

LIMING TRUST LAND AUCTION

December 2, 2025

LIVE
Auction

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

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DUE DILIGENCE PACKET

Printed: November 12, 2025

LIMING TRUST LAND AUCTION

Yuma County, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

Tuesday, December 2, 2025

1:30 PM MT

Kirk Lions Club
3237 County Road M
Kirk, CO

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



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

In the event of inclement weather, check reckagri.com and our Facebook page.

AUCTION PROCEDURE: The "LIMING TRUST LAND AUCTION" is a land auction with RESERVE. The property to be offered as a "MULTI PARCEL" Auction and will be offered in the sale order as stated within this Due Diligence Packet. Bidding competition will determine the highest aggregate bid(s). 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.

TERMS: Upon the conclusion 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 Yuma County Abstract Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions in this Due Diligence Packet and oral announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

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. Buyer(s) can elect to close on or before **December 30, 2025 or January 16, 2026**. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Trustee's Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the *Contract to Buy and Sell Real Estate (Land)*. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment herein, an 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, subdivision, and other restrictions and regulations of record.

PERSONAL PROPERTY: Personal property included with the sale will be outlined on each Parcel Description. Conveyance of said property will be via Bill of Sale, at closing.

POSSESSION: See Parcel Descriptions herein.

LEASE: Seller attests there is no farm lease (verbal or written) and/or any prior lease has been appropriately terminated. Should a tenant claim interest in the property, Seller to stand all costs associated with said termination.

WIND EASEMENTS: Buyer(s) to receive all future payments associated with wind on easements each tract. Next payments are due to be paid around May-June 2026.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation, domestic or livestock use. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, the Republican River Water Conservation District (RRWCD) and the local groundwater district. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of livestock/domestic/irrigation wells and condition of all irrigation equipment.

GROWING CROPS: See Parcel Descriptions herein.

CRP/CREP CONTRACTS: Seller to convey all right, title, and interest to the existing CRP/CREP contract(s) to the Buyer(s) as successor in interest. Seller to convey 100% of the October 2026 CRP/CREP payment(s). Buyer(s) assumes responsibility of the maintenance of the CRP/CREP acres, the obligations of the contract(s), and agree to enter into new contract(s) within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract(s).

FSA DETERMINATION: FSA base acres and yields to pass to Buyer(s) as designated herein. Buyer(s) and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields.

REAL ESTATE TAXES: 2025 real estate taxes and irrigation assessments (if any) due in 2026, shall be paid by Seller, at closing.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combos and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

MINERALS: Seller to convey all OWNED mineral rights associated with each Parcel(s) to Buyer(s).

NOXIOUS WEEDS & CHEMICALS: There may be areas infested by noxious weeds, (i.e. rye, bind-weed, canadian thistle, goat/Johnson grass, etc). The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the Color Brochure, herein, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact. There will be no adjustment in purchase price if acreage is different than what is stated herein and/or stated at the auction.

MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

BIDDER REQUIREMENTS: To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

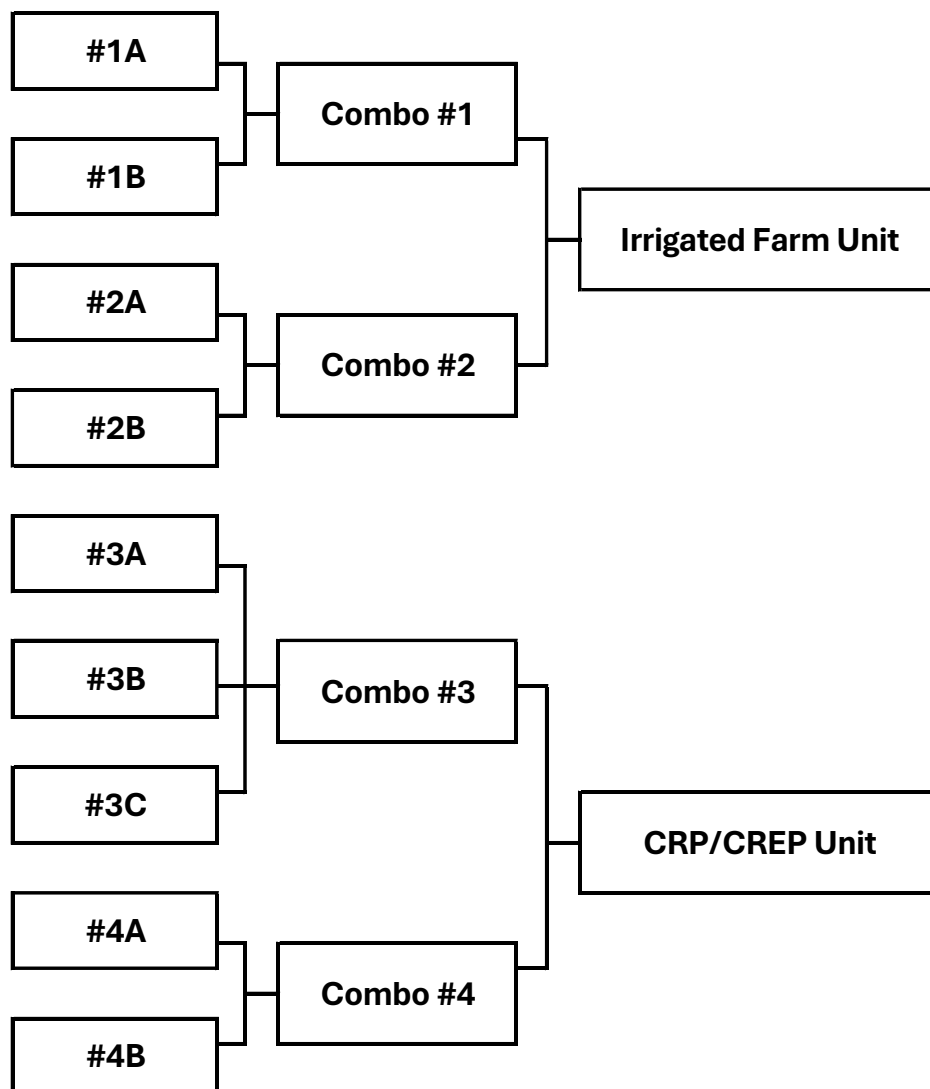
ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. 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*. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for this 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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Sale Order & Auction Bracket

