~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
313 elements or limited common elements of the Association property.~~

314 ~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
315 Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in  
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
317 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~

320 ~~Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to~~  
321 ~~Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right~~  
322 ~~to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).~~

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title. See Due Diligence Packet**

325  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
326 company to furnish the owner's title insurance policy ~~at Seller's expense.~~ On or before **Record Title Deadline**, Seller must furnish  
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
328 ~~or if this box is checked,  an Abstract of Title certified to a current date.~~ Seller will cause the title insurance policy to be issued  
329 and delivered to Buyer as soon as practicable at or after Closing.

330  **8.1.2. Buyer Selects Title Insurance Company.** ~~If this box is checked, Buyer will select the title insurance~~  
331 ~~company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must furnish to~~  
332 ~~Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.~~  
333 ~~If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.~~

334 **8.1.3. Owner's Extended Coverage (OEC).** ~~The Title Commitment  Will  Will Not~~ contain Owner's  
335 ~~Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions~~  
336 ~~which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap~~  
337 ~~period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,~~  
338 ~~assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by~~  
339  ~~Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.~~

340 ~~Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over~~  
341 ~~any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,~~  
342 ~~among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under~~  
343 ~~§ 8.7. (Right to Object to Title, Resolution).~~

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** ~~Seller must deliver to Buyer copies of any abstracts of title covering all or any~~  
353 ~~portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.~~

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**  
376 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing and Metropolitan Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO  
383 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES  
384 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE  
385 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT  
386 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
387 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
388 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
389 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING  
390 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
391 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.

392 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
393 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
394 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
395 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
396 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
397 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
398 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
399 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
400 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
401 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

402 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
403 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
404 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
405 such right. If the third party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
406 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
407 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
408 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
409 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

410 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
411 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
412 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
413 applicable deadline, Buyer has the following options:

414 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
415 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
416 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
417 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
418 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
419 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
420 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
421 applicable documents; or

422 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
423 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

424 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
425 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
426 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
427 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
428 laws and governmental regulations concerning land use, development and environmental matters.

429 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~  
430 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~  
431 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~  
432 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~  
433 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~  
434 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~  
435 ~~**GAS OR WATER.**~~

436 ~~8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO~~  
437 ~~ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A~~  
438 ~~MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND~~  
439 ~~RECORDER.~~

440 ~~8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT~~  
441 ~~TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION~~  
442 ~~OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING~~  
443 ~~OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

444 ~~8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL~~  
445 ~~INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING~~  
446 ~~DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL~~  
447 ~~AND GAS CONSERVATION COMMISSION.~~

448 ~~8.8.5. Title Insurance Exclusions.~~ Matters set forth in this Section and others, may be excepted, excluded from, or  
449 not covered by the owner's title insurance policy.

450 ~~8.9. Mineral Rights Review.~~ Buyer  Does  Does Not have a Right to Terminate if examination of the Mineral  
451 Rights is unsatisfactory to Buyer on or before the ~~Mineral Rights Examination Deadline.~~

452 **9. NEW ILC, NEW SURVEY.**

453 ~~9.1. New ILC or New Survey.~~ If the box is checked, (1)  ~~New Improvement Location Certificate (New ILC);~~ or, (2)  
454  ~~New Survey~~ in the form of \_\_\_\_\_; is required and the following will apply:

455 ~~9.1.1. Ordering of New ILC or New Survey.~~  Seller  Buyer will order the New ILC or New Survey. The  
456 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
457 after the date of this Contract.

458 ~~9.1.2. Payment for New ILC or New Survey.~~ The cost of the New ILC or New Survey will be paid, on or before  
459 Closing, by:  Seller  Buyer or:

460  
461  
462 ~~9.1.3. Delivery of New ILC or New Survey.~~ Buyer, Seller, the issuer of the Title Commitment (or the provider of  
463 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before ~~New~~  
464 ~~ILC or New Survey Deadline.~~

465 ~~9.1.4. Certification of New ILC or New Survey.~~ The New ILC or New Survey will be certified by the surveyor to  
466 all those who are to receive the New ILC or New Survey.

467 ~~9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.~~ Buyer may select a New ILC or New  
468 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New~~  
469 ~~Survey Objection Deadline.~~ Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
470 Seller incurring any cost for the same.

471 ~~9.3. New ILC or New Survey Objection.~~ Buyer has the right to review and object based on the New ILC or New Survey.  
472 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
473 Buyer may, on or before ~~New ILC or New Survey Objection Deadline~~, notwithstanding § 8.3. or § 13:

474 ~~9.3.1. Notice to Terminate.~~ Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

475 ~~9.3.2. New ILC or New Survey Objection.~~ Deliver to Seller a written description of any matter that was to be  
476 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

477 ~~9.3.3. New ILC or New Survey Resolution.~~ If a ~~New ILC or New Survey Objection~~ is received by Seller, on or  
478 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on  
479 or before ~~New ILC or New Survey Resolution Deadline~~, this Contract will terminate on expiration of the ~~New ILC or New Survey~~  
480 ~~Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
481 termination (i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline~~).

482 

<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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483 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
484 **WATER.**

485 ~~10.1. Seller's Property Disclosure.~~ On or before ~~Seller's Property Disclosure Deadline~~, Seller agrees to deliver to Buyer  
486 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
487 to Seller's actual knowledge and current as of the date of this Contract.

488 ~~10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.~~ Seller must disclose to Buyer  
489 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
490 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely



disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

~~10.3.1. Inspection Termination.~~ On or before the ~~Inspection Termination Deadline~~, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

~~10.3.2. Inspection Objection.~~ On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

~~10.3.3. Inspection Resolution.~~ If an Inspection Objection is received by Seller, on or before ~~Inspection Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~, this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of ~~Inspection Resolution Deadline~~). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

~~10.5. Insurability.~~ Buyer has the Right to Terminate under § 24.1., on or before ~~Property Insurance Termination Deadline~~, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~:

~~10.6.1.1. Occupancy Agreements.~~ All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

~~10.6.1.2. Leased Items Documents.~~ If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~. Buyer  Will  Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items):

~~10.6.1.3. Encumbered Inclusions Documents.~~ If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~. Buyer  Will  Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions):

~~10.6.1.4. Other Documents.~~ If the respective box is checked, Seller agrees to additionally deliver copies of the following:

~~10.6.1.4.1.~~ All contracts relating to the operation, maintenance and management of the Property;

~~10.6.1.4.2.~~ Property tax bills for the last \_\_\_\_\_ years;

- 550  **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including  
 551 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the  
 552 extent now available;
- 553  **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 554  **10.6.1.4.5.** Operating statements for the past \_\_\_\_\_ years;
- 555  **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 556  **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but  
 557 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 558  **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which  
 559 have been made for the past \_\_\_\_ years;
- 560  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if  
 561 not delivered earlier under § 8.3.);
- 562  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
 563 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,  
 564 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no  
 565 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to  
 566 Seller;
- 567  **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the  
 568 compliance of the Property with said Act;
- 569  **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any  
 570 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use  
 571 authorizations, if any; and
- 572  **10.6.1.4.13.** Other:

573  
574  
575  
576  
577  
578  
579 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
 580 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
 581 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

582 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
 583 or

584 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
 585 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

586 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
 587 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
 588 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
 589 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
 590 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

591 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**  
 592 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
 593 the Property, in Buyer's sole subjective discretion.

594 **10.6.4. Due Diligence — Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
 595 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
 596  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with most current version  
 597 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_;  
 598 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
 599 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
 600 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
 601 tenants' business uses of the Property, if any.

602 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
 603 **Inspection Termination Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
 604 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the  
 605 **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
 606 Environmental Site Assessment.

607 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the  
 608 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

609 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
610 subjective discretion.

611 Buyer has the Right to Terminate under § 24.1., on or before ~~ADA Evaluation Termination Deadline~~, based on any  
612 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

613 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
614 owned by Buyer and commonly known as \_\_\_\_\_ Buyer has  
615 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
616 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
617 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
618 provision.

619 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
620 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
621 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
622 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
623 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
624 **DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

625 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
626 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
627 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
628 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
629 or delayed.

630 **10.10. Lead-Based Paint.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

631 **10.11. Carbon Monoxide Alarms.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

632 **10.12. Methamphetamine Disclosure.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

## 633 11. TENANT ESTOPPEL STATEMENTS.

634 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
635 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
636 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
637 attached to a copy of the Lease stating:

638 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

639 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~  
640 ~~amendments;~~

641 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

642 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

643 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

644 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~  
645 ~~demising the premises it describes.~~

646 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
647 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
648 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

649 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**  
650 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
651 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
652 waive any unsatisfactory Estoppel Statement.

## 653 CLOSING PROVISIONS

### 654 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

655 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
656 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
657 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
658 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
659 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
660 Seller will sign and complete all customary or reasonably required documents at or before Closing.

661 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
662 this Contract.

663 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
664 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
665 Buyer. The hour and place of Closing will be as designated by \_\_\_\_\_.

666 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
667 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

668 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
669 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
670 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

671 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
672 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
673 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
674  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
675 sufficient special warranty deed to Buyer, at Closing.

676 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
677 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

678 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
679 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
680 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
681 at or before Closing by Seller from the proceeds of this transaction or from any other source.

682 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
683 **WITHHOLDING.**

684 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
685 to be paid at Closing, except as otherwise provided herein.

686 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
687  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

688 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to ~~Closing Date~~, Seller agrees to  
689 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
690 associated with or specified in the Status Letter will be paid as follows:

691 ~~15.3.1. Status Letter Fee.~~ Any fee incident to the issuance of Association's Status Letter must be paid by  **Buyer**  
692  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

693 ~~15.3.2. Record Change Fee.~~ Any Record Change Fee must be paid by  **Buyer**  **Seller**  **One-Half by Buyer**  
694 ~~and One-Half by Seller~~  **N/A**.

695 ~~15.3.3. Assessments, Reserves or Working Capital.~~ All assessments required to be paid in advance (other than  
696 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
697 by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

698 ~~15.3.4. Other Fees.~~ Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
699 **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

700 ~~15.4. Local Transfer Tax.~~ Any Local Transfer Tax must be paid at Closing by  **Buyer**  **Seller**  **One-Half by**  
701 ~~Buyer and One-Half by Seller~~  **N/A**.

702 ~~15.5. Sales and Use Tax.~~ Any sales and use tax that may accrue because of this transaction must be paid when due by  
703  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

704 ~~15.6. Private Transfer Fee.~~ Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
705 such as community association fees, developer fees and foundation fees, must be paid at Closing by  **Buyer**  **Seller**  
706  **One-Half by Buyer and One-Half by Seller**  **N/A**.

707 ~~15.7. Water Transfer Fees.~~ Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
708 \$\_\_\_\_\_ for:

709  Water Stock/Certificates  Water District  
710  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

711 and must be paid at Closing by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

712 ~~15.8. Utility Transfer Fees.~~ Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
713 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

714 **15.9. FIRPTA and Colorado Withholding.**

715 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
716 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
717 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
718 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign



719 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
720 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
721 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
722 if an exemption exists.

723 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
724 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
725 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
726 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
727 tax advisor to determine if withholding applies or if an exemption exists.

728 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet.**

729 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

730 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
731 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy**  
732 **and Most Recent Assessed Valuation;**  **Other** \_\_\_\_\_;

733 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit  
734 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
735 writing of such transfer and of the transferee's name and address.

736 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

737 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

738 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
739 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
740 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
741 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
742 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller.** Except however, any  
743 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
744 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents  
745 there are no unpaid regular or special assessments against the Property except the current regular assessments and  
746 \_\_\_\_\_ Association Assessments are subject to change as provided in the Governing Documents.

747 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
748 subject to the Leases as set forth in § 10.6.1.1.

749 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
750 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
751 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

752 

<b>GENERAL PROVISIONS</b>
---------------------------

753 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
754 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
755 condition existing as of the date of this Contract, ordinary wear and tear excepted.

756 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
757 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
758 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
759 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
760 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
761 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
762 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
763 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
764 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
765 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
766 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
767 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
768 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

769 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
770 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
771 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
772 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

773 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
774 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
775 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
776 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
777 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
778 Closing.

779 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
780 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
781 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~  
782 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
783 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
784 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

785 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
786 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

787 **18.5. Home Warranty.** ~~[Intentionally Deleted]~~

788 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
789 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for  
790 the growing crops.

791 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
792 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
793 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
794 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
795 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
796 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
797 be complied with.

798  
799 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
800 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
801 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
802 has the following remedies:

803 **20.1. If Buyer is in Default:**

804  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
805 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the  
806 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
807 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

808 **20.1.2. Liquidated Damages, Applicable.** ~~This § 20.1.2. applies unless the box in § 20.1.1. is checked.~~ Seller may  
809 ~~cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that~~  
810 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~  
811 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~  
812 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

813 **20.2. If Seller is in Default:**

814 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
815 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
816 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
817 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
818 or damages, or both.

819 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
820 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
821 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
822 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
823 Contract are reserved and survive Closing.

824 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
825 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
826 reasonable costs and expenses, including attorney fees, legal fees and expenses.

827 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
828 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

829 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
830 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
831 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
832 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
833 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
834 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
835 Section will not alter any date in this Contract, unless otherwise agreed.

836 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
837 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
838 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
839 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
840 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
841 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
842 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
843 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
844 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
845 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
846 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

847 **24. TERMINATION.**

848 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
849 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
850 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
851 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
852 and waives the Right to Terminate under such provision.

853 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
854 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

855 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
856 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
857 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
858 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
859 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
860 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

861 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

862 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
863 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
864 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
865 must be received by the party, not Broker or Brokerage Firm).

866 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
867 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
868 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
869 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

870 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
871 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
872 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

873 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
874 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
875 located in Colorado.

876 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
877 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
878 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

879 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
880 copies taken together are deemed to be a full and complete contract between the parties.

881 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
882 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
883 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**  
884 **Diligence and Source of Water.**

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<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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886 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
887 Commission.)

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**30. OTHER DOCUMENTS.**

**30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

**30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

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<b>SIGNATURES</b>
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Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date Buyer's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

910 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date Seller's Signature Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working With Buyer**

Broker  **Does**  ~~**Does Not**~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  ~~**Buyer's Agent**~~  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**B. Broker Working with Seller**

Broker  **Does**  ~~**Does Not**~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.



Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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## EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended May 2, 2024 , and in accordance with the terms and conditions of this Specific Performance Contract, the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024, the Title Commitment and all supplements and additions thereto. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024 the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024, shall control.

29-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

29-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024, and heard, understood, and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Advantage Feedyard Auction Due Diligence Packet Printed: April 24, 2024. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

29-3.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

29-4.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

# Broker Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(BDB24-10-19) (Mandatory 1-20)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS**

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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### **RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

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or real estate which substantially meets the following requirements:

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Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

#### **CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the  seller’s agent  seller’s transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks:  Show a property  Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

**Customer for Broker’s Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller’s agent or seller’s transaction-broker, Buyer is a customer. When Broker is not the seller’s agent or seller’s transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker’s disclosure of Buyer’s confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**THIS IS NOT A CONTRACT. IT IS BROKER’S DISCLOSURE OF BROKER’S WORKING RELATIONSHIP.**

If this is a residential transaction, the following provision applies:

**MEGAN’S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with this document via \_\_\_\_\_ and retained a copy for Broker’s records.

Brokerage Firm’s Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

# Seller's Property Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD19-6-23) (Available 8-23, Mandatory 1-24)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

**THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.**

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

**SELLER:** Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

**Note:** Buyer and Seller should review the Advisory at the end of this SPD.

Date: May 2, 2024  
 Property: 11111 County Road 31, Sterling CO 80751  
 Seller: Advantage Feedyard Auction  
 Year Built: \_\_\_\_\_  
 Year Seller Acquired Property: \_\_\_\_\_

**Note:** The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

### I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING, check the "Yes" column:			Comments
		Yes	No	
1	Structural	<input type="checkbox"/>	<input type="checkbox"/>	
2	Moisture and/or water	<input type="checkbox"/>	<input type="checkbox"/>	
3	Damage due to termites, other insects, birds, animals, or rodents	<input type="checkbox"/>	<input type="checkbox"/>	
4	Damage due to hail, wind, fire, flood, or other natural	<input type="checkbox"/>	<input type="checkbox"/>	
5	Cracks, heaving or settling	<input type="checkbox"/>	<input type="checkbox"/>	
6	Exterior wall or window	<input type="checkbox"/>	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	<input type="checkbox"/>	
8	Subfloors	<input type="checkbox"/>	<input type="checkbox"/>	
9		<input type="checkbox"/>	<input type="checkbox"/>	
10		<input type="checkbox"/>	<input type="checkbox"/>	

"Have not lived in - do not know condition."



B.	ROOF If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Roof leak	<input type="checkbox"/>	
2	Damage to roof	<input type="checkbox"/>	
3	Skylight	<input type="checkbox"/>	
4	Gutter or downspout	<input type="checkbox"/>	
5	Other roof problems, issues or concerns	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	
	<b>ROOF - Other Information</b> Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	
9	Roof work done while under current roof warranty	<input type="checkbox"/>	
10	Roof material: _____ Age: _____	<input type="checkbox"/>	
11		<input type="checkbox"/>	

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	<input type="checkbox"/>		
2	Clothes dryer	<input type="checkbox"/>		
3	Clothes washer	<input type="checkbox"/>		
4	Dishwasher	<input type="checkbox"/>		
5	Disposal	<input type="checkbox"/>		
6	Freezer	<input type="checkbox"/>		
7	Gas grill	<input type="checkbox"/>		
8	Hood	<input type="checkbox"/>		
9	Microwave oven	<input type="checkbox"/>		
10	Oven	<input type="checkbox"/>		
11	Range	<input type="checkbox"/>		
12	Refrigerator	<input type="checkbox"/>		
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
15	Trash compactor	<input type="checkbox"/>		
16		<input type="checkbox"/>		
17		<input type="checkbox"/>		

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
4	Light fixtures	<input type="checkbox"/>		
5	Switches & outlets	<input type="checkbox"/>		
6	Telecommunications (Tl. fiber, cable, satellite)	<input type="checkbox"/>		

"Have not lived in - do not know condition."



7	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
8	Ceiling fans	<input type="checkbox"/>		
9	Garage door opener and remote control # of remote/openers: _____	<input type="checkbox"/>		
10	Intercom/doorbell	<input type="checkbox"/>		
11	In-wall speakers	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	<b>ELECTRICAL &amp; TELECOMMUNICATIONS</b> If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Electrical Service	<input type="checkbox"/>		
15	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Electric Wiring or Panel	<input type="checkbox"/>		
18		<input type="checkbox"/>		
19		<input type="checkbox"/>		
	<b>ELECTRICAL &amp; TELECOMMUNICATIONS – Other Information:</b> Do you know of the following on the Property:			
20	220 volt service	<input type="checkbox"/>		
21	Electrical Service: Amps: _____	<input type="checkbox"/>		
22	Landscape lighting	<input type="checkbox"/>		
23	Electric Provider: _____	<input type="checkbox"/>		
24	Cable/TV provider _____	<input type="checkbox"/>		
25	Seller's Internet Provider _____	<input type="checkbox"/>		
26		<input type="checkbox"/>		

E.	<b>MECHANICAL</b> If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	<input type="checkbox"/>		
2	Entry gate system	<input type="checkbox"/>		
3	Elevator	<input type="checkbox"/>		
4	Sump pump(s): # of _____	<input type="checkbox"/>		
5	Recycle pump	<input type="checkbox"/>		
6		<input type="checkbox"/>		
7		<input type="checkbox"/>		

F.	<b>VENTILATION, AIR &amp; HEAT</b> If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	<input type="checkbox"/>		
2	Evaporative cooler	<input type="checkbox"/>		
3	Window air conditioning units	<input type="checkbox"/>		
4	Central air conditioning	<input type="checkbox"/>		

"Have not lived in - do not know condition."

5	Attic/whole house fan	<input type="checkbox"/>		
6	Vent fans	<input type="checkbox"/>		
7	Humidifier	<input type="checkbox"/>		
8	Air purifier	<input type="checkbox"/>		
9	Fireplace	<input type="checkbox"/>		
10	Fireplace insert	<input type="checkbox"/>		
11	Heating Stove	<input type="checkbox"/>		
12	Fuel tanks	<input type="checkbox"/>		
13		<input type="checkbox"/>		
14		<input type="checkbox"/>		
	<b>VENTILATION, AIR &amp; HEAT - Other Information:</b> Do you know of the following on the Property:			
15	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	<input type="checkbox"/>		
16	Fireplace: Type _____ Fuel _____	<input type="checkbox"/>		
17	Heating Stove: Type _____ Fuel _____	<input type="checkbox"/>		
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know	<input type="checkbox"/>		
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____	<input type="checkbox"/>		
21	Fuel Provider: _____	<input type="checkbox"/>		
22		<input type="checkbox"/>		

G.	WATER	Yes	Age If Known	Comments
1	Water heater(s)	<input type="checkbox"/>		
2	Water filter system	<input type="checkbox"/>		
3	Water softener	<input type="checkbox"/>		
4	Water system pump	<input type="checkbox"/>		
5	Sauna	<input type="checkbox"/>		
6	Hot tub or spa	<input type="checkbox"/>		
7	Steam room/shower	<input type="checkbox"/>		
8	Underground sprinkler system	<input type="checkbox"/>		
9	Fire sprinkler system	<input type="checkbox"/>		
10	Backflow prevention device	<input type="checkbox"/>		
11	Irrigation pump	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	<b>WATER</b> If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)	<input type="checkbox"/>		
15	Well	<input type="checkbox"/>		

"Have not lived in - do not know condition."



16	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>WATER – Other Information:</b> Do you know of the following on the Property:				
20	Water heater: Number of _____ Fuel type _____ Capacity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Master Water Shutoff Location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Well metered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Well Pump: Date of last inspection _____ Date of last service _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Galvanized pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Polybutylene pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Well Pump - _____ GPM _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Cistern water storage _____ gallons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Supplemental water purchased in past 2 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>H.</b>	<b>SOURCE OF WATER &amp; WATER SUPPLY</b> Do you know of the following on the Property:
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____  <b>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.</b>

<b>I.</b>	<b>SEWER</b> If you know of any problems EVER EXISTING with the following, check the "Yes" column	<b>Yes</b>	<b>Comments</b>
1	Sewage system (including sewer lines)	<input type="checkbox"/>	
2	Lift station (sewage ejector pump)	<input type="checkbox"/>	
3		<input type="checkbox"/>	
4		<input type="checkbox"/>	
	<b>SEWER – Other Information:</b> Do you know of the following on the Property:		

5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other	<input type="checkbox"/>	
	If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon	<input type="checkbox"/>	
6	Sewer service provider:	<input type="checkbox"/>	
7	Sewer line scoped? Date: _____	<input type="checkbox"/>	
8	If a septic system, date latest Individual Use Permit issued: _____	<input type="checkbox"/>	
9	If a septic system, date of latest inspection:	<input type="checkbox"/>	
10	If a septic system, date of latest pumping:	<input type="checkbox"/>	
11	Gray water storage/use	<input type="checkbox"/>	
12		<input type="checkbox"/>	

J.	<b>FLOODING AND DRAINAGE</b> If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage	<input type="checkbox"/>	
2		<input type="checkbox"/>	
3		<input type="checkbox"/>	
	<b>DRAINAGE AND RETENTION PONDS - Other Information</b> Do you know of the following on the Property:		
4	Drainage, retention ponds	<input type="checkbox"/>	
5		<input type="checkbox"/>	

K.	<b>OTHER DISCLOSURES - IMPROVEMENTS</b> If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	<input type="checkbox"/>	
2	Stains on carpet	<input type="checkbox"/>	
3	Floors	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

**II. GENERAL**

L.	<b>USE, ZONING &amp; LEGAL ISSUES</b> If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	<input type="checkbox"/>	
2	Notice or threat of condemnation proceedings	<input type="checkbox"/>	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	<input type="checkbox"/>	

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4	Notice of zoning action related to the Property	<input type="checkbox"/>	
5	Building code, city, or county violations	<input type="checkbox"/>	
6	Violation of restrictive covenants or owners' association rules or regulations	<input type="checkbox"/>	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made with a Building Permit	<input type="checkbox"/>	
9	Any additions or non-aesthetic alterations made without a Building Permit	<input type="checkbox"/>	
10	Other legal action	<input type="checkbox"/>	
11	Any part of the Property leased to others (written or oral)	<input type="checkbox"/>	
12	Used for short-term rentals in the past year	<input type="checkbox"/>	
13	Grandfathered conditions or uses	<input type="checkbox"/>	
14		<input type="checkbox"/>	
15		<input type="checkbox"/>	

M.	ACCESS & PARKING	Yes	Comments
	If you know of any of the following EVER EXISTING check, the "Yes" column:		
1	Any access problems, issues or concerns	<input type="checkbox"/>	
2	Roads, trails, paths, or driveways through the Property used by others	<input type="checkbox"/>	
3	Public highway or county road bordering the Property	<input type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	<input type="checkbox"/>	
5	Encroachments, boundary disputes, or unrecorded easements	<input type="checkbox"/>	
6	Shared or common areas with adjoining properties	<input type="checkbox"/>	
7	Requirements for curb, gravel/paving, landscaping	<input type="checkbox"/>	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

N.	ENVIRONMENTAL CONDITIONS	Yes	Comments
	If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, methane, mill tailings, solvents, or petroleum products	<input type="checkbox"/>	
2	Underground storage tanks	<input type="checkbox"/>	
3	Aboveground storage tanks	<input type="checkbox"/>	
4	Underground transmission lines	<input type="checkbox"/>	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	<input type="checkbox"/>	
6	Monitoring wells or test equipment	<input type="checkbox"/>	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	<input type="checkbox"/>	

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8	Mine shafts, tunnels, or abandoned wells on the Property	<input type="checkbox"/>	
9	Within a governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
10	Within a governmentally designated floodplain or wetland area	<input type="checkbox"/>	
11	Dead, diseased, or infested trees or shrubs	<input type="checkbox"/>	
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	<input type="checkbox"/>	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	<input type="checkbox"/>	
15	Animals kept in the residence	<input type="checkbox"/>	
16	Other environmental problems, issues or concerns	<input type="checkbox"/>	
17	Odors	<input type="checkbox"/>	
18		<input type="checkbox"/>	
19		<input type="checkbox"/>	

<b>O.</b>	<b>RADON</b> If you know of any of the following EVER EXISTING, check the "Yes" column:		Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	<input type="checkbox"/>	
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.	<input type="checkbox"/>	
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

<b>P.</b>	<b>COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY</b> If you know of any of the following NOW EXISTING, check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association	<input type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented	<input type="checkbox"/>	
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	<input type="checkbox"/>	
	<b>COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY</b> If you know of any of the following EVER EXISTED, check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	<input type="checkbox"/>	
5		<input type="checkbox"/>	
6		<input type="checkbox"/>	

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	<b>COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information:</b> Name of the Owner’s Associations governing the Property:		<b>Contact Information:</b>
7	Owner’s Association #1: _____	<input type="checkbox"/>	
8	Owner’s Association #2: _____	<input type="checkbox"/>	
9	Owner’s Association #3: _____	<input type="checkbox"/>	
10	Owner’s Association #4: _____	<input type="checkbox"/>	

<b>Q.</b>	<b>GENERAL DISCLOSURES</b> If you know of any of the following <b>EVER EXISTING</b> , check the “Yes” column:	<b>Yes</b>	<b>Comments</b>
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property	<input type="checkbox"/>	
2	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards	<input type="checkbox"/>	
5	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	<input type="checkbox"/>	
8	Property is located in a historic district	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	
	<b>GENERAL – Other Information:</b>		
11	Location of Mailbox and No. _____	<input type="checkbox"/>	
12		<input type="checkbox"/>	

"Have not lived in - do not know condition."

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advised. This SPD is not intended as a substitute for an inspection of the Property.

**ADVISORY TO SELLER:**

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.



The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

**ADVISORY TO BUYER:**

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.

6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer receipts for a copy of this SPD.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



**RECK AGRI**  
REALTY & AUCTION

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