A.H. TETSELL IRRIGATED LAND AUCTION

November 13, 2025

DUE DILIGENCE PACKET





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DUE DILIGENCE PACKET

Printed: November 7, 2025

A. H. TETSELL IRRIGATED LAND AUCTION

Logan County, CO

TO BE SOLD AT

SINGLE PARCEL AUCTION with RESERVE

Thursday, November 13, 2025

Bidding Opens: 8 am, MT | Bidding Closes: 12 noon, MT

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



535 E Chestnut, P.O. Box 407, Sterling, CO 80751 (970) 522-7770 or 1-800-748-2589 marcreck@reckagri.com www.reckagri.com

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The A. H. TETSELL Property will be offered for sale in 1 parcel. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on November 13, 2025. The auction will "soft close" @ 12:00 noon, MT on November 13, 2025. Bidding remains open as long as there is continued bidding on the parcel. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.

To bid at the online auction: 1.) Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the A. H. Tetsell Irrigated Land 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 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 A. H. TETSELL IRRIGATED Land Auction 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 description, pertinent information, title commitment, and sample contract.

SALE TERMS/PROCEDURE: The "A. H. TETSELL IRRIGATED LAND AUCTION" is an online only auction with RESERVE. The A. H. TETSELL property to be offered as 1 parcel. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the 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 is 15% of the total purchase price which is due upon the signing of the contract(s) 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 of 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 plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 19, 2025. Closing to be conducted by Northeast Colorado Title 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. 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 other matters affected by title documents shown within the title commitment; and zoning, building, subdivi-

sion, and other restrictions and regulations of record. Title commitment is 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).

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, irrigation wells, ditch and reservoir rights, and lateral and canal rights; and all easements and rights-of-way associated with and appurtenant to the property. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, The Farmers Pawnee Canal Company, Logan Well Users Augmentation Plan, and Logan Irrigation District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or delivery of ditch water and stream flows and pumping rates/adequacy of irrigation well. Payment of The Farmers Pawnee Canal Company, Logan Well Users Augmentation Plan, and Logan Irrigation District assessments for the 2025 crop season to be paid by Seller and 2026 assessments paid by Buyer(s). Seller to convey 4 shares of The Farmers Pawnee Canal Company, 119.8 acre rights within the Logan Irrigation District, all their rights, title and interest to the Logan Well Users Augmentation Plan and Irrigation Well Permit #20269 adjudicated in Water Court Case #W-531. Irrigation equipment to include 7 tower Zimmatic Pivot, 40 HP electric motor & pump, & 30 HP Fairbanks Morse electric motor and pit pump.

GROWING CROPS: No growing crops.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcel. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields. Due to government shutdown, no current FSA information is available.

REAL ESTATE TAXES: 2025 real estate taxes due in 2026 to be paid by Seller. 2026 real estate taxes and thereafter to be paid by Buyer(s).

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

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

NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from county tax records. No warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this packet and/or stated at the 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. The prospective Buyer(s) should verify all information contained herein. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Reck Agri Realty & Auction does not offer broker participation for the "A. H. TETSELL IRRIGATED LAND 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





3





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Parcel Information

Legal Description:

Township 8 North, Range 52 West of the 6th PM, Logan County, CO

Section 18: W1/2SW1/4 Except that part lying north and west of The Farmers Pawnee Canal Company Right-of-Way and Irrigation Canal

Section 19: NE1/4N21/4 and the NW1/4NE1/4 Except a tract

See Pages 38-102 for legal description, title commitment, and title exceptions.

Acreage:

46.3± Ac Pivot Irrigated 65.9± Ac Flood Irrigated 12.4± Ac Corners/Grass/Rds

124.6± TOTAL

Land Tenure:

See Soils Map on Page 6.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,510.20. LID Water Assessment (2024): \$658.90. The Farmers Pawnee Canal Company Water Assessment (2025): \$2,000.00

Irrigation Water & Equipment:

Irrigation Well Permit #20269 adjudicated in Water Court Case #W-531. See Pages 7-8 for copy of well permit and TFM test. See Pages 9-10 for copy of Water Court Case #W-531.

110.0 acre rights within the Logan Irrigation District (LID). See Pages 11 for copy of LID Water Map. Currently 9.0 acre rights is being included to this property and subject to approval of the Logan Irrigation District.

4 shares of The Farmers Pawnee Canal Company. See Page 12 for copy of stock certificate.

7-tower Zimmatic Pivot. Irrigation well: 40 HP electric motor & pump.

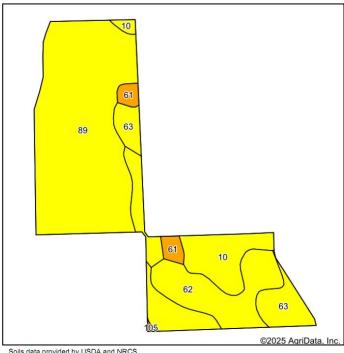
Collection Pond: 30 HP Fairbanks Morse electric motor and pit pump.

Starting Bid:

\$550,000



Soils Map





State: Colorado County: Logan Location: 18-8N-52W Township: Sterling

Acres: 124.6 Date: 10/14/2025





Soils data provided by USDA and NRCS.

Area S	Area Symbol: CO075, Soil Area Version: 19					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Irrigated Bu
89	Platner loam, 0 to 3 percent slopes	73.54	59.0%		IVs	
62	Manter sandy loam, 3 to 5 percent slopes	18.82	15.1%		IVe	120
10	Ascalon sandy loam, 0 to 3 percent slopes	18.06	14.5%		IVc	150
63	Manter sandy loam, 5 to 9 percent slopes	10.58	8.5%		IVe	
61	Manter, sandy loam, 0 to 3 percent slopes	3.40	2.7%		Ille	130
105	Stoneham sandy loam, 3 to 9 percent slopes	0.20	0.2%		Vle	
		3.98	43.4			

Chlorado

OFFICE OF THE STATE ENGINEER, GROUND WATER SECTION WATER SECTION WATER SECTION WATER SECTION.

REGISTRATION NO 2026 90F WELL

Registrant G. H. Titsell	SIATE ENGINEER Date <u>Mov 12</u> 19 <u>5</u> 7
P.O. Address 363 benver St. Sta	WELL LOCATION
Depth 9/ ft. Diameter 14 in.	County from 38
Casing: 94 ft. Plain; 12 ft. Perfor.	Twp. 8 / Rge. 53 W 6 PM
Static Water Level 32 ft. from top	
els iron it.	N
Used for Congation on/at	
(legal description of land or site)	
Water conveyed by fatural, size	W E
Type 14 Size 15 inch	
Driven by Electricity at RPM	
Well was first used guly 8, 1954	S
for Omigation using 5 19. Per Sec. gom	WELL TO BE LOCATED AS ACCURATELY AS POSSIBLE WITHIN A
Well enlarged , 19 to deepened	SMALL SQUARE WHICH REPRESENTS 40 ACRES; OR IF IN A TOWN OR
(gpm)(cfs)(ft)	SUBDIVISION FILL IN THE FOLLOW-ING:
LOG SHOULD BE GIVEN ON REVERSE SIDE IF AVAILABLE	Town or Subdivision
	Street address or Lot and Block
The above well (has) (has not) been registered for 15-1955	on the Office of the State Engineer prior
to May 1, 1957. If Registered give Filing No.	
If NOT Registered prior to May 1, 1957, a \$5. The above statements are true and correct to the	
Subscribed and Sworn before me	no best of my hitowroage and bester.
this /2 cay of /200. 1957	G. A. Tetaell
My commission expires Mar. 6/96/	Registrant
(SEAL) Notary Public	5.
Located in 1-64 district, Togan	NEER'S USE County for Assistation
Registration No. //2 in (-64)	, on , 19
Carda 7/20/58	

	COLORADO Division of Water Resources Department of Natural Resources REASON FOR VERIFICATION (CHOOSE ONLY ONE) FORM 3.1/3.2 WELL MEASUREMENT VERIFICATION FORM-VER. 07/01/20 http://water.state.co.us/groundwater/GWAdmin/UseAndMeasurement Verify TFM (3.1)																				
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					(Dec.		(0	,000.0)	.,		u 44,0	For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.									
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As Owner											tad	Sprii	nkler E			Or		Off		None	
for use of a Correction Coefficient or Power Conversion Coefficient as represented on this test. I understand that this Coefficient (TFM or PCC) will be utilized to								ER INF	FORA	MATION	I (PC	C ONLY):									
calculate diversions associated with this meter.						Serial No Reading															
Requester	Requester Name: Power Company Multiplier:																				
USER C	USER CONTACT: Name/Entity: Kevin Luft / Tetsel farms Phone No.:																				
	TESTER STATEMENT: I hereby state that I am currently a person approved by the State Engineer to conduct well tests pursuant to the appropriate Rules Governing the Measurement of Ground Water Diversions. I have personally conducted measurement verification (TFM or PCC) of the above-described measurement device as required																				
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IN THE WATER COURT IN AND FOR

WATER DIVISION I, STATE OF COLORADO

CASE NO. W-531

IN THE MATTER OF THE APPLICATION FOR) FINDINGS AND RULING WATER RIGHTS OF A. H. TETSELL) OF THE REFEREE

THIS CLAIM, having been filed with the Water Clerk, Water Division I, on February 4, 1971 and the Referee being fully advised in the premises, does hereby find:

- 1. All notices required by law of the filing of this application have been fulfilled, and the Referee has jurisdiction of this application.
- 2. No statement of opposition to said application has been filed, and the time for filing such statement has expired.
 - The name and address of the Applicant is:
 A. H. Tetsell
 303 Denver Street, Sterling, Colorado 80751
 - 4. The name of the structure
 Well No. 1 unregistered
 Well No. 2 unregistered
 Well No. 3 unregistered
 Well No. 4 43031
 Well No. 5 20269
 - 5. The legal description of the structure
 Well No. 1 unregistered is located in the NorthWest 1/4 SouthWest 1/4
 Section 18, Township 8 North, Range 52 West of the 6th P.M., Logan County
 Well No. 2 unregistered is located 594 ft south and 1650 ft west of
 NorthEast 1/4 corner in the NorthWest 1/4 NorthEast 1/4, Section 19,
 Township 8 North, Range 52 West of the 6th P.M., Logan County.
 Well No. 3 unregistered is located 198 ft south and 1914 west of the
 NorthEast 1/4 corner in the NorthWest 1/4 NorthEast 1/4, Section 19,
 Township 8 North, Range 52 West of the 6th P.M., Logan County.
 Well No. 4 43031 is located 1290 ft north and 1512 ft east of the
 SouthWest 1/4 corner in the SouthEast 1/4 SouthWest 1/4, Section 33,
 Township 9 North, Range 53 West of the 6th P.M., Logan County.
 Well No. 5 20269 is located 200 ft east and 1340 ft north of the
 SouthWest 1/4 corner in the NorthWest 1/4 SouthWest 1/4, Section 18,
 Township 8 North, Range 52 West of the 6th P.M., Logan County.
 - 6. The source of water is: groundwater
 - 7. The date of appropriation is:
 Well No. 1 unregistered: 1926
 Well No. 2 unregistered: 1926
 Well No. 3 unregistered: 1911
 Well No. 4 43031: 1911 (redrilled September 10, 1970)
 Well No. 5 20269: July 19, 1954
 - 8. The amount of water claimed:
 Well No. 1 unregistered: 0.0111 cubic feet per second
 Well No. 2 unregistered: 0.0111 cubic feet per second
 Well No. 3 unregistered: 0.0556 cubic feet per second
 Well No. 4 43031: 0.0223 cubic feet per second
 Well No. 5 20269: 4.0 cubic feet per second

9. The use of the water is:

Well No. 1 - unregistered: stock watering

Well No. 2 - unregistered: stock watering

Well No. 3 - unregistered: domestic

Well No. 4 - 43031: stock watering

Well No. 5 - 20269: irrigation

WHEREFORE, the Water Referee rules that A. H. Tetsell be awarded a priority for Well No. 1 - unregistered of 1926 for 0.0111 cubic feet per second for stock watering purposes; a priority for Well No. 2 - unregistered of 1926 for 0.0111 cubic feet per second for stock watering purposes; a priority for Well No. 3 - unregistered of 1911 for 0.0556 cubic feet per second for domestic purposes; a priority for Well No. 4 - 43031 of 1911 for 0.0223 cubic feet per second for stock watering purposes; and a priority for Well No. 5 - 20269 of July 19, 1954 for 4.00 cubic feet per second for irrigation purposes.

DATED this Dollar of leaguest, 1971.

Thomas J. Aron, Jr.

Water Referee

Water Division I

State of Colorado

He protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the Judgment and Dacree of this court.

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1 2	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-8-24) (Mandatory 8-24)
3 4 5	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.
6 7	CONTRACT TO BUY AND SELL REAL ESTATE
8	(LAND)
9	(Property with No Residences)
10	(Property with Residences-Residential Addendum Attached)
11 12	Date:
13	AGREEMENT
14 15	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).
16	2. PARTIES AND PROPERTY.
17	2.1. Buyer (Buyer) will take title
18	2.1. Buyer. (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other
19	2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.
20	2.3. Seller(Seller) is the current
21	owner of the Property described below.
22 23	2.4. Property. The Property is the following legally described real estate in the County of, Colorado (insert legal description):
24	(msert legal description).
25	
26	
27	
28	
29 30	known as:
31	Street Address City State Zip
32 33	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).
34	2.5. Inclusions. The Purchase Price includes the following items (Inclusions):
35	2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price
36	unless excluded under Exclusions:
37	
38	
39	If any additional terms are stocked to the Department of the data of this Contract and additional items are also included in the
40 41	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.
42	2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
43	Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
44	encumbrances, except:
45	
46	
47 48	
48 49	Buyer Will Will Not assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
50	(Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
51	such approval this Contract terminates.
52	

53 54 55 56 57 58 59	applicable leg	2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer
60 61 62 63	under §10.6. (I ☐ Will Not assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not pproval this Contract terminates.
64 65 66 67 68 69	of the name of (Solar Power Plan su	2.5.5. Solar Power Plan. If the box is checked, Seller has entered into a solar power purchase agreement, regardless title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity Plan) that will remain in effect after Closing. Buyer Will Will Not assume Seller's obligations under such Solar bject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party g. If Buyer does not receive such approval this Contract terminates.
70 71 72 73	2.6.	Exclusions. The following items are excluded (Exclusions):
74 75 76 77 78 79	_	Water Rights, Well Rights, Water and Sewer Taps. 2.7.1. Deeded Water Rights. The following legally described water rights:
80 81 82 83 84 85 86		Any deeded water rights will be conveyed by a good and sufficient deed at Closing. 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 5., will be transferred to Buyer at Closing:
87 88 89		2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
90 91 92 93 94	Buyer must, p with the Cole registration of	rior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered rado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a existing well form for the well and pay the cost of registration. If no person will be providing a closing service in the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
95 96 97		Water Stock. The water stock to be transferred at Closing are as follows:
98 99 100 101 102 103		2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being art of the Purchase Price as follows:
103 104 105		or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of emaining to be paid, if any, time and other restrictions for transfer and use of the taps.
106 107 108	§ 2.7.3. (Well	Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory

Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

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to Buyer on or before the Water Rights Examination Deadline.

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 $\begin{array}{c} 110 \\ 111 \end{array}$

2.8.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
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	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential	
	_	Addendum attached)	
		Loan and Credit	
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	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
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	
		Inspection and Due Diligence	
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	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

- **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.
- **3.3.2.** Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.
- **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

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		TOTAL	\$	\$

37	4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ (Seller Concession). The Seller
38	Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
39	and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
40	Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
41	other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
42	elsewhere in this Contract.
43	4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a, will be
44	payable to and held by (Earnest Money Holder), in its trust account, on behalf of
45	both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree

have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado

to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the

company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to

residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

- **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
- 4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled 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 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release 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 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
- 4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", \$ 20.2. and \$ 21, unless Seller is entitled to the Earnest Money due to a Buyer default.
- 4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.
 - 4.4. Form of Funds; Time of Payment; Available Funds.
- **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).
- **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.
- **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, \square **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
 - 4.5. New Loan. (Omitted as inapplicable)

- **4.5.1.** Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.
- 4.5.2. Buyer May Select Financing. Buyer may pay in eash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

eauses the amount of eash required from Buyer at Closing to be increased by more than \$______, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before Closing Date.

Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery oh or before Loan Transfer Approval Deadline—at Closing of an appropriate

letter of commitment from lender. Any cost payable for release of liability will be paid by _____in_an_amount not to exceed \$______.

This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.

4.7. Seller or Private Financing. (Omitted as inapplicable)

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifies of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing,

Buyer

Seller will deliver the proposed Seller financing documents to the other party on or before

days before Seller or

Private Financing Deadline.

- 4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before Seller or Private Financing Deadline, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.
- 4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before Seller or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

- 5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.
 - 5.2. New Loan Terms; New Loan Availability.

- 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 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit 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 satisfactory to Buyer, in Buyer's sole subjective discretion.
- 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 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the New Loan Availability Deadline if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
- 5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller 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 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 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before Disapproval of Buyer's Credit Information Deadline.
- 5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

- **6.1.** Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
- **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection Deadline:

- 6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
- 6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
 - 6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of Appraisal Resolution Deadline).
 - 6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.
- **6.4.** Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
 279 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
 280 agent or all three.
 - 7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).
 - 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
 - 7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.
 - 7.3. Association Documents. Association documents (Association Documents) consist of the following:
 - **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.:
 - 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
 - 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);
 - 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;
 - 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of 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 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, 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 receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE. RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title. See Due Diligence Packet

- 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, 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 and delivered to Buyer as soon as practicable at or after Closing.
- 8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

- **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).
- **8.1.5.** Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.
- 8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.
- 8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to 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

required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, 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 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

- 8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New 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 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the 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 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.
- 8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is:_________.
- 8.5. Tax Certificate. A tax certificate paid for by Seller Buyer, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before Record Title Objection Deadline. Should Buyer receive the Tax Certificate after Record Title Deadline, Buyer, at Buyer's option, 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 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.
- 8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first 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 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of 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 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before Third Party Right to Purchase/Approve Deadline, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.
- 8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) 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 applicable deadline, Buyer has the following options:
- 8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the

436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the 437 applicable documents; or

- **8.7.2.** Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.
- **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.
- 8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.
- 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.
- 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.
- 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.
- **8.8.5.** Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.
- 8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

9. NEW ILC, NEW SURVEY.

469	9.1. New ILC or New Survey. If the box is checked	l, (1)
470	New Survey in the form of	; is required and the following will apply:
471	9.1.1. Ordering of New ILC or New Surve	y. Seller Buyer will order the New ILC or New Survey. The
472	New ILC or New Survey may also be a previous ILC or surv	ey that is in the above-required form, certified and updated as of a date
473	after the date of this Contract.	
474	9.1.2. Payment for New ILC or New Surve	y. The cost of the New ILC or New Survey will be paid, on or before
475	Closing, by: Seller Buyer or:	

- 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ______ will receive a New ILC or New Survey on or before New ILC or New Survey Deadline.
- 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.
- 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.
- 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:
 - 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or
- 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

- 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.
- 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.
- 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material 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 and Inclusions 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):

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before such termination (i.e., on or before expiration of Due Diligence Documents Resolution Deadline).

- 608 10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or 609 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due 610 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence 611 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due 612 Diligence Document. 613 10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents Objection 614 Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over 615 the Property, in Buyer's sole subjective discretion. 616 10.6.4. Due Diligence - Environmental. Buyer has the right to obtain environmental inspections of the Property 617 including a Phase I Environmental Site Assessment. Seller Buyer will order or provide a current Phase I Environmental 618 619 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of Seller Buyer 620 621 (Environmental Inspection). 622 If the Phase I Environmental Site Assessment, the Environmental Site Assessment, the Environmental 623 Inspection Termination Deadline will be extended by days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the 624 Closing Date will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II 625 **Environmental Site Assessment.** 626 627 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the 628 Right to Terminate under § 24.1., on or before Environmental Inspection Termination Deadline, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole 629 subjective discretion. 630 631 10.6.5. Due Diligence - ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be conducted at 632 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, 633 634 if any. 635 Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any unsatisfactory 636 ADA Evaluation, in Buyer's sole subjective discretion. 10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property 637 638 owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale 639 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 640 receive Buyer's Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this 641 642 provision. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer Does Not 643 10.8. acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for 644 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit. 645 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND 646 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO 647 648 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES. 649 10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned 650 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into 651 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld 652 653 or delayed. 10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable] 654 10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable] 655 656 10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable] 11. TENANT ESTOPPEL STATEMENTS. 657 11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must 658 659
 - 11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:
 - 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
 - 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
 - 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

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666	11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;				
667	11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and				
668	11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease				
669	demising the premises it describes.				
670 671	11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed				
671 672	Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.				
672	required in §11.1. above and deriver the same to Buyer on or before Estopper Statements Deathine.				
673	11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before Estoppel				
674	Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if				
675	Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to				
676	waive any unsatisfactory Estoppel Statement.				
677	CLOSING PROVISIONS				
678	12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.				
679	12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable				
680	the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is				
681	obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a				
682	timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any				
683	additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and				
684	Seller will sign and complete all customary or reasonably required documents at or before Closing.				
685	12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not executed with				
686	this Contract.				
687	12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as				
688	the Closing Date or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the				
689	Property. The hour and place of Closing will be as designated by				
690	12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between				
691	different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).				
692	12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer				
693	must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such				
694	leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).				
605	13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender				
695 696	13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:				
697	special warranty deed \square general warranty deed \square bargain and sale deed \square quit claim deed \square personal representative's deed				
698	deed. Seller, provided another deed is not selected, must execute and deliver a good and				
699					
700	Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general				
701	warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.				
- 0-	14 DAYMENTE OF LIENG AND ENGLINDS INCOME.				
702	14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens				
703	or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special				
704 705	improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.				
703	at of before Closing by Sener from the proceeds of this transaction of from any other source.				
706	15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND				
707	WITHHOLDING.				
708	15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required				
709	to be paid at Closing, except as otherwise provided herein.				
710	15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller				
711	One-Half by Buyer and One-Half by Seller Other				
712	15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to				
713	promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees				
714	associated with or specified in the Status Letter will be paid as follows:				
715	15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.				
716	15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer				
717	and One-Half by Seller N/A.				

718 719	15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other					
719	similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by Buyer Seller One-Half by					
720 721	Buyer and One-Half by Seller N/A. 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by					
721	Buyer Seller One-Half by Buyer and One-Half by Seller N/A.					
723	15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by					
724	Buyer and One-Half by Seller N/A.					
725	15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by					
726	□ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller □ N/A.					
727	15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,					
728	such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller					
729	One-Half by Buyer and One-Half by Seller N/A.					
730	15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed					
731	\$ for:					
732	☐ Water District/Municipality ☐ Water Stock					
733	Augmentation Membership Small Domestic Water Company					
734	and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.					
735	15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be					
736	paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.					
737	15.9. FIRPTA and Colorado Withholding.					
738	15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be					
739	withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the					
740	amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller Is a foreign					
741	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					
742	person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably					
743	requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to					
744	withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or					
745	if an exemption exists.					
746	15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds					
747 748	be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding					
748 749	is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's					
7 49 750	tax advisor to determine if withholding applies or if an exemption exists.					
750	tax advisor to determine it withholding applies of it all exemption exists.					
751	16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet					
752	16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:					
753	16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes					
754	for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy					
755	and Most Recent Assessed Valuation, Other					
756	16.1.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit					
757	to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in					
758	writing of such transfer and of the transferee's name and address.					
759	16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and					
760	16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.					
761	advance will be credited to series at Closing. All Association assessments and dues (Association Assessments) paid in					
762	Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments					
763	for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing					
764	Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer					
765	Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of					
766	Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in					
767	Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current					
768	regular assessments and Association Assessments are subject to change as provided in the					
769	Governing Documents.					
770						
771	17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time,					
771 772	subject to the Leases as set forth in § 10.6.1.1 As stated in A. H. Tetsell Irrigated Land Auction Due Diligence Packet Printed November 7, 2025.					
773						
7 <u>73</u> 774	If Seller, after Closing occurs, fails to deliver possession as specified. Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$_per_day (or any part of a day)					
, , т	nacio to Dayor, not withounding § 20.2. (It belief is in Default), for payment of φ <u>per day (or ai</u> ly part of a day					

notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

- 18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
- 18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss 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 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to 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 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.
- 18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.
- 18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.
- 18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
- 18.5. Risk of Loss Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne 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 the growing crops.
- 19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.
- **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
 - **20.1.** If Buyer is in Default:

20.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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

amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may 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 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

- **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.
- **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.
- 21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
- 22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.
- 23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

- **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.
- **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.
- 25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or

obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. 884 Any successor to a party receives the predecessor's benefits and obligations of this Contract. 885

26. NOTICE, DELIVERY AND CHOICE OF LAW.

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- 26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).
- 26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or
- **26.3. Electronic Delivery**. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.
- 26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with 898 899 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado. 900
- 901 27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before 902 903 Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and 904 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such 905 copies taken together are deemed to be a full and complete contract between the parties.
- 28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited 906 to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, 907 Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due 908 Diligence and Source of Water. 909
- 910 29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as 911 follows: 912 __% of the Purchase Price or \$___ __ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is 913 914 paying on behalf of Buyer elsewhere in this Contract. 915 **29.2.** ____% of the Purchase Price or \$___ _ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract. 916 **29.3.** % of the Purchase Price or \$ by a separate agreement between Buyer's brokerage firm and 917 Seller's brokerage firm. 918 919

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate 920 921 Commission.)

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31.2. Documents Not Par	of Contract. The followi	ng documents have been provided but a	re not a part of this Cor		
31.2. Documents Not 1 at	to contract.	ing documents have been provided but a	te not a part of this cor		
	ST.				
	SIC	GNATURES			
Buyer's Name:		Buyer's Name:			
uyer's Signature	Date	Buyer's Signature	Date		
ddmassi	Bute	A ddmaga.	Dute		
hono No .		Dhona No .			
NOTE: If this offer is being co	untered or rejected, do no	<u> </u>			
eller's Name:		Seller's Name:			
eller's Signature	Date	Seller's Signature	Date		
Address:		Address:			
hone No.:		Phone No.:			
		Fax No.: Email Address:			
ax No.: mail Address:	END OF CONTRACT TO BUY AND SELL REAL				
mail Address:	CONTRACT TO E	BUY AND SELL REAL ES			
mail Address:	CONTRACT TO E	BUY AND SELL REAL ES			

	se of Earnest Money will be made wovided the Earnest Money check has	ithin five days of Earnest Money Holder's receipt of the executed cleared.
Broker is working with Buyer	as a 🔲 Buyer's Agent 🔲 Transa	action-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	n or commission is to be paid as speci	fied in §29 above.
		For disclosure purposes only and does NOT create any claim for ge firms must be entered into separately and apart from this
Dueltonege Firm's License #		
	Broker's Signature	Date
Address:		
Phone No.: Fax No.: Email Address:		
B. Broker Working with S	eller	
Money Holder and, except as particular Terminate or other written not mutual instructions. Such release	provided in § 23, if the Earnest Monice of termination, Earnest Money l	oney deposit. Broker agrees that if Brokerage Firm is the Earnest ey has not already been returned following receipt of a Notice to Holder will release the Earnest Money as directed by the written ithin five days of Earnest Money Holder's receipt of the executed cleared.
Broker is working with Seller	as a Seller's Agent Transac	tion-Broker in this transaction.
Customer. Broker has no	brokerage relationship with Seller. S	See § A for Broker's brokerage relationship with Buyer.
Brokerage Firm's compensation	n or commission is to be paid by	Seller Buyer Other
		For disclosure purposes only and does NOT create any claim for ed 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:		

EXHIBIT A

- 30-1.) Buyer(s) is the high bidder for the Property identified herein at the A. H. Tetsell Irrigated Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held November 13, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the A. H. Tetsell Irrigated Land Auction Due Diligence Packet Printed November 7, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. 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 DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.
- 30-2.) 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.
- 30-3.) On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspect the Property, has acknowledged receipt and review of DDP and has understood and agreed to all statements made by the Auction Company regarding the bidding, order of procedure and protocol, and any amendments or modifications to the DDP. Buyer(s), 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, accepts the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.
- 30-4.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDB24-8-24) (Mandatory 8-24)

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.

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:
or real estate which substantially meets the following requirements:
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:	
	s transaction-broker and Buyer is a customer. Broker intends to Prepare and convey written offers, counteroffers and agreements transaction-broker of Buyer.
	okerage for Other Properties. When Broker is the seller's agent roker is not the seller's agent or seller's transaction-broker, Broker roker is <u>not</u> the agent of Buyer.
☐ Transaction Brokerage Only. Broker is a transaction agent of Buyer.	on-broker assisting the Buyer in the transaction. Broker is <u>not</u> the
	ential information to the supervising broker or designee for the broker or designee does not further disclose such information etriment of Buyer.
DISCLOSURE OF SETTLEMENT SERVICE COSTS vary between different settlement service providers (e.g., at	8. Buyer acknowledges that costs, quality, and extent of service ttorneys, lenders, inspectors and title companies).
THIS BROKERAGE DISCLOSURE TO BUYER IS NO BROKER'S WORKING RELATIONSHIP.	OT A CONTRACT. IT IS BROKER'S DISCLOSURE OF
If this is a residential transaction, the following provision approximation of the second sec	pplies:
MEGAN'S LAW. If the presence of a registered sex offend must contact local law enforcement officials regarding obtains	der is a matter of concern to Buyer, Buyer understands that Buyer ining 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:	
Ducken	
Broker	

BUYER'S BROKER'S COMPENSATION AGREEMENT

Compensation charged by brokerage firms is not set by law and is fully negotiable.

In consideration of the services to be performed by Buyer's Broker as Buyer's transaction-broker, Buyer's Broker's
brokerage firm (Brokerage Firm) will be paid a fee equal to% of the purchase price or \$
(Success Fee) with no discount or allowance for any efforts made by Buyer or any other person. Unless approved by Buyer,
in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by listing
brokerage firm or seller.

The Success Fee is earned by Brokerage Firm upon Buyer's Broker performing services that result in Buyer entering into a contract to purchase property acceptable to Buyer and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived; such fee is due and payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

Broker is authorized and instructed to request payment of the Success Fee from one or both of the following: (1) the seller's brokerage firm; (2) seller. Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

Buyer: N/A Buyer's Brokerage Firm: N/A

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: 254784
Property Address: W2SW4 8-52 SEC 18,

NE4NW4 & NW4NE4 8-52 SEC 19 Sterling, CO 80751

Revision Number: 1

SCHEDULE A

1. Commitment Date: October 8, 2025, at 7:00 am

Policy to be Issued: TO BE DETERMINED

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- The Title is, at the Commitment Date, vested in
 A H Tetsell Farm & Ranch, a Colorado general partnership
 and, as disclosed in the Public Records, has been since December 27, 2013
- The Land is described as follows: SEE ATTACHED EXHIBIT "A"

Premiums

To Be Determined Commitment

\$300.00

\$300.00

WESTCOR LAND TITLE INSURANCE COMPANY

By:

Authorized Signatory

This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

File No.: 254784

EXHIBIT A

The Land is described as follows:

TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO: SECTION 18: THE W1/2SW1/4 EXCEPT THAT PART LYING NORTH AND WEST OF THE FARMER'S PAWNEE CANAL COMPANY RIGHT-OF-WAY AND IRRIGATION CANAL

SECTION 19: THE NE1/4NW1/4 AND THE NW1/4NE1/4 EXCEPT A TRACT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NW1/4NE1/4 OF SECTION 19; THENCE SOUTH 1°23'45" EAST ALONG THE EAST LINE OF SAID NW1/4NE1/4 A DISTANCE OF 1327.00 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4NE1/4; THENCE SOUTH 89°07'45" WEST ALONG THE SOUTH LINE OF SAID NW1/4NE1/4 A DISTANCE OF 446.88 FEET; THENCE SOUTH 89°02'25" WEST ALONG THE SOUTH LINE OF SAID NW1/4NE1/4 A DISTANCE OF 39.31 FEET; THENCE NORTH 12°37'20" WEST A DISTANCE OF 214.61 FEET; THENCE NORTH 31°08'45" WEST A DISTANCE OF 680.93 FEET; THENCE NORTH 31°31'00" WEST A DISTANCE OF 217.25 FEET; THENCE NORTH 12°18'30" WEST A DISTANCE OF 77.78 FEET; THENCE NORTH 0°41'10" WEST A DISTANCE OF 250.96 FEET TO A POINT ON THE NORTH LINE OF SAID NW1/4NE1/4; THENCE NORTH 88°16'25" EAST ALONG THE NORTH LINE OF SAID NW1/4NE1/4 A DISTANCE OF 986.48 FEET TO THE POINT OF BEGINNING

This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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:

- 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.
- Rights or Claims of parties in possession not shown by the public records. 2.
- 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.
- 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.
- Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents. 7.
- 8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 9. Road Petition to the Board of County Commissioners of Logan County, Colorado recorded October 10, 1880 in Book 2 at Page 31 of the Logan County, Colorado records. (Section 19)
- 10. Reservations, if any, as stated in The United States of America patent recorded February 9, 1899 in Book 21 at Page 477. (Section 18)
- 11. Reservations, if any, as stated in The United States of America patent recorded June 10, 1909 in Book 74 at Page 214. (Section 19)
- 12. Right of Way Grant to The Toronto Pipe Line Company recorded September 10, 1952 in Book 420 at Page 545, Reception No. 363937; Assignment of Easements recorded January 21, 1954 in Book 437 at Page 34, Reception No. 372844; Assignment recorded October 8, 1996 in Book 906 at Page 794, Reception No. 620562; and Assignment recorded August 27, 2003 in Book 947 at Page 997, Reception No. 659941 of the Logan County, Colorado records together with any and all assignments thereof or interests therein, (Section 18)
- 13. Conveyance of an undivided 1/4 interest in and to all of the oil, gas and other minerals in and under and that may be produced from the described real property as stated in Warranty Deed recorded January 12, 1970 in Book 643 at Page 385, Reception No. 484820 of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Both Sections)
- 14. Conveyance of an undivided 1/4 interest in and to all of the oil, gas and other minerals in and under and that may be produced from the described real property as stated in Warranty Deed recorded January 12, 1970 in

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CM-37S ALTA Commitment for Title Insurance (ALTA Adopted 07-01-2021)-SCHEDULES A, BI and BI



- Book 643 at Page 387, Reception No. 484822 of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Both Sections)
- 15. Conveyance of an undivided 1/4 interest in and to all of the oil, gas and other minerals in and under and that may be produced from the described real property as stated in Warranty Deed recorded January 12, 1970 in Book 643 at Page 389, Reception No. 484824 of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Both Sections)
- 16. Findings and Ruling of the Referee In the Water Court In and For Water Division I, State of Colorado Case No. W-531 recorded January 13, 1972 in Book 664 at Page 103, Reception No. 492691 of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Both Sections)
- 17. 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, Reception No. 637374 of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Both Sections)
- 18. Easements, rights of way and/or encroachments as shown on Subdivision Exemption Plat No. 2016-03 for A.H. Tetsell Farm and Ranch recorded January 19, 2016 in Book 1015 at Page 684, Reception No. 727511. (Section 19)
- 19. Taxes and assessments for the year 2025 a lien but not yet due and payable.

COLO.-(1150.)-des Sorie somme le Orien, repe, Sorie 2 Oc. P.

30000

PETITION.

County, Colorado. To the Honorable Board of County Commissioners of

GENTLEMEN:

Is hence that on dection die ultraver, We, the undersigned, Citizens of your County, respectfully represent that the necessities of the public require a county wagen road to belaid % 5% aut as follows, to wit: Commencing at 1/2 (1/2 arracs of 2/2 (9 - 8. Courty Road

8-03

No. of Street, Street,

My Commond

Said road to be not less than sixty (60) feet in width.

We therefore petition your honorable body to cause to be laid out and opened a County road as above described, and un, the owners of the laid through which said road is sought to be laid out, in consideration of the sum of one dollar to us each and severally in hand paid by the said County of through which said road, nevery agree to give the rightly way through our lands assistant by the plat accompanying this petition and relinquish all claims for damage by reason thereof. The said proposed line of road is nove fully shown by the following in up or plat to which reference is herein mode, the same being in NADTIE.

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THE UNITED STATES OF AMERICA,

Certificate No. 4073
To all to Whom these Presents shall come, GREETING:
Whereas, John Guapp, of Weld County, Colorado
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office
Dewir, Colorado whereby it appears that full payment has been made by the san
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled,"An Act making further pr
vision for the sale of the Public Lande" and the gate overland that
of Section Eighteen in Town ship Eight North, of Range Jifty two west, of the Sixth Bincipal Meridian in Co order, Containing one hundred and fifty seven acres fifty hundredths of an acre.
Fifty nundreditis of an acre.
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by to
Surveyor General, which said Tract has been purchased by the said John Mush
Now Know Ye, That the United States of America, in consideration of the premises, and in conformi
with the several Acts of Congress in such case made and provided, have given and granted, and by these present
do give and grant unto the said folis Snapp
and to Mush heirs, the skid Tract above described: To Have and to Hold the same, together with a the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same of
John Strapp
and to heirs and assigns forever; subject to any vested and accrued water rights for mining, agr
cultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with suc
water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, an
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, Srover Cleveland President of the United States of Ameri
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 Marist, in the year of our Lord one thousand eight six, and of the Independence of the United States the one hundred and Elements.
States the one hundred and Grover Colemptand BY THE PRESIDENT: Grover Colemptand
By M. M. Secretar
SN. Clank Becorder of the General Land Offic
Recorded, Vol. 8 Page 6.0
Filed for Record the 9" day of Febru A. D. 1899, at 445 o'clock P.

Deputy.

THE UNITED STATES OF AMERICA.

Certificate No. 45 38	
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:	
Whereas, John C. Strahom of Weld County Colorado	*****
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office	at
Luner Colora do whereby it appears that full payment has been made by the se	uid
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further p	ro-
vision for the sale of the Public Lands," and the acts supplemental thereto, for The South half of the South East quarter of section eighteen and the north West quarter of the North East quarter of the North Nest quarter of the Eight North of A angle Lifty two West of the Sixt Principal Meridian in Colorado Containing one	je he
new area, rance, regard, cos. co.	
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Survey General, which said Tract has been purchased by the said	/01°
NOW KNOW YE, That the United States of America, in consideration of the premises, and in conform	itu
with the several Acts of Congress in such case made and provided, have given and granted, and by these presen	
do give and grant unto the said John 6. Strahorn	
and to heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same	
and to heirs and assigns forever; subject to any vested and accrued water rights for mining, age cultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with su water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, a also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should a same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserve from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the	ich nd the ved
United States	
IN TESTIMONY WHEREOF, I, Sover Cleveland President of the United Sta	tes
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 westymists day of October in the year of our Lord one thousand me	k.,
hundred and sightly sight, and of the Independence of the Unit	
BY THE PRESIDENT: Stover Cleveland By M. M. LAND Secreta	P71.
Deflet Recorder of the General Land Offi	
Recorded, Colorado Vol. J. Page 28 ad naterin	
Filed for Record the 10th day of June 1. D. 1909, at 1120 clock G. M. Mary E. Price Recorder	
By S. N. Young Depu	ty.

Reception No. 363937 Recorded Sept. 10,1952

8:00 o'clock A.M. Donnell Lawrence, Recorder

RIGHT OF WAY GRANT

APO page 50.0

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BOOK 437 PAGE 34
STATE OF COLORADO
COUNTY OF LOGAN

Reception No. 3728111 Recorded Jan. 21,1954

8:00 o'clock AM. Donnell Lowrence, Becorder

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE TORONTO PIPE LINE COMPANY, a Delaware corporation, having permit to do business in the State of Colorado with its principal operating office at Dallas, Texas, (hereinafter referred to as Assignor), does hereby bargain, transfer and convey without warranty, express or implied, unto the SHELL PIPE LINE CORPORATION and THE TEXAS PIPE LINE COMPANY, their successors and assigns, (hereinafter referred to as Assignees), an undivided Two-Thirds (2/3) of all its right, title and interest in and to those certain Right of Way Easements and Grants described in Exhibit "A" attached hereto insofar as said rights cover the lands described in said Exhibit "A". It being understood that the Shell Pipe Line Corporation and The Texas Pipe Line Company shall share equally the rights granted hereby.

Any and all annual rentals that may become due and payable under the terms hereof shall be paid One-Third (1/3) by The Toronto Pipe Line Company, One-Third (1/3) by The Texas Pipe Line Company and One-Third (1/3) by the Shell Pipe Line Corporation.

This assignment is made specificly subject to all of the terms, covenants and conditions of that certain contract between the parties hereto dated April 1, 1952, dealing with the construction and operation of the Sterling Pipe Line System.

The terms, covenants and conditions hereof shall be binding on and shall inure to the benefit of the Assignor and the Assignees, and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land described in Exhibit "A" attached hereto and with each transfer or assignment of said land.

TO HAVE AND TO HOLD said Right of Way Easements and Grants unto the Assignees, their successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

THE TORONTO PIPE LINE COMPANY STATE OF TEXAS County of Dallas The foregoing instrument was acknowledged before me this My day of Nousalet , 1953, by ROBERT E, KEPKE as Vice-President and MAYO E. McKEOWN as Secretary, of THE TORONTO PIPE LINE COMPANY, a corporation. My notarial commission expires June 1, 1955. Witness my hand and official seal.

Notary Public in and for Dallas County, Texas

IMOGENE WILSON

MVECT	
COUNTY,	
Y, STATE	
OH)	
COLORADO	

	P-8	P-7	7- 6	P-5	4 -0.	P-3	7	1-4	
	David A. Hamil and Donald W. Hamil	Frank Mittelstadt	Vern R. Harley	John Bianco and Nora Bianco	Clifford C. Knudson and Helen N. Knudson	Alex Meisner and Lydia Meisner	Charles Guenzi	Rollie H. Rowan	Grantor
	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
	October 30, 1952	June 28, 1952	October 13, 1952	June 16, 1952	June 17, 1952	June 17, 1952	June 16, 1952	August 1, 1952	Dated
	428	419	423	419	419	614	\$ 6 T †	420 5	Recording Reference Book Page
	426	222	253	221	218	219	220	541	ding ence Page
Twp.9N, Rge.52W of 6th P.M. as more particularly shown on plat attached to right of way grant.	A right of way strip not to exceed 50' in width across the E/2 of Sec.19 and the NE/4 of the NE/4 of Sec.30,	The W/2 of the NE/4 of Sec. 30, Twp.9N, Rge. 52W of 6th P.M.	Se	The E/2 of Sec.31, Twp.9N, Rge.52N of 6th P.M.	The S/2 of the NW/4 and Lots 3 and 4 of Sec.5, Twp.8N, Rge.52W of 6th P.M.	The SW/4 of Sec. 5, Twp.8N, Rge.52W, of 6th P.M.	The W/2 of the NW/4 of Sec.8, Twp.8N, Rge.52W of 6th P.M.	The W/2 of the SW/4 of Sec.8, Twp.8N, Rge.52W of 6th P.M.	Description of Land in Logan County, Colorado

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4. 4. 3.	egge				٠		BOOK	437	PAGE (37
P-17	P-16	P-15	P-14			P-13	P-12	P-10	9- 9	وريد الما الدون والمد
Mae B. Green			Ray E. Reike and Esther G. Reike			Raymond T. Fortner	D. E. Kellogg and Ella Kellogg	Arthur A. Smith and Martha Haley Smith	Arthur R. Todenhoft	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company			The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
October 27, 1952	August 20, 1952	November 10, 1952	June 30, 1952			October 21, 1952	June 18, 1952	June 12, 1952	August 12, 1952	Dated
423	420	423	419			423	419	419	420	Recording Reference Book Page
251	546	476	226			244	225	223	538	ding Tence Page
That part of the SW/4 of Sec.27, Twp.10N Rge.52W, lying West of the C. B. & Q. Railroad right of way.	The SE/4 of Sec.33, Twp.10N, Rge.52W, and SW/4 of Sec.4 and the N/2 of Sec.4, Twp.9N, Rge.52W of 6th P.M.	A strip of land not exceeding 50' in width across the NW/4 of Sec. 9, Twp.9N, Rge.52W, of 6th P.M.	The NE/4 of Sec.8, Twp.9N, Rge.52W of 6th P.M.	straight line in a Northerly direction straight line in a Northerly direction to a point 1028' East of the Northwest corner of the above described quarter section, all in the SE/4 of Sec.8, Twp.9N, Rge.52W of 6th P.M.	corner of the SE/4 of Sec.8, Twp.9N,	A strip of ground not exceeding 50' in width; the center line of said strip to he located 844' East of the Southwest	The NE/4 of Sec.17, Twp.9N, Rge.52W of 6th P.M.	The SW/4 and the East 3 acres of the NW/4 of Sec.17 and the E/2 of the SW/4 of Sec.8, Twp.9N, Rge.52W of the 6th P.M.	ec.20, Twp.9N, Rge.5	Description of Land in Logan County, Colorado

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	ತ	€		a) 18		17.1	Additional values values and the second seco	
	Ruth Meyer	Clarence Davidson	in the second of	Theodore D. Brown, Administrator of Estate of Wilhelmina Davidson deceased		Chicago, Burlington & Quincy Railroad Company	Mae B. Green	Grantor
	The Toronto Pipe Line Company	The Toronto Pipe Line Company		The Toronto Pipe Line Company		The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
	October 25, 1952	October 15, 1952		February 26, 1953		October 21, 1952	June 13, 1952	Dated
	424 234	426 430		427 242			419 227	Recording Reference Book Page
の 1997年 - 19	A strip of land not exceeding 50' in width out of the NW/4 of Sec. 27, Twp.10N, Rge.52W of the 6th P.M. the center line	The NW/4 of Sec.27, Twp.10N, Rge.52W of the 6th P.M.	point 404' East of the Southwest corner of the NW/4 of Sec.27, Twp.10N, Rge.52W of the 6th P.M., thence on a magnetic bearing of North 07° 50' West 825', thence on a magnetic bearing North 83° 46' East a distance of 303', thence on a magnetic bearing of North 38° 35' East 2402' to a point on the East side of the said NW/4, a distance of 483' South of the Northeast corner thereof.	A strip of ground located in the NW/4 of Sec.27, Twp.10N, Rge.52W of the 6th P.M., not to exceed 50' in width, the	mile post 101.68, 1.33 miles South of Buchanan, Colorado, more particularly set forth in railroad print 1277-146 attached to the above mentioned pipe line contract.	tain right of way g for pipe line gran Q. Railroad Company Sec. 27, Twp. 10N, Rg	The NE/4 of Sec.33; the E/2 of the SE/4 and the SW/4 of the SE/4 of Sec.28, Twp.10N, Rge.52W of the 6th P.M.	Description of Land in Logan County, Colorado

P-22		P-20			(a)) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	врок 437	PAGE 39	
e K. On assburr	in Fact for Winnifred S. Erb. John J. Ommen and	Winnifred S. Erb and	Lester Davidson	Fern Pavelka	Frank Davidson	Ellis Davidson			Grantor
Line Company The Toronto Pipe Line Company	The T	Line Company The Toronto Pipe Line Company	Company	The Toronto Pipe Line Company	parent.	The Toronto Pipe Line Company			Grantee
June 13, 1952	August 23, 1952	28	October 29, 1952	October 27, 1952	November 5, 1952	October 5, 1952		5	Dated
419 228	420 536		424 238 424 239		424 236	424 235			Recording Reference Book Page
	The SE/4 of Sec.22, Twp.10N, Rge.52W of the 6th P.M.	of the 6th P.M. The NE/4 of Sec.27, Twp.10N, Rge.52W of the 6th P.M.	27, Twp.10N, Rg	NW/4 of the 6th I	Twp.10N, Rg	The NW/4 of Sec.27, Twp.10N, Rge.52W of the 6th P.M.	303'; thence on a magnetic bearing magnetic state of the East 38° 35' East 2402' to a point on the East side of said NW/4 of Sec.27, a distance of 483' South of the Northeast corner thereof.	southy Southy 27; th orth (Description of Land in Logan County, Colorado

25-5

BOOK	437	PAGE	40								
F- 33	P-32	P-31	P-30	P-29	P-28	P-27	P-26	P-25	P-24	P-23	
Joe C. Oliverius and Elsie Oliverius	George H. Bartels and Helen F. Bartels	Henry E. Rice and Estella Rice	Roy E. Gillham and Orpha J. Gillham	William L. Hawkins and Ella L. Hawkins	J. P. McKenzie	A. E. Sponsler	R. E. McRea and Delena McRea	Ernest J. McCluskey	Adam Trupp and Viola Pearl Trupp	Minnie Preston	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
June 20, 1952	June 21, 1952	June 20, 1952	June 16, 1952	November 4, 1952	June 16, 1952	October 20, 1952	June 12, 1952	June 12, 1952	August 5, 1952	June 13, 1952	Dated
, 6Tt	<u>е</u>	419	419	424	1 20	£24	644	6 T 1	420	419	Reference Book Pag
234	233	232	237		230	254	229	237	540	224	ing nce Page
The W/2 of Sec.9, Twp.11N, Rge.51W of the 6th P.M.	The SE/4 of Sec.8, Twp.11N, Rge.51W of the 6th P.M.	The W/2 of Sec.17, Twp.11N, Rge.51W of the 6th P.M.	The NE/4 of Sec.17, the E/2 of Sec.19, the W/2 of Sec.20 and all of Sec.30, Twp.llN, Rge.51W of the 6th P.M.	The NW/4 of Sec.31, Twp.11N, Rge.51W of the 6th P.M.	The SW/4 of Sec.31, Twp.11N, Rge.51W, and the NW/4 of Sec.6, Twp.10N, Rge.51W of the 6th P.M.	The NW/4 of the NE/4 of Sec.12, Twp.10N, Rge.52W of 6th P.M.	The NW/4 of Sec.12, the SE/4 of Sec.1 and the NE/4 of Sec.1, Twp.10N, Rge.52W of the 6th P.M.	The N/2 of the SW/4 of Sec.12, Twp.10N, Rge.52W of the 6th P.M.	The S/2 of the SW/4 of Sec.12; and the NW/4 of Sec.13; and the NE/4, and the NE/4 of the SE/4 of Sec.14, Twp.10N, Rge.52W of the 6th P.W.	The NW/4 of the SW/4 and the S/2 of the SW/4, Sec.14, Twp.10N, Rge.52W of the 6th P.M.	Description of Land in Logan County, Colorado

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EXHIBIT "A" (Cont'd)

							ոսսո	ACT PAGE	31
P-41	10	P-39	P-38	P-37	P-36	P-35.1	P-35	P-34	
Frank Mueller, Guardian of James Mueller, a minor	Eloyde Jones, Gertrude Nale, Josephine Ellis	Cora B. Carter	Vernon Rice, Trustee of the Estate of Henry J. Meyer, de- ceased	Ralph E. Nichol and Fred J. Nichol, et al	Claude Gillham	Clara Fehringer	Alva O. Witters	Bernard A. Fehringer and Anna K. Fehringer	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
June 25, 1952	October 2, 1952	October 13, 1952	August 14, 1952	October 14, 1952	July 1, 1952	July 26, 1952	September 3, 1952	July 1, 1952	Dated
427	123	434	420	424	419	420	420	419	Recording Reference Book Pag
240	255	521	526	0\	236	543	532	235	ding ence Page
The $W/2$ of Lot 2 and the $W/2$ of the $SW/4$ of Sec.23, Twp.12N, Rge.51W of the 6th P.M.	The SE/4 of Sec.22, Twp.12N, Rge.51W of the 6th P.M.	The E/2 of Sec. 27, Twp.12N, Rge.51W of the 6th P.M.	The NW/4 of Sec.34 and the SW/4 of Sec.27, Twp.12N, Rge.51W of the 6th P.M.	The SW/4 of Sec. 34, Twp. 12N, Rge. 51W of the 6th P.M.	The SE/4 of Sec.33, Twp.12N, Rge.51N of the 6th P.M pipe line to be laid across land as previously surveyed.	The S/2 of the NE/4 of Sec.4, Twp.llN, Rge.51W of the 6th P.M pipe line to be laid across land as previously surveyed.	The SE/4 of Sec.4, Twp.11N, Rge.51W of the 6th P.M.	The SW/4 of Sec.4, the N/2 of the NE/4 of Sec.4, Twp.11N, Rge.51W of the 6th P.M pipe line to be laid across land as previously surveyed.	Description of Land in Logan County, Colorado
					8	-			e e sobre a D

			(a)		P-42
			Robert A. Goodall	. H.	Grantor Walter C. Phelps
			The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee The Toronto Pipe Line Company
			February 24, 1953	July 28, 1952	Dated July 22, 1952
			1,27	420	Reco Refe Book 424
	4		244	542	Recording Reference Book Page 424 240
th 51° 17' 00" West 191.60' 19' 35" West 96.95'; North West 66.95'; North 81° 59' .65'; South 0° West 791.30' s, to the true point of begi	approximately k, the chord 19' 11" East West 262.40 .05'; North	be 30' East; thence North the section line a distart true place of beginning following courses and collowing them 110 39' 48" East 332.60' then bank of stream at a	acres, more or less, local 2 of the SW/4, Sec.8, Two W of the 6th P.M., which is particularly described acting at the Southwest corrections as the Southwest corrections as the southwest corrections as the southwest corrections as the southwest corrections.	The SE/4 of Sec. 7, Twp.8N, Rge. 52W of the 6th P.M., except a tract of approximately 18 acres described in deed dated July 28, 1952, to the Toronto Pipe Line Company and recorded in Book 419 at Page 292 of the records of Logan County, Colorado.	Description of Land in Logan County, Colorado The E/2 of Lot 2 and the E/2 of the SW/4 of Sec.23, Twp.12N, Rge.51W of the 6th P.M.

		7 - 3 8 - 22					er Linear er	BOOK	437 PAC	ie 43
£	0-10	-	G- &	G-7	P.	6-5	£	1	f.	
John W. Knifton	John W. Knifton and Charles J. Knifton	Carl H. Behrendsen	Irvin F. Marks and Ethel L. Marks	Murray Haywood and Florence T. Haywood	Daisy K. Littler	Ruth B. Foster	The Farmers' Pawnee Canal Company	Albert H. Tetsell	A. J. Bartholomew	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
July 14, 1952	July 14, 1952	July 14, 1952	July 9, 1952	July 28, 1952	July 14, 1952	July 14, 1952	September 25, 1952	July 26, 1952	July 9, 1952	Dated
Į,	614	419	ţ	420	4.19	617	124	420	614	Reco Refe Book
278	213	215	242	544	214	0 72		545	216	Recording Reference Book Page
The NE/4, the E/2 of the NW/4 and the E/2 of the SW/4 of Sec.26, Twp.8N, Rge.53W of the 6th P.M.	The N/2 of the SE/4 and the S/2 of the SE/4 of Sec.23, Twp.8N, Rge.53W of the 6th P.M.	The W/2 of the SW/4 and the W/2 of the NW/4 of Sec.24, Twp.8N, Rge.53W of the 6th P.M.	The SW/4 of the NE/4, the SE/4 of the NW/4, and the E/2 of the SW/4 of Sec.24, Twp.8N, Rge.53W of the 6th P.M.	The W/2 of the NE/4 of the NW/4 of Sec. 24, Twp.8N, Rge.53W of the 6th P.M.	The NW/4 of the NE/4 and the E/2 of the NE/4 of the NW/4 of Sec.24, Twp.8N, Rge.53W of the 6th P.M.	The W/2 of the SE/4 of Sec.13, Twp.8N, Rge.53W of the 6th P.M.	Easement under and across grantor's canal right of way in SW/4 of Sec.18, Twp.8N, Rge.52W - said right of way in accordance with Blueprint No. 103 attached to grant.	The W/2 of the SW/4 of Sec.18, Twp.8N, Rge.52W of the 6th P.M.	The NW/4 of Sec.18, Twp.8N, Rge.52W, and the E/2 of the E/2 of Sec.13, Twp.8N, Rge.53W of the 6th P.M.	Description of Land in Logan County, Colorado

воок 43 °	7 PAGE G-12	14 G-12	6-11 .	
Anna A. Gerschuiler Westcott	1 Colorado Highway Department	E. J. Davis	1 John W. Knifton	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
September 3, 1952	September 18, 1952	July 17, 1953	December 2, 1953	Dated
421		419	424	Recon Refe
236		241	299	Recording Reference Book Page
The W/2 of the NW/4 of Sec.35 and the E/2 of the NE/4 of Sec.34, Twp.8N, Rge.53W of the 6th P.M.	Permit permitting crossing of Highway No. 14 at a point three miles West of Sterling, Colorado.	The W/2 of the W/2 of Sec.26, Twp.8N, Rge.53W of the 6th P.M.	Gate valve and scraper trap easement covering the installation, repair and removal of a gate valve and scraper trap on the following described land, to-wit: A tract of ground 10' square located in the NE/4 of the SW/4 of Sec.26, Twp.8N, Rge.53W of the 6th P.M. more particularly described as: Beginn at a point where Toronto's 6" pipeline now constructed (as located on the above mentioned land); thence along said 10" pipeline a distance of 5' from the center of said 6" pipeline connected thereto; thence at right angle a distance of 10' along and parallel to said 6" pipeline; thence at right angle a distance of 10' across 6" pipe line and parallel to said 6" pipeline; thence at right angle a distance of 10' said 6" pipeline; thence at right angle a distance of 5' to center of said 6" pipeline and parallel to said 6" pipeline; thence at right angle a distance of 5' to center of said 6" pipeline and being the point of beginning.	Description of Land in Logan County, Colorado

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BOOK

State Board of Land Commissioners

The Toronto Pipe Line Company

May 26, 1953

Grantee

Recording Reference

Book Page

Description of Land in Logan County, Colorado Logan County,

Right of way crossing the following described line across the lands des-

oribed, to-wit:

T 8 N, R 53 W, of the 6th P.M., running thence on a Magnetic Bearing of S 160 W. a distance of 2926 to a point 1650 West of the SE Corner of said Section 34; Beginning at a point 428' West of the NE corner of the SEt of Section 34,

Beginning at a point 306' West of the Northeast Corner of Section 16, T 7.W-R 53 W of the 6th P.W., running thence on a Magnetic bearing of S 13° 23' W, a distance of 5840' to a point on the South line of said Section 21 and 422' West of the Southeast Corner of the SWA thereof;

of Section 21, T 7 N - R 53 W of the 6th P.M., running thence on a Magnetic Bearing of S 13° 23' W., a distance of 4677.5' to a point on the West line of said Section 21 and 968' North of the Beginning at a point 422 West of the Northeast Corner of the Northwest t Southwest Corner thereof;

(G-20(a)

Magnetic Bearing of S 13° 21' W, a distance of 710' to a point, thence on a Magnetic Bearing of S 17° 30' W, a distance of 1485' to a point, thence on a Magnetic Bearing of S 10° 15' W, a Beginning at a point 968' North of the SE Corner of the SE of Section 20, T 7 N - R 53 W, running thence on a a Magnetic Bearing of S

Reference Recording

distance of 420' to a point 1286' No. of the SW Corner of the SEt of the NI of Section 29, T 7 N - R 53 W of the 6th P.W.; Logan County, Description of

f Land in Colorado

point 1286' North

of the NE社

Beginning at a point 709' East of the NW Corner of the SEt of Section 29, T 7 N - R 53 W of the 6th P.W., running thence on a Magnetic Bearing of S 10° 15' W, a distance of 157.5' to a point, thence on a Magnetic Bearing of S 28° 00' a distance said & Section, 886' Corner thereof; a Magnetic Bearing of S 28° 00' a dista of 1018' to a point on the West line of South of the NW 12

Beginning at a point 968' West of the NE Corner of the NW\$ of Section 22, T 6 N - R 54 W. of the 6th P.M., running thence on a Magnetic Bearing of S 33° W. a distance of 2120' to a point on the West line of said NW\$ Section, a distance of 1137' North of the SW Corner thereof;

Beginning at a point on the of the SEt of Section 21, T 6 N, n of the SEt of Section 21, T 6 N, n of the 6th P.M., 1213' West of the NE Corner thereof, running thence on a control Bearing of S 330 W. a distance in a point on the Center line 1067' East of the West

46

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(c-10)

Beginning at a point 300' South of the Northwest corner of the SEt of Section 18, T 8 N - R 53 W of the 6th P.M. running thence on a Calculated Bearing of S 57° E. a distance of 1363' to a point, thence

"Se.) a one orn F.M.								
The SE/4 of Section 9, and the SW/4 of the NW/4 of Section 10, Twp.7N,	238	421	otember 15, 1952	Toronto Pipe Septe Company	The Line	Gussie M. Montgomery	G-19	
The SW/4 of Sec.10, Twp.7N, Rge.53W of the 6th P.M.	238	419	ly 11, 1952	Toronto Pipe Jule Company	The Line	B. J. Berhost	F	
station 2882+70, M.P. 234.52, 4.97 miles west of Sterling, Colorado, an following the line shown in red on Railroad Print No. 1277-138 attache to grant.								: : :
Right of way in the NE/4 of the of Sec.10, Twp.7N, Rge.53N of the P.M. commencing at or near survey.			September 26, 1952	Company	The '	Chicago, Burlington and Quincy Railroad Company	6-17.1	
The E/2 of the NW/4 of Section 10, Twp.7N, Rge.53W of the 6th P.M.	533	420	August 16, 1952	Toronto Pipe s Company	The Lin	Olive S. Smalley	9	
The NE/4 and the W/2 of Section 3; and the NW/4 of the NW/4 of Section 10, Twp.7N, Rge.53W of the 6th P.M.	2	129	July 21, 1952	Company	Line) }		
W Ph					<u> </u>		P BOOK	DOOL
on a Calculated Bearing of S 77							437	12
Description of Land in Logan County, Colorado	Recording Reference Book Page	Reco Refe	Dated	Grantee		Grantor	PAGE 4	y
Page							ľ	7

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BOOK	437 PAGE 48	ķ.				,	함 기 기	1 2 ⁸ - 2	
G-26	9-25	G-24	2	Q-22 22	G-21	G-20(b) G-20(c)	G-20(a)	G-20	
Corrine B. Whipple	George W. Stair and Flora D. Stair	J. C. Eckart	Sarah C. County	Perry J. Pomeroy, and Mildred M. Pomer-oy	Perry J. Pomeroy, Jr.	(See G-14)	Phil:	(See G-14)	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company		The Toronto Pipe Line Company		Grantee
August 16, 1952	September 13, 1952	August 16, 1952	July 9, 1952	September 13, 1952	September 13, 1952		September 17, 1952		Dated
420	421	420	614	124	421		424		Recording Reference Book Pag
534	250	537	246	252	251		0		ding ence Page
The NW/4, except the West 175', of Sec.12, the SW/4 of Sec.1, except the West 175' of the SW/4 of the SW/4, Twp.6N, Rge.54W of the 6th P.M.	Pipeline easement as surveyed across the E/2 of Sec.1, Twp.6N, Rge.54W and the NW/4 of Sec.6, Twp.6N, Rge.53W of the 6th P.M subsequent pipelines shall run parallel and adjacent to first pipeline.	The SW/4 of Sec.31, Twp.7N, Rge.53W of the 6th P.M.	The NE/4 and the SE/4 of Sec.31, and the N/2 of the NW/4 and the SW/4 of the NW/4 of Sec.32, Twp.7N, Rge.53W of the 6th P.M.	Pipeline right of way as surveyed across the SW/4 of Sec.29, Twp.7N, Rge.53W of the 6th P.M.	Pipeline easement as surveyed across the W/2 of the NE/4 of Sec.29, Twp.7N, Rge.531 of the 6th P.M subsequent pipelines shall run parallel and adjacent to first pipeline.		The W/2 of Sec.21, Twp.7N, Rge.53W of the 6th P.M.		Description of Land in Logan County, Colorado

100 m	G-33	G-32	1	G-30					8 8 8 8 8 8 8 8 8 8		BOOK	437	PAGE G-27	49
	(See G-14)	To H	L. R. Ladd	Two Mac Dallar		新 · · · · · · · · · · · · · · · · · · ·			Ine North Sterling Irrigation District		· ·		George R Stabl	
	Line Company	Company	Toronto e Compan						The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Toronto e Compan	Grante	
	outy 11, 1952	14,	st 29						October 31, 1952	July 8, 1952	August 12, 1952	September 10, 1952	Dated	
	472 6TT	1990) 141-1	420 535						427 246- 250	419 245	420 539	421 237	Reference Book Page	Recording
	The SW/4 of Sec.15, Twp.6N, Rge.54W of the 6th P.M.	The SE/4 of Sec.15, Twp.6N, Rge.54W of the 6th P.M.	The NE/4 of Sec.15, Twp.6N, Rge.54W of the 6th P.M.	5W/4 of Sec.22, Twp.8N, Rge.53W of the 6th P.M. as shown on Blueprint LC-101 attached to grant.	c.34, Twp.9N, Rge. n accordance with ched to grant; and	Blueprint 0-104 attached to grant; and easement across grantor's right of way	4 of Sec.14, Twp.6N, Rge.	Twp.9N, Rge.52W of the 6th P.M. ance with Blueprint P-105 attach	Easement across and	The NW/4 of Sec.14, Twp.6N, Rge.54W of the 6th P.M.	The SW/4 and the SE/4 of Sec.11, Twp.6N Rge.54W of the 6th P.M.	The W/2 of the SW/4 of Sec.12, Twp.6N, Rge.54W of the 6th P.M.	Description of Land in Logan County, Colorado	Page 12.

BOOK	437	PAGE	50						Ç.÷	数 集 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
	A-6	A-5	4	A-3	A- 2	AL I	G-37	Q-35 Q-36	G-34	
	Merle M. Gillham and Elizabeth M. Gillham	Roy E. Gillham and Orpha J. Gillham	Alfons Schumacher and Katherine Schumacher	L. H. Ross	George H. Bartels and Helen F. Bartels	Joe C. Oliverius and Elsie E. Oliverius	Herman Schrader and Marjorie Schrader	(See G-14) Eleanor O. Pellegrin and Frank E. Pelle- grin	George B. Stahl	Grantor
	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
	November 4, 1952	October 31, 1952	October 31, 1952	January 5, 1953	November 1, 1952	October 31, 1952	July 15, 1952	November 1, 1952	September 4, 1952	Dated
	424	424	424	426	424	42	614	#3	420	Recording Reference Book Pag
	 (3)	12	ᆸ	433	10	9	243	522	528	ding ence Page
	The NW/4 of Sec. 7, Twp. LLN, Kge. > LN the 6th P.M.	Sec. 7, Twp. LLN, age.	NW/4 of Sec.8, Twp.LlN. oth P.M.	Sec. 8, Twp.11N, Rge.		Twp.11N,	The NE/4 of Sec.29, Twp.6N, Rge.54N the 6th P.M.	Easement not to exceed 50' in width across the NM/4 of Sec.28, Twp.6N, Rge.54W of the 6th P.M., the center line of said easement being 1067' East of the Northwest corner of said section; thence on a straight line to a point 1189' South of the Northwest corner of said section.	The NE/4 of Sec. 21, Twp. 6N, Rge. 54W of the 6th P.M.	Description of Land in Logan County, Colorado

t i rn.			**** ********************************	Process of	:	N avi	L eo.		B00		AGE 51
A-16	A-15	4-14	A-13	A-12	Ì	A-10	A-9		A-8	A-7	
Cora L. Jorritsma	Henry Narjes and Marie Narjes	Joseph G. Fehringer Agnes M. Fehringer	Howard Dallegge and Mary Dallegge	Victor W. Fehringer Barbara A. Fehringer	Leo F. Fehringer and Angela M. Fehringer	Fred D. Spencer	T. A. Norton and Lillian Norton		Chicago, Burlington & Quincy Railroad Co.	Colorado State High- way Department	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company		The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
September 21, 1953	September 9, 1953	September 9, 1953	September 14, 1953	September 14, 1953	September 9, 1953	September 23, 1953	September 14, 1953	*	September 26, 1953	September 16, 1953	Dated
433	433	433	433	433	433	433	433				Recording Reference Book Pag
274	278	277	276	275	282	261	281				ding ence
All of Sec.12, Twp.11N, Rge.53W of the 6th P.M.	All of Sec.7, Twp.11N, Rge.52W of the 6th P.M.	All of Sec.9, Twp.llN, Rge.52W of the 6th P.M.	The SW/4 of Sec.10, Twp.11N, Rge.52W of the 6th P.M.	The N/2 and the SE/4 of Sec.10 and the S/2 of Sec.8, Twp.11N, Rge.52W of the 6th P.M.	The W/2 of Sec.11, Twp.11N, Rge.52W of the 5th P.M.	The E/2 of Sec.11, Twp.11N, Rge.52W of the 6th F.M.	The N/2 of Sec.12, Twp.11N, Rge.52W of the 6th P.M.	print No. 1289-30 print No. 1289-30 pipe line cross- y. Said crossing ec.12, Twp.11N,	s the railroad co a point at or no Mile Post 91.26	Permit granting right to cross under State Highway No. 113 at a location approximately 1/4 mile south of Peetz, Colorado.	Description of Land in Logan County, Colorado

George H. Bartels and Helen F. Bartels	Grantor Board of County Commissioners, Logan County, Colorado
The Toronto Pipe Line Company	Grantee The Toronto Pipe Line Company
January 6, 1953	Dated June 11, 1952
426 +38- +39	Recording Reference Book Page
Covering a 10' square tract of land located in the SE/4 of Sec.8, Twp.11N, Rge.51W of the 6th P.M. more particularly described as follows: Beginning at the point where Grantee's 6" pipeline, now constructed or to be constructed, connects to said Grantee's 12" pipeline, now constructed or to be constructed; thence along said 12" pipeline a distance of 5' from the center of said 6" pipeline and parallel to said 6" pipeline; thence at right angles a distance of 10' along and parallel to said 6" pipeline; thence at right angles a distance of 10' along and parallel to said 6" pipeline and parallel to said 12" pipeline; thence at right angles a distance of 10' along and parallel to said 6" pipeline toward the 12" pipeline; thence at right angles a distance of 5' to center of said 6" pipeline, or to the point of beginning.	Description of Land in Logan County, Colorado Resolution granting right and easement to construct and maintain a pipe line along, over, across and under all county roads and highways, streets and alleys of unincorporated municipalities and the rights of way therefor in Logan County, Colorado, in accordance with map furnished.

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BOOK 437 PAGE 52

Acc.							BOOK 43	7 PAGE
B-7	# 6. 1	B-0	B-5	B-4	<u>.</u>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	7	
Albert H. Tetsell	(See G-29.1)	Harold C. Rodeman and Leta B. Rodeman	Earl M. Moyer	Harry Bartholomew	Willard Armstrong	Georgia L. McRoberts, Bernice D. Sanders and Ethel M. Sanders	John Ils and Frieda Ils	Grantor
The Toronto Pipe Line Company		The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
July 26, 1952		July 31, 1952	July 30, 1952	August 15, 1952	August 5, 1952	July 30, 1952	July 29, 1952	Dated
420		420	420	423	420	420	420	Recon Refer
548		549	550	245	551	552	ST ST ST ST ST ST ST ST ST ST ST ST ST S	Recording Reference Book Page
The W/2 of the NW/4 of Sec.32; the SE/4 of the NE/4 of Sec.32; the NW/4 of the SW/4 of Sec.33 and the S/2 of the S/2 of Sec.33, Twp.9N, Rge.53W, and Lots 2 and 3 of Sec.3, Twp.8N, Rge.53W of the 6th P.M.		The SW/4 of Sec.34, Twp.9N, Rge.53W, Lot 4 of Sec.2, and Lot 1 of Sec.3, Twp.8N, Rge.53W of the 6th P.M.	Lot 3 and the S/2 of the NW/4 of Sec.2, Twp.8N, Rge.53W of the 6th P.M.	Lot 4 of Sec.1, Twp.8N, Rge.53W of the 6th F.M.	The S/2 of the NE/4 of Sec.1, Twp.8N, Rge.53W of the 6th P.M.	The NE/4 of Sec.2; the S/2 of the NW/4 of Sec.1; the W/2 of the SE/4 of Sec.1; the E/2 of the SE/4 of Sec.1; the E/2 of the SE/4 of Sec.1 all in Twp.8N, Rge.53W and the SW/4 of Sec.6; and the N/2 of the NW/4 of Sec.7. Twp.8N, Rge.52W and the NE/4 of the SW/4 of Sec.1, Twp.8N, Rge.53W of the 6th P.M.	The S/2 of the NW/4 of Sec.7 and the NE/4 of Sec.7, Twp.8N, Rge.52W of the 6th P.M.	Description of Land in Logan County, Colorado

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BOOK 437 PAGE 54										
6	Ç	1.4-0	4.0	<u>-</u> 3	် လ	ĵ.	B-10	8-9	&	
Doris M. Knudsen	Lawrence Dollerschell and Evelyn Dollerschell	(See G-29.1)	William Reagan	Frederick J. Kriebs, Jr. and Paul N. Kriebs	E. J. Davis	John W. Knifton	C. F. Green, Ralph E. Green, Frank J. Green and Harry D. Green	Harvey Carey and Mildred Carey	Floyd Rallens and Lois Rallens	Grantor
The Toronto Pipe Line Company	The Toronto Pipe Line Company		The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee
August 4, 1952	August 27, 1952		August 6, 1952	August 27, 1952	August 5, 1952	August 4, 1952	September 2, 1952	August 5, 1952	August 12, 1952	Dated
421	423		421	420	421	421	420	420	420	Reco Refe Book
4	246		w	527	N	ы	529	547	530	Recording Reference Book Page
The NE/4 of Sec. 21, Twp.8N, Rge.53N of the 6th P.M.	The SE/4 of Sec.21, Twp.8N, Rge.53W and the NW/4 of Sec.28, Twp.8N, Rge.53W of the 6th P.M.		The SW/4 and the W/2 of the SE/4 of Sec. 22, Twp.8N, Rge.53W of the 6th P.M.	The NE/4 of Sec.27, Twp.8N, Rge.53W of the 6th P.M.	The $W/2$ of the $W/2$ of Sec. 26, Twp.8N, Rge. 53W of the 6th P.M.	The E/2 of the NW/4 and the E/2 of the SW/4 of Sec.26, Twp.8N, Rge.53W of the 6th P.M.	The SE/4 of Sec.30, Twp.9N, Rge.53W and the SW/4 of Sec.29, Twp.9N, Rge.53W of the 6th P.M.	The W/2 of the NE/4 and the E/2 of the NW/4 of Sec.32, Twp.9N, Rge.53N of the oth P.M.	The NE/4 of the NE/4 of Sec. 32, the SE/4 of the NW/4, the N/2 of the NW/4, the SE/4 of the SW/4 and the N/2 of the SE/4 of Sec. 33, Twp.9N, Rge.53W of the 6th P.M.	Description of Land in Logan County, Colorado

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e Sweet	s de la companya de						BOOK	воок 437 РАБЕ 55				
	·				£	C-10		6-8 8-	<u></u>			
Margaret C. Parker Edward M. Parker	Esther M. Carr Henry B. Musser Hazel Musser	Mabel Eloine Raichart Joseph D. Raichart	R. G. Clapp Catherine C. Morrill E. Miner Morrill	Lawrence Dollerschell and Evelyn Doller-schell	Victor Price and Blanche Price	(See G-14)	Conrad Luft, Jr.	Glenn Morris	Alfred J. Dollerschell	Grantor		
The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company		The Toronto Pipe Line Company	The Toronto Pipe Line Company	The Toronto Pipe Line Company	Grantee		
March 26, 1953	March 26, 1953	March 26, 1953	March 26, 1953	March 24, 1953	August 11, 1952		August 4, 1952	August 27, 1952	August 4, 1952	Dated		
428	428	428	128	428	420		124	420	421	Recording Reference Book Pag		
375	374	373	3772	380	531		0	554	ر ا	rding rence Page		
A right of way easement for electric line across the NE/4 of Sec.28, Twp.8N, Rge.53W of the 6th P.M.	A right of way easement for electric line across the NE/4 of Sec.28, Twp.8N, Rge.53W of the 6th P.M.	ay easement the NE/4 of the 6th P.M.	A right of way easement for electric line across the NE/4 of Sec. 28, Twp. 8N, Rge.53W, of the 6th P.W.	A right of way for electric line across the SE/4 of Sec.21, Twp.8N, Rge.53W, of the 6th P.M.	The W/2 of Sec. 18, Twp.8N, Rge.53W of the 6th P.M.		The S/2 of Sec.17, Twp.8N, Rge.53W - except 1.003 acres in the NE/4 of the SE/4 deeded to the Shell Oil Company, Tulsa, Oklahoma.	The NE/4 of Sec. 20, Twp.8N, Rge.53W of the 6th P.M.	The NW/4 of Sec. 21, Twp.8N, Rge.53W of the 6th P.M.	Description of Land in Logan County, Colorado		

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	Grantor	Grantee	Dated	Recording Reference Book Pag	ding ence Page	Description of Land in Logan County, Colorado
	Belle Elizabeth Rice	The Toronto Pipe Line Company	March 26, 1953	428	376	A right of way easement line across the NE/4 of Rge.53W of the 6th P.M.
	Marie B. Jessup and Frank P. Jessup	The Toronto Pipe Line Company	March 30, 1953	428	377	A right of way easement line across the NE/4 of Rge.53W of the 6th P.M.
	W. D. Rice and Pauline M. Rice	The Toronto Pipe Line Company	March 1, 1953	428	378	A right of way easement line across the NE/4 of Rge.53W of the 6th P.M.
	Louise Barr Anderson Lewis R. Anderson	The Toronto Pipe Line Company	March 30, 1953	428	379	A right of way easement line across the NE/4 of Rge.53W of the 6th P.W.
	John T. Barr and Dorothy Barr	The Toronto Pipe Line Company	March 30, 1953	428	371	A right of way easement line across the NE/4 of Rge.53W of the 6th P.M.
	Georgia L. McRoberts Bernice D. Sanders Ethel M. Sanders (Natural Gas Line)	The Toronto Pipe Line Company	October 30, 1952	428	419	Right of way crossing the NE/4 of Sec.12, Twp.8N, R. 6th P.M.
56	Louie E. Rieke and Nellie I. Rieke (Matural Gas Line)	The Toronto Pipe Line Company	December 9, 1952	424	301	Right of way crossing the W/2 of the NE/4 of Sec.12, Twp.8N, Rge.53W of the 6th P.M.
37 PAGE	John Ils and Frieda Ils (Natural Gas Line)	The Toronto Pipe Line Company	October 25, 1952	426	436	Right of way crossing the NW/4 and the NE/4 of Sec. Rge.52W of the 6th P.M.
BOOK 4 :	Nelson A. Knudson (Unused Right of Way Grant)	The Toronto Pipe Line Company	June 17, 1952	419	217	Right of way across the E/2 of the Nw of Sec.8, Twp.8N, Rge.52W of the 6th

250

69

Colorado State way Department

High-

Grantor

November 28, 1952

Recording Reference Book Page

Permit to cross State Highway No. 113 at a point 4 miles South of Peetz, Colorado, and further to cross said highway at a point 6 miles South of Peetz, Colorado. Description of Land in Logan County, Colorado

Page 19.

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State of Colorado

County of Logan

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Unocal Pipeline Company, a California corporation, as successor by merger with Arapahoe Pipe Line Company, Goodall Pipe Line Company, Sterling Pipe Line Company, Pawnee Pipe Line Company, Toronto Pipe Line Company, and Pure Transportation Company, hereinafter referred to as "ASSIGNOR" and subject to the terms of the Sale and Purchase Agreement, dated May 2, 1996, by and between ASSIGNOR and Total Pipeline Corporation, hereinafter referred to as "ASSIGNEE", for good and valuable consideration, does hereby quitclaim and assign unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the "RIGHTS-OF-WAY" (as defined in the Sale Agreement) affecting land located in the County of Logan, State of Colorado identified in Exhibit A attached hereto and made a part of this Assignment.

ASSIGNOR makes no representation or warranty of title, express or implied, with respect to the RIGHTS-OF-WAY, except as is expressly provided for in the Sale Agreement.

For the same consideration, ASSIGNEE hereby agrees to be bound by all of the terms, conditions and covenants of each of the assigned RIGHTS-OF-WAY.

Executed this 26th day of September 1996.

UNOCAL PIDELINE COMPAN

Name BRIAN C. CONNERS

Title: Sr. Vie Pres.

0

TOTAL PIPELINE CORPORATION

Name:

Title: Vin And

LOGAN COUNTY

EXHIBIT A

620562 10/8/1996 10:10am B:906 P:795 Roberta J. Perry,Clerk & Recorder,Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Rollie H. Rowan	18	W2-SW4, Sec 8 in T8N, R52W in Logan County	420	541
Charles Guenzi	169	W2-NW4, Sec 8 in T8N, R52W in Logan County	419	220
Alex Meisner	171	SW4, Sec 5 in T8N, R52W in Logan County	419	219
Cliff Knudson	240	S/2 NW/4 and Lots 3, 4 Sec. 5 in T8N-R52W in Logan County	419	218
lohn Bianco	322	E2, Sec 31 in T9N, R52W in Logan County	416 419	192 221
∕ern Harley	161	SE4, Sec 30 in T9N. ₹52W in Logan County	423	253
Frank Mittlestadt	169	W2-NE4, Sec 30 in T9N, R52W in Logan County	419	222
David & Donald Hamil	204	E/2 Sec. 19, NE/4 NE/4 Sec. 30 in T9N-R52W in Logan County	428	426
Arthur Todenhoft	152	NW4, Sec 20 in T9N, R52W in Logan County	420	538
Arthur & Martha Smith	350	SW/4 and the east three acres of the NW/4 Sec. 17 and E/2 SW/4 Sec 8 in T9N-R52W in Logan County	419	223
D.E. & Ella Kellog	169	NE4, Sec 17 in T9N, R52W in Logan County	419	225
Raymond T. Fortner	160	50 foot wide strip in SE/4 Sec 8 in T9N-R52W in Logan County	423	244
R.E. & Esther Rieke	166	NE4, Sec 8 in T9N, R52W in Logan County	419	.226
W.A. Ashbaugh	40	50 foot wide strip in NW/4 Sec. 9 in T9N-R52W in Logan County	423	476
Conrad Green	528	N/2, SW/4 Sec. 4 and SE/4 Sec. 33 in	420	546

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Mae B. Green	352	Two Right-of Way grants. Book 423, page 251, SW/4 Sec. 27 lying west of Railroad R.O.W. Book 419 page 227 E/2 SE/4, SW/4 SE/4 Sec. 28 NE/4 Sec. 33 all in T10N-R52W in Logan County	423 419	251 227
Wilhelmina Davidson (deceased) et al	208	50 foot wide strip, NW4, Sec. 27 in T10N, R52W in Logan County	427	242
Winnifred S. Erb	51	NE4, Sec 27 in T10N, R52W in Logan County	423	475
John J. Ommens	155	SE4, Sec 22 in T10N, R52W in Logan County	420	536
Rose Glassburn	405	NW/4 SE/4, NE/4 SW/4, S/2 SE/4 Sec.14 and all Sec. 23 in T10N-R52W in Logan County	419	228
Minnie Preston	47	NW4, S2-SW4, Sec 14 in T10N, R52W in Logan County	419	224
Adam Trupp	263	S/2 SW/4 Sec. 12; NW/4 Sec 13; NE/4 and NE/4 SE/4 Sec. 14; all in T10N-R52W in Logan County	420	540
Earnest McCluskey	92	N2-SW4, Sec 12 in T10N, R52W in Logan County	419	237
R.E. McRea	511	SE/4 and NE/4 Sec. 1 NW/4 Sec. 12 in T10N-R52W in Logan County	419	229
State of Colorado	Hwy 113	State permit, dated 11-28-52		
A.E. Sponsler	18	NW4-NE4, Sec 12 in T10N, R52W in Logan County	423	254
J.P. McKenzie	188	NW/4 Sec. 6 in T10N-R51W; SW/4 Sec. 31 in T11N-R51W in Logan County	419	230
William Hawkins	164	NW4, Sec 31 in T11N, R51W in Logan County	424	7

620562 10/8/1996 10:10am B:906 P:797 Roberta J. Perry, Clerk & Recorder, Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Mrs. Roy Gillham	801	NE/4 Sec. 17; E/2 Sec 19; W/2 Sec. 20; All Sec. 30, All in T11N-R51W in Logan County	419	231
H.E. Rice	276	W2, Sec 17 in T11N, R51W in Logan County	419	232
G.H. Bartles	190	SE4, Sec 8 in T11N, R51W in Logan County	419	233
J.C. Oliverus	184	W2, Sec 9 in T11N, R51W in Logan County	419	234
B.A. Fehringer	222	SW4, N2-NE4, Sec 4 in T11N, R51W, Sec 4 in T11N, R51W in Logan County	419	235
Alva O. Witters	57	SE4, Sec 4 in T11N, R51W in Logan County	420	532
Clara Fehringer	88	S2-NE4, Sec 4 in T11N, R51W in Logan County	420	543
Claude Gillham	79	SE4, Sec 33 in T12N, R51W in Logan County	419	236
Ralph Nichol & Carrie E. Edris	107	SW4, Sec 34 in T12N, R51W in Logan County	424	6
Vernon Rice	214	SW/4 Sec. 27; NW/4 Sec. 34 in T12N-R51W in Logan County	420	526
Cora Carter	338	E2, Sec 27 in T12N, R51W in Logan County	434	521
Eloyde Jones	8	SE4, Sec 22 in T12N, R51W in Logan County	423	255
Frank Mueller & James Mueller	205	W/2 Lot 2, W/2 SW/4 Sec. 23 in T12N-R51W in Logan County	427	240
Walter Phelps		E/2 Lot 2, E/2 SW/4 Sec. 23 in in T12N-R51W in Logan County	424	240

Louie and Nellie Rieke	180	SE4, Sec 7 in T8N, R52W in Logan County	420	104
		Correction Warranty Deed	654	104
A.J. Bartholomew	344	NW4, Sec 18 in T8N, R52W in Logan County	419	216
GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Albert H. Tetsell	18	W2-SW4, Sec 18 in T8N, R52W in Logan County	420	545
Ruth B. Foster	78	W2-SE4, Sec 13 in T8N, R53W in Logan County	419	240
Daisy K. Littler	85	NE4-NE4, E2-NE4-NW4, Sec 24 in T8N, R53W in Logan County	419	214
Murray & Florence Haywood	30	W2-NE4-NW4, Sec 24 in T8N, R53W in Logan County	420	544
Irvin F. & Ethel L. Marks	43	SW4-NE4, SE4-NW4, E2-SW4, Sec 24 in T8N, R53W in Logan County	419	242
Carl H. Behrendsen	140	W2-SW4, W2-NW4, Sec 24 in T8N, R53W in Logan County	419	215
John W. Knifton & Charles J. Knifton	112	N2-SE4, S2-SE4, Sec 23 in T8N, R53W in Logan County	419	213
John W. Knifton	340	NE4, E2-NW4, E2-SW4, Sec 26 in T8N, R53W in Logan County Logan County	419	212
E.J. Davis	39	W2-W2, Sec 26 in T8N, R53W in Logan County	419	241
Anna A. Gerschuiler Westcott	186	E/2 NE/4 Sec. 34, W/2 NW/4 Sec. 35 in T8N-R53W in Logan County	421	236
State of Colorado	177	SE4, Sec 34 in T8N, R53W in Logan County	645	316
G.J. Moon	327	NE/4 and W/2 Sec. 3, NW/4 NW/4 Sec. 10 in T7N-R53W in Logan County	419	211
Olive S. Smalley	138	E2-NW4, Sec 10 in T7N, R53W in Logan County	420	533

B.J. Berhost	141	SW4, Sec 10 in T7N, R53W in Logan County	419	238
Gussie M. Montgomery	78	SE/4 Sec. 9, SW/4 NW/4 Sec. 10 T7N-R53W in Logan County	421	238
State of Colorado	354	E2 & SW4, Sec 16 in T7N, R53W in Logan County	645	316
GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
State of Colorado	159	W/2 Sec 21 in T7N-R53W in Logan County	424	8
State of Colorado	159	E/2 SE/4 Sec. 20; E/2 NE/4 Sec. 29 in T7N-R53W in Logan County	645	316
State of Colorado	71	SE4, Sec 29 in T7N, R53W in Logan County	645	316
Perry J. Pomeroy	79	W2-NE4, Sec 29 in T7N, R53W in Logan County	421	251
Perry & Mildred Pomeroy	139	SW4, Sec 29 in T7N, R53W in Logan County	421	252
Harry Bostron	349	NE/4 & SE/4 Sec. 31; N/2 NW/4, SW/4 NW/4 Sec. 32 in T7N-R53W in Logan Cnty.	419	246
J.C. Eckart	71	SW4, Sec 31 in T7N, R53W in Logan County	420	537
George & Flora D. Stair	420	E/2 Sec. 1 in T6N-R54W; NW/4 Sec. 6 in T6N-R53W in Logan County	421	250
Corinne Whipplie	215	NW/4 except west 175 feet of Sec. 12; SW/4 except West 175 feet of SW/4 SW/4 Sec. 1 in T6N-R54W in Logan Cnty.	420	534
George B. Stahl	17	W2-SW4, Sec 12 in T6N, R54W in Logan County	421	237
W.N. Enyart	239	SW4 & SE 4, Sec 11 in T6N, R54W in Logan County	420	539
Ruth Elliott	196	NW4, Sec 14 in T6N, R54W in Logan County	419	245
N. Sterling Irrigation Canal		Easement over, across, & under its North Sterling outlet Canal Rd. W, SW4,	427	246

LOGAN COUNTY

620562 10/8/1996 10:10am B:906 P:800 Roberta J. Perry, Clerk & Recorder, Logan County, CO

Lyra Mae Daley	24	NE4, Sec 15 in T6N, R54W in Logan County	420	536
L.R. Ladd	180	SE4, Sec 15 in T6N, R54W in Logan County	419	239
Dora Earl	80	SW4, Sec 15 in T6N, R54W in Logan County	419	244
GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
State of Colorado	129	S/2 Sec. 21, NW/4 Sec. 22 in T6N-R54W in Logan County	645 645 645 645	316 317 318 319
George B. Stahl	101	NE4, Sec 21 in T6N, R54W in Logan County	420	528
State of Colorado	233	S/2 Sec. 21, NW/4 Sec. 22 in T6N-R54W in Logan County	645 645 645 645	316 317 318 319
Eleanor O. & Frank E. Pellegrin	105	50 foot wide strip in NW/4 Sec. 28 in T6N-R54W in Logan County	434	522
Herman & Margorie Schrader	6 9	NE4, Sec 29 in T6N, R54W in Logan Cnty.	419	242
Frederick W. Segelke	11	S2-SW4, Sec 31 in T6N, R54W in Logan County	438	547
Dave & Maude Lowen	352	SW4-NE4, S2-NW4 & N2-SW4 of Sec 31 in T6N, R54W, E2-SW4 & SE4, Sec 29 in T6N, R54W in Logan County	438	548
Cecil Nicholson	308	E/2 NW/4, W/2 SW/4 Sec. 29, SE/4 Sec. 30 N/2 NE/4 Sec. 31, T6N-R54W in Logan County	438	549
H.B. & Marjorie Schrader	113	NE4, Sec 29 in T6N, R54W, except tract sold to Goodall Pipeline Co. in Logan County	438	550

620562 10/8/1996 10:10am B:906 P:801 Roberta J. Perry,Clerk & Recorder,Logan County, CO

State of California	
County of Orange	
On September 26+L,1996 before me, _	Sharon E. Ochoa
personally apearedBrian	C. Conners NAME OF SIGNER
SHARON E. OCHOA COAM. # 1002074 Notory Public Colifornia LOS ANGELES COUNTY My Comm. Expires AUG 22, 1997	ved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entitiy upon behalf of which the person acted executed the instrument. WITNESS my hand and official seal. SIGNATURE OF NOTARY
STATE OF COLORADO)) ss. CITY AND COUNTY OF DENVER)	
The foregoing instrument was ac	knowledged before me this <u>27#</u>
day of Lept., 1996 by Wary	
Vice President of Trial Pipeline	[MENDAL DESMANDED - HEALTH
behalf of said corporation.	
Witness my hand and official cea My commission expires: 10.26 7/www A. Muñez Notary Public	E PAY LOBY



ASSIGNMENT

Sterling Station to Adena Station 10"

STATE OF COLORADO COUNTY OF LOGAN

THIS ASSIGNMENT is made and entered into as of the 30th day of August, 2002, by and between TPI PIPELINE CORPORATION, a Michigan corporation, whose address is 6000 North Loop 1604 West, San Antonio, Texas 78249 ("Assignor"), and DKM ENTERPRISES LLC, a Texas limited liability company, whose address is 1941 West FM 2369, Uvalde, Texas 78802 ("Assignee").

WITNESSETH:

That Assignor, 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, hereby assigns, transfers and sets over unto Assignee, without warranty of title, express or implied, all of Assignor's right, title, and interest in and to the rights-of-way, easements, permits, licenses, land leases, and other documents described in Exhibit "A" (collectively, the "Real Property Interests") which is attached hereto and made a part hereof.

EXCEPT AS OTHERWISE SET FORTH IN THIS ASSIGNMENT, ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE RIGHTS-OF-WAY, EASEMENTS, OR OTHER INSTRUMENTS DESCRIBED IN EXHIBIT A ATTACHED TO THIS ASSIGNMENT, OR THE PIPE, EQUIPMENT, OR OTHER PROPERTY CONTAINED THEREIN OR THEREON. BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE.

ASSIGNEE HAS MADE, OR CAUSED TO BE MADE, SUCH INSPECTIONS AS IT DEEMS APPROPRIATE AND SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE OF THE REAL PROPERTY INTERESTS, AND ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE REAL PROPERTY INTERESTS, AS WELL AS THE PIPELINES AND SURFACE ASSETS CONTAINED THEREIN. ASSIGNEE ACKNOWLEDGES THAT THE REAL PROPERTY INTERESTS, AND THE PIPELINES AND SURFACE ASSETS ASSOCIATED THEREWITH, HAVE BEEN USED FOR THE TRANSPORTATION OF CRUDE OIL AND MAY CONTAIN HAZARDOUS



SUBSTANCES, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"), AND MAN-MADE MATERIAL FIBERS.

ASSIGNEE TAKES THE REAL PROPERTY INTERESTS HEREIN ASSIGNED "AS IS AND WITH ALL FAULTS" AND WITHOUT RECOURSE, COVENANT, OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, OR STATUTORY. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE REAL PROPERTY INTERESTS INCLUDING, WITHOUT LIMITATION (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (II) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (IV) ANY CLAIMS FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE CLOSING DATE OR THE DATE OF EXECUTION, (V) ANY WARRANTY OF TITLE EXCEPT AS OTHERWISE PROVIDED IN THIS ASSIGNMENT, AND (VI) ANY REPRESENTATION OR WARRANTY RELATING TO THE ACCURACY, COMPLETENESS, VALUE, QUANTITY, QUALITY, OR CONDITION OF ANY PIPELINE, SURFACE ASSET, OR REAL PROPERTY INTEREST, AND THE EXISTENCE OR ABSENCE OF CRUDE OIL OR OTHER SUBSTANCES IN, ON, OVER, UNDER, OR UPON THE REAL PROPERTY INTERESTS.

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.

ASSIGNOR AND ASSIGNEE HEREBY ACKNOWLEDGE THAT THE PIPELINES AND SURFACE ASSETS ASSOCIATED WITH THE RIGHTS-OF-WAY, EASEMENTS, AND OTHER REAL PROPERTY INTERESTS ASSIGNED HAVE BEEN USED FOR THE TRANSPORTATION, STORAGE, DISTRIBUTION, AND HANDLING OF HYDROCARBONS.

Assignor and Assignee agree to execute, acknowledge, and deliver to each other such additional instruments, notices, and documents, and to do all such other and further acts and things, as may be reasonably necessary or useful to more fully and effectively evidence and effect the conveyance, assignment, and transfer and delivery by Assignor to Assignee of the Real Property Interests conveyed hereunder or intended to be so conveyed.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is



mandatory that the law of some other jurisdiction, wherein the Real Property Interests are located, shall apply. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, by, through, and under Assignor only, but not otherwise.

Assignee agrees to assume and be bound by and to perform any and all obligations of Assignor under or by virtue of the above referenced Real Property Interests being assigned to Assignee hereunder, the same as if Assignee were the original grantee thereunder.

Dated to be effective as of August 30, 2002

ASSIGNOR

TPI PIPELINE CORPORATION a Michigan corporation

Ronald C. McInturff Vice President

, 100 2 100100111

<u>ASSIGNEE</u>

DKM ENTERPRISES LLC

a Texas-limited liability company

By:

Don E. McLaughlin, Ír.

President



CORPORATE ACKNOWLEDGEMENTS

STATE OF TEXAS

§

COUNTY OF BEXAR

§ §

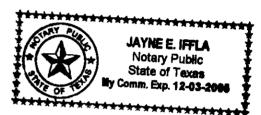
The foregoing instrument was acknowledged before me on August 30, 2002, by **Ronald C. McInturff**, a Vice President of TPI Pipeline Corporation, a Michigan corporation, on behalf of said corporation.

Jayne E. Liffla, Notary P

State of Texas

Witness my hand and official seal.

My Commission Expires: December 03, 2005



STATE OF TEXAS

§

COUNTY OF BEXAR

§

The foregoing instrument was acknowledged before me on August 30, 2002, by **Don E. McLaughlin, Jr.**, as President of DKM Enterprises LLC, a Texas limited liability company, on behalf of said legal entity.

Martha Dowlearn, Notary Public

State of Texas

Witness my hand and official seal.

My Commission Expires: December 20, 2005



MARTHA DOWLEARN
Notary Public
State of Texas
Ny Comm. Exp. 12-20-2005

Statement of Exemption

This instrument is exempt from the Documentary Fee by reason of the provisions of Title 39. Taxation, Property Tax Conveyancing and Evidence of Title, Article 13. Documentary Fee on Conveyances of Real Property, §39-13-104(1)(o).



After Recording, Please Return Original Assignment To:

DKM Enterprises LLC 1941 West FM 2369 Uvalde, Texas 78802 Attn: President

659941 08/27/2003 11:20A B947 P997 ASN 5 of 9 R 46.00 D 0.00 N 0.00 Logan County CO

EXHIBIT "A" To That Certain Purchase and Sale Agreement Dated August 30, 2002 by and between TPI Pipeline Corporation and DKM Enterprises LLC

ASSIGNMENT OF REAL PROPERTY INTERESTS EASEMENTS, RIGHTS OF WAY, PERMITS AND LICENSES

Sterling Station to Adena Station 10"

County of Logan

State of Colorado

						Legal Description		Recording Recording		Pecerdina
File#	Instrument Name	Grantor	Original Grantee	Town	Range	Section	Block	Date		Page
ADN10S001002	Right of Way Grant	A. J. Bartholomew	The Toronto Pipe Line Company	T8N T8N	R52W R53W	18: NW/4 13: E/2 E/2	N/A N/A	7/9/952	419	216
ADN10S001003	Right of Way Grant	Albert H. Tetsell	The Toronto Pipe Line Company	T8N	R52W	18: W/2 SW/4	N/A	7/26/1952	420	242 x
ADN10S001005	Right of Way Grant	Ruth B. Foster	The Toronto Pipe Line Company	T8N	R53W	13: W/2 SE/4	N/A	7/14/1952	419	740 740
ADN10S001006	Right of Way Grant	Daisy K. Littler	The Toronto Pipe Line Company	N8T	R53W	24: NW/4 NE/4; E/2 NE/4 NW/4	N/A	7/14/1952	419	214
ADN10S001007	Right of Way Grant	Murray Haywood; Florence T. Haywood	The Toronto Pipe Line Company	N8T	R53W	24: W/2 NE/4 NW/4	N/A	7/28/1952	420	544 9 N O
ADN10S001008	Right of Way Grant	Irvin F. Marks; Ethel L. Marks	The Toronto Pipe Line Company	T8N	R53W	24: SW/4 NE/4; SE/4 NW/4; E/2 SW/4	N/A	7/ 9/1952	419	242
ADN10S001009	Right of Way Grant	Carl H. Behrendsen	The Toronto Pipe Line Company	N8T	R53W	24: W/2 SW/4, W/2 NW/4	N/A	7/14/1952	419	215
ADN10S001010	Right of Way Grant	John W. Knifton; Charles J. Knifton	The Toronto Pipe Line Company	N8T	R53W	23: N/2 SE/4; S/2 SE/4	N/A	7/14/1952	419	213
ADN10S001011	Right of Way Grant	John W. Knifton	The Toronto Pipe Line Company	T8N	R53W	26: NE/4; E/2 NW/4; E/2 SW/4	N/A	7/14/1952	419	212
ADN10S001012	Right of Way Grant	E. J. Davis	The Toronto Pipe Line Company	T8N	R53W	26: W/2 W/2	N/A	7/17/1952	419	241

Page 1 of 4

659941 08/27/2003 11:20A B947 P997 ASN 7 of 9 R 46.00 D 0.00 N 0.00 Logan County CO

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Recording Recording	<u>Page</u>	236		316									211		533	238	238	∞	251	252	246
Secording	Book	421		645									419		420	419	421	424	421	421	419
Recording		9/3/1952		5/26/1953									7/21/1952		8/16/1952	7/11/1952	9/15/1952	9/17/1952	9/13/1952	9/13/1952	7/ 9/1952
	Block	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y X	N/A	N/A	N/A	N/A N/A
Legal Description	Section	35: W/2 NW/4	34: E/2 NE/4	18: SE/4	34: SE/4	29: SE/4; E/2 NE/4	20: E/2 SE/4	16: SW/4; E/2	21: W/2	22: NW/4	21: S/2	16: SW/4	3: NE/4; W/2	10: NW/4 NW/4	10: E/2 NW/4	10: SW/4	9: SE/4 10: SW/4 NW/4	2: W/2	29: W/2 NE/4	29: SW/4	31: NE/4; SE/4 32: N/2 NW/4; SW/4 NW/4
	Range	R53W	R53W	R53W	R53W	R53W	R53W	R53W	R53W	R54W	R54W	R53W	R53W	R53W	R53W	R53W	R53W R53W	R53W	R53W	R53W	R53W R53W
	Town	T8N	N&T	N8T	N&L	N.C.	N.	NCT	NCT	T6N	T6N	N6T	N	NCI	N/L	NYT	N'T	Y.	N.C.	Ę	X L
	Original Grantee	The Toronto Pipe Line	Company	The Toronto Pipe Line	Company								The Toronto Pipe Line	Сотралу	The Toronto Pipe Line Company	The Toronto Pipe Line Company					
	Grantor	Anna A. Gerschuiler Westcott		State of Colorado									G. J Moon		Olive S. Smalley	B. J. Berhost	Gussie M. Montgomery	Philip Hessler; Victor Hessler	Perry J. Pomeroy, Jr.	Perry J. Pomeroy; Mildred M. Pomeroy	Sarah C. County
	Instrument Name	Right of Way Grant		Right of Way No.	1079, Book No. 10								Right of Way Grant		Right of Way Grant	Right of Way Grant					
,	File#	ADN10S001014		ADN10S001015									ADN10S001016		ADN10S001017	ADN10S001018	ADN10S001019	ADN10S001020	ADN10S001021	ADN10S001022	ADN10S001023

Page 2 of 4

659941 08/27/2003 11:20A B947 P997 ASN 8 of 9 R 46.00 D 0 00 N 0 00 Local County

,						Legal Description		Recording Re	Recording E	Recording
File#	Instrument Name	Grantor	Original Grantee	Town	Range	Section	Block			Page
ADN10S001024	Right of Way Grant	J. C. Eckart	The Toronto Pipe Line Company	N.	R53W	31: SW/4	A/A	8/16/1952	420	537
ADN10S001025	Right of Way Grant	George W. Stair; Flora D. Stair	The Toronto Pipe Line Company	T6N T6N	R54W R53W	1: E/2 6: NW/4	N/A N/A	9/13/1952	421	250
ADN10S001026	Right of Way Grant	Corrine B. Whipple	The Toronto Pipe Line Company	T6N T6N	R54W R54W	12: NW/4, except the West 175 feet1: SW/4, except the West 175 feet of the SW/4 SW/4	N/A N/A	8/16/1952	420	534 fo 8
ADN10S001027	Right of Way Grant	George B. Stahl	The Toronto Pipe Line Company	N9L	R54W	12: W/2 SW/4	N/A	9/10/1952	421	9 R 40
ADN10S001028	Right of Way Grant	W. N. Enyart	The Toronto Pipe Line Company	N9L	R54W	11: SW/4; SE/4	N/A	8/12/1952	420	8.00 D
ADN10S001029	Right of Way Grant	Ruth Elliott	The Toronto Pipe Line Company	L6N	R54W	14: NW/4	K/X	7/ 8/1952	419	245 00.0
ADN10S001031	Right of Way Grant	Lyra Mae Daley	The Toronto Pipe Line Company	L6N	R54W	15: NE/4	N/A	8/29/1952	420	N 0.00
ADN10S001032	Right of Way Grant	L. R. Ladd	The Toronto Pipe Line Company	T6N	R54W	15: SE/4	N/A	7/14/1952	419	7 Loga i
ADN10S001033	Right of Way Grant	Dora F. Earl	The Toronto Pipe Line Company	TGN	R54W	15: SW/4	K/A	7/11/1952	419	244 U Coun
ADN10S001034	Right of Way Grant	George B. Stahl	The Toronto Pipe Line Company	T6N	R54W	21: NE/4	N/A	9/ 4/1952	420	828 829
ADN10S001035	Right of Way Grant	Eleanor O. Pellegrin; Frank E. Pellegrin	The Toronto Pipe Line Company	T6N	R54W	28: NW/4	N/A	11/ 1/1952	434	522
ADN10S001035A	Easement Agreement	Unocal Pipeline Company	Total Pipeline Corporation	T6N T6N	R54W R54W	28: NW/4 29: NE/4 - A strip of land 100 feet in width across the aforementioned sections	N/A N/A	9/26/1996	906	808
ADN10S001037	Right of Way	H. B. Shcrader; Marjorie Schrader	Pawnee Pipe Line Company	T6N	R54W	29: NE/4, except tract sold to Goodall Pipe Line Company	K/A	3/ 2/1954	438	550

Page 3 of 4

Exhibit "A" (continued)

659941 08/27/2003 11:20A B947 P997	ASN
9 of 9 R 46.00 D 0.00 N 0.00 Logan	County CO

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Pecordino	Page	549			548		547	
Secondina	Book	438			438		438	
Recording	Date Book Page	3/3/1954			3/3/1954		3/3/1954	
	Block	N/A	N/A	N/A	N/A	N/A	N/A	
Legal Description	Section	31: N/2 NE/4	30: SE/4	29: E/2 NW/4; W/2 SW/4	31: SW/4 NE/4; S/2 NW/4; N/2 SW/4	29: E/2 SW/4; SE/4	31: S/2 SW/4	
	Range	R54W	R54W	R54W	R54W	R54W	R54W	
	Town	T6N	T6N	Ten	T6N	N91	L6N	
	Original Grantee	Pawnee Pipe Line Company			Pawnee Pipe Line Company		Pawnee Pipe Line Company	
	Grantor	Cecil Nicholson			Dave Lowen; Maude Lowen		Frederick W. Segelke	
	Instrument Name	Right of Way			Right of Way		Right of Way	
	File#	ADN10S001038			ADN10S001039		ADN10S001040	

Exhibit "A" (continued)

Reception No., 484820	Donnell Lawrence Recorder
KNOW ALL MEN BY THESE PR	RESENTS, That ALBERT H. TETSELL, also known as A. H. d MARY ETHEL TETSELL
of the	County of Logan , and State of Colorado,
for the consideration of other value	able consideration and ten
for the consideration of other value in hand paid, hereby sell and convey	to LUCILLE TETSELL MITCHELL
of the	County of Logan , and State of Colorado,
the following real property, situate in th	he County of Logan
and State of Colorado, to-wit:	
	n and to all of the oil, gas and other minerals in and ced from the following described real property, to-wit:
	Quarter (W1/2SW1/4) of Section Eighteen (18), Township 'y-two (52), West of the 6th P.M.;
	rthwest Quarter (NE1/4NW1/4) and the Northwest Quarter W1/4NE1/4) of Section Nineteen (19), Township Eight (8), West of the 6th P.M.;
the Southeast Quarter (NW1/4 the Southeast Quarter of the Northwest Quarter (W1/2NW1/4	athwest Quarter (NE1/4SW1/4), the Northwest Quarter of 4SE1/4), the South Half of the Southeast Quarter (S1/2SE1 Southwest Quarter (SE1/4SW1/4), the West Half of the 4), and the Northwest Quarter of the Southwest Quarter in Thirty-two (32), Township Nine (9) North, Range Fifty-P.M.;
	Half (S1/2S1/2) of Section Thirty-three (33), Township -three (53), West of the 6th P.M.;
경기는 것이 그 경기가 가는 것이 없는 사람들이 되었다. 그런 그 그런 그런 사람들이 바랍니다는 그 것이 되었다.	and egress and use of so much of the surface as may be ll enjoyment of the mineral estate herein conveyed;
그는 사람들이 되었는데 그를 하는 것이 얼마나 그를 하는 사람들이 되었다면 하는 것이 없는데 그를 하는데 하는데 그를 다 되었다면 하는데 그를 하는데 그를 하는데 그를 하는데 하는데 그를 하는데 그를 하는데 하는데 그를 그를 하는데 그를	nt the title to the same, subject to taxes for the year 1970, due eafter; and valid, existing oil and gas leases of record. day of January , A.D. 1970
In the Presence of	Chert H. Letoell (SEAL)
III tille I I escence OI	G. H. Zetzell (SEAL)
	albert Tetsell (SEAL)
STATE OF COLORADO COUNTY OF LOGAN	Smary Erhel Pitall (SEAL)
The foregoing instrument was acknow	wledged before me this $\mathcal{I}^{\mathcal{A}}$ day of January , 19 70
by Albert H. Tetsell, also k	cnown as A. H. Tetsell and Albert Tetsell, and Mary Ethel
WITNESS my hand and official seal.	Kichal HKA
My communication expires COLO My Commission expires June 27, 1972	Notary Public
*If by natural person or persons here in	sert name or names; if by person acting in representative or official
description; if by office of corporation, the	t name of person as executor, attorney-in-fact or other capacity or then insert name of such officer or officers, as the president or other Statutory Acknowledgment.—118-6-1, C.R.S. 1953.
WARRANTY DEED - STATUTORY F	· [경영화] [경영화] [경영화] [경영화] [경화] 경화하다 및 경화하다 : 12년 전 경우 [경화 학생 - 1년 - 개선[경영화 [경영화] [경영화] 경영화 [경영화] [경영화 [경영화] [경영화

Reception No. ... 484822 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That ALBERT H. TETSELL, also known as A. H. TETSELL and ALBERT TETSELL, and MARY ETHEL TETSELL

County of

\ df the

of the

County of Logan , and State of Colorado,

for the consideration of other valuable consideration and ten ----

hand paid, hereby sell and convey to

LORRAINE TETSELL MARSTELLER

Los Angeles

, and State of California

the following real property, situate in the

County of Logan

and State of Colorado, to-wit:

An undivided 1/4 interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described real property, to-wit:

West Half of the Southwest Quarter (W1/2SW1/4) of Section Eighteen (18), Township Eight (8) North, Range Fifty-two (52), West of the 6th P.M.;

Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) and the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Nineteen (19), Township Eight (8). North, Range Fifty-two (52), West of the 6th P.M.;

Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4), the South Half of the Southeast Quarter (S1/2SE1/4) the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), the West Half of the Northwest Quarter (W1/2NW1/4), and the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4), all in Section Thirty-two (32), Township Nine (9) North, Range Fiftythree (53), West of the 6th P.M.;

The South Half of the South Half (S1/2S1/2) of Section Thirty-three (33), Township Nine (9) North, Range Fifty-three (53), West of the 6th P.M.;

Together with right of ingress and egress and use of so much of the surface as may be reasonably necessary for the full enjoyment of the mineral estate herein conveyed;

With all its appurtenances, and warrant the title to the same, subject to taxes for the year 1970, due and payable in 1971, and thereafter; and valid, existing oil and gas leases of record.

, A. D. 19 70 Signed and delivered this day of January rt At Tetsell (SEAL) In the Presence of (SEAL)

STATE OF COLORADO LOGAN COUNTY OF

The foregoing instrument was acknowledged before me this

day of January

,19 70

Albert H. Tetsell, also known as A. H. Tetsell and Albert Tetsell, and Mary Ethel WITNESS my hand and official seal.

My commission expires

My Commission expires June 27, 1972

Notary Public

He 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

	Recorded at
E Ge	Reception No. 484824 Donnell awrence Recorder
know.	ALL MEN BY THESE PRESENTS, That ALBERT H. TETSELL, also known as A. H. and ALBERT TETSELL, and MARY ETHEL TETSELL
of the	County of Logan , and State of Colorado,
	consideration of other valuable consideration and ten
of the control of the	paid, hereby sell and convey to LOIS ETHEL TETSELL REAVIS
of the	California County of San Diego , and State of Externito;
the follow	wing real property, situate in the County of Logan
and Stat	te of Colorado, to-wit:
An ur unde:	ndivided 1/4 interest in and to all of the oil, gas and other minerals in and r and that may be produced from the following described real property, to-wit:
West Eigh	Half of the Southwest Quarter (W1/2SW1/4) of Section Eighteen (18), Township t (8) North, Range Fifty-two (52), West of the 6th P.M.;
of the	heast Quarter of the Northwest Quarter (NE1/4NW1/4) and the Northwest Quarter he Northeast Quarter (NW1/4NE1/4) of Section Nineteen (19), Township Eight (8) h, Range Fifty-two (52), West of the 6th P.M.;
the S the S North (NWL)	heast Quarter of the Southwest Quarter (NE1/4SW1/4), the Northwest Quarter of Southeast Quarter (NW1/4SE1/4), the South Half of the Southeast Quarter (S1/2SE1/4SOUTHEAST QUARTER of the Southwest Quarter (SE1/4SW1/4), the West Half of the hwest Quarter (W1/2NW1/4), and the Northwest Quarter of the Southwest Quarter (/4SW1/4), all in Section Thirty-two (32), Township Nine (9) North, Range Fifty-ee (53), West of the 6th P.M.;
The Nine	South Half of the South Half (S1/2S1/2) of Section Thirty-three (33), Township (9) North, Range Fifty-three (53), West of the 6th P.M.;
Together reasonab	with right of ingress and egress and use of so much of the surface as may be oly necessary for the full enjoyment of the mineral estate herein conveyed;
With all and pa	ll its appurtenances, and warrant the title to the same, subject to taxes for the year 1970, due ayable in 1971, and thereafter; and valid, existing oil and gas leases of record.
Signed (and delivered this 93 day of January ,A.D. 1970
	In the Presence of Clert H. Tetaell (SEAL)
	alfert Telsell (SEAL)
COUNT	OF COLORADO Service (SEAL) Service (SEAL)
The f	foregoing instrument was acknowledged before me this 2 day of January , 19 70
'byy * ∴ A	Albert H. Tetsell, also known as A. H. Tetsell and Albert Tetsell, and Mary Ethel Tetsell.
	mission expires My Commission expires June 27, 1972 Notary Public
capacity descripti	natural person or persons here insert name or names; if by person acting in representative or official or or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or sion; if by office of corporation, then insert name of such officer or officers, as the president or other of such corporation, naming it.—Statutory Acknowledgment.—118-6-1, C.R.S. 1953.

WARRANTY DEED - STATUTORY FORM

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IN THE WATER COURT IN AND FOR

WATER DIVISION I, STATE OF COLORADO

CASE NO. W-531

IN THE MATTER OF THE APPLICATION FOR) FINDINGS AND RULING WATER RIGHTS OF A. H. TETSELL

OF THE REFEREE

THIS CLAIM, having been filed with the Water Clerk, Water Division I, on February 4, 1971 and the Referee being fully advised in the premises, does hereby find:

- 1. All notices required by law of the filing of this application have been fulfilled, and the Referee has jurisdiction of this application.
- 2. No statement of opposition to said application has been filed, and the time for filing such statement has expired.
 - 3. The name and address of the Applicant is: A. H. Tetsell 303 Denver Street, Sterling, Colorado 80751
 - 4. The name of the structure Well No. 1 - unregistered Well No. 2 - unregistered Well No. 3 - unregistered Well No. 4 - 43031 Well No. 5 - 20269
 - 5. The legal description of the structure Well No. 1 - unregistered is located in the NorthWest 1/4 SouthWest 1/4 Section 18, Township 8 North, Range 52 West of the 6th P.M., Logan County Well No. 2 - unregistered is located 594 ft south and 1650 ft west of NorthEast 1/4 corner in the NorthWest 1/4 NorthEast 1/4, Section 19, Township 8 North, Range 52 West of the 6th P.M., Logan County. Well No. 3 - unregistered is located 198 ft south and 1914 west of the NorthEast 1/4 corner in the NorthWest 1/4 NorthEast 1/4, Section 19, Township 8 North, Range 52 West of the 6th P.M., Logan County. Well No. 4 - 43031 is located 1290 ft north and 1512 ft east of the SouthWest 1/4 corner in the SouthEast 1/4 SouthWest 1/4, Section 33, Township 9 North, Range 53 West of the 6th P.M., Logan County. Well No. 5 - 20269 is located 200 ft east and 1340 ft north of the SouthWest 1/4 corner in the NorthWest 1/4 SouthWest 1/4, Section 18, Township 8 North, Range 52 West of the 6th P.M., Logan County.
 - 6. The source of water is: groundwater
 - 7. The date of appropriation is: Well No. 1 - unregistered: 1926 Well No. 2 - unregistered: 1926 Well No. 3 - unregistered: 1911 Well No. 4 - 43031: 1911 (redrilled September 10, 1970) Well No. 5 - 20269: July 19, 1954
 - 8. The amount of water claimed: Well No. 1 - unregistered: 0.0111 cubic feet per second Well No. 2 - unregistered: 0.0111 cubic feet per second Well No. 3 - unregistered: 0.0556 cubic feet per second Well No. 4 - 43031: 0.0223 cubic feet per second Well No. 5 - 20269: 4.0 cubic feet per second

9. The use of the water is:

Well No. 1 - unregistered: stock watering

Well No. 2 - unregistered: stock watering

Well No. 3 - unregistered: domestic

Well No. 4 - 43031: stock watering

Well No. 5 - 20269: irrigation

WHEREFORE, the Water Referee rules that A. H. Tetsell be awarded a priority for Well No. 1 - unregistered of 1926 for 0.0111 cubic feet per second for stock watering purposes; a priority for Well No. 2 - unregistered of 1926 for 0.0111 cubic feet per second for stock watering purposes; a priority for Well No. 3 - unregistered of 1911 for 0.0556 cubic feet per second for domestic purposes; a priority for Well No. 4 - 43031 of 1911 for 0.0223 cubic feet per second for stock watering purposes; and a priority for Well No. 5 - 20269 of July 19, 1954 for 4.00 cubic feet per second for irrigation purposes.

DATED this 20 day of languest, 1971.

Water Referee Water Division I State of Colorado

No protest was filed in this matter The foregoing ruling is confirmed and approved, and is made the Judgment and Decree of this court.

Dated: S

Water Judge

Certified to be a full, true and correct. copy of the original in by custody.

Dated December 151, 1971

Joy W. Whillionius WATER COURT, DIV. STATE OF COLORADO

- 92

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.

- 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.
- 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 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

(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 21st day of September, 1999.

Clerk and Recorder



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
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNT
RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGH
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.

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(C)

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	_

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

"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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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.



- 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.