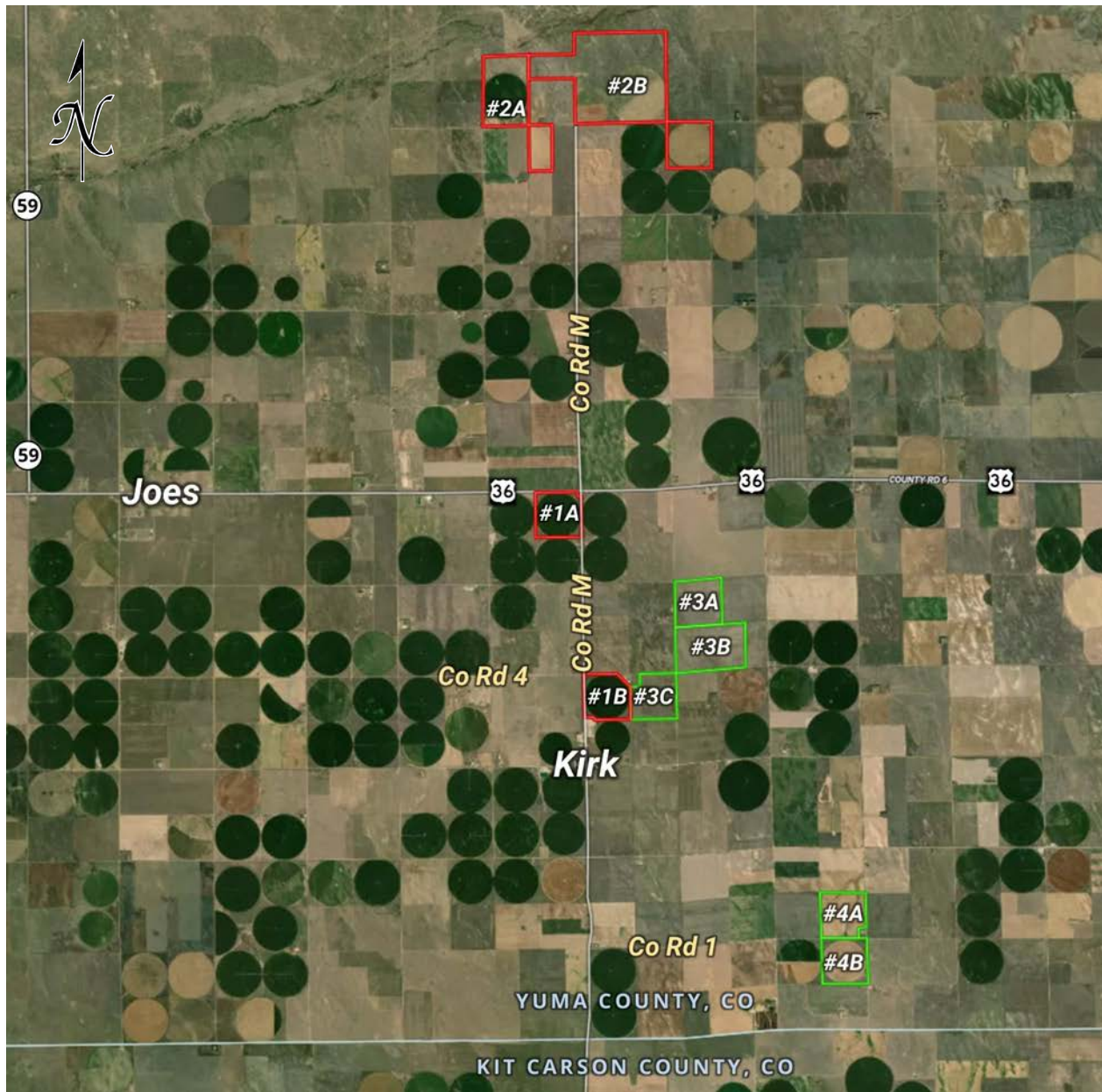
Sale Order

- 1) Parcel #1A
- 2) Parcel #1B
- 3) Combo #1
- 4) Parcel #2A
- 5) Parcel #2B
- 6) Combo #2
- 7) Irrigated Farm Unit
- 8) Parcel #3A
- 9) Parcel #3B
- 10) Parcel #3C
- 11) Combo #3
- 12) Parcel #4A
- 13) Parcel #4B
- 14) Combo #4
- 15) CRP/CREP Unit



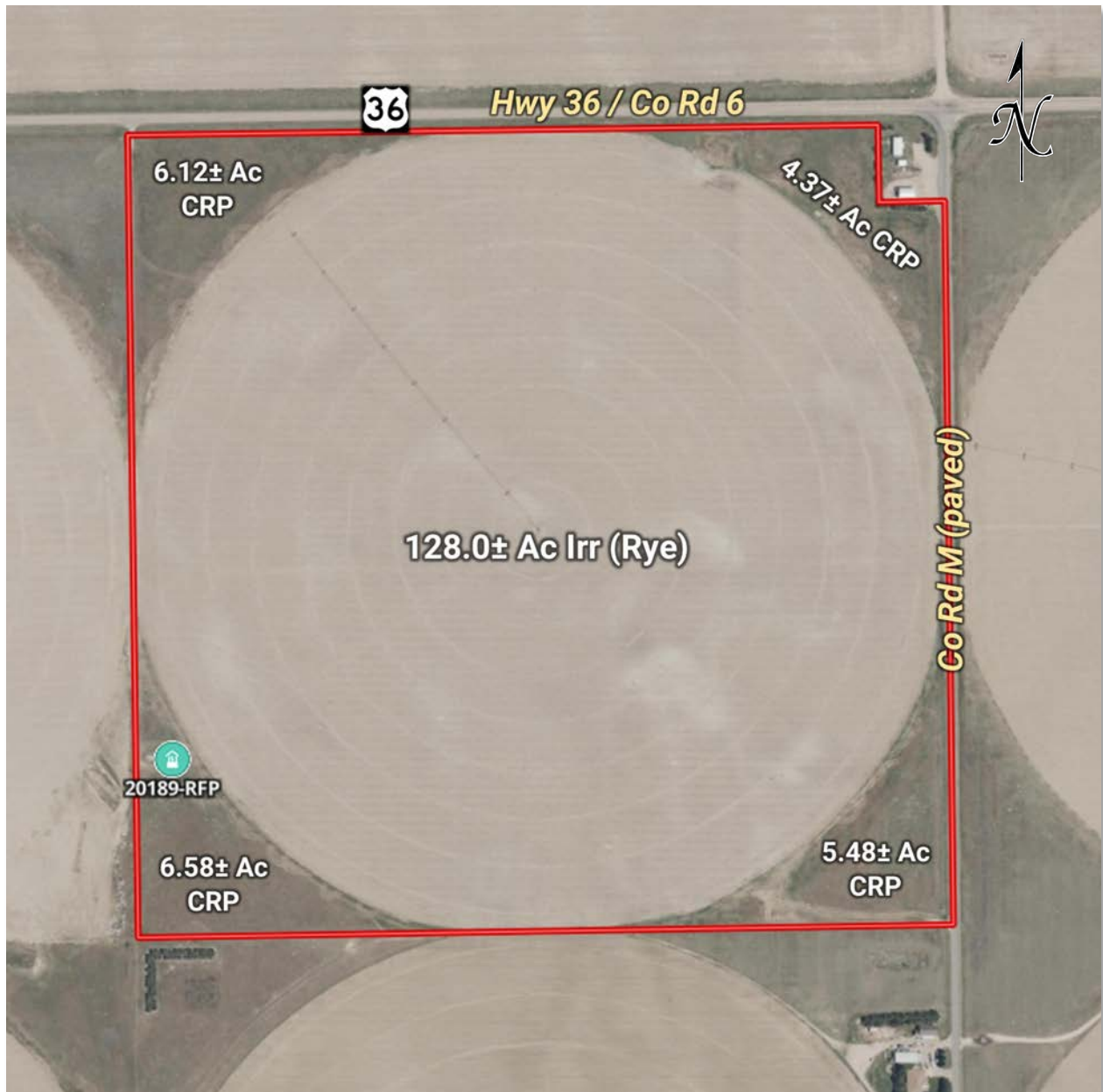
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Location Map



**Parcel
#1A**

Parcel Map



Parcel Information

**Parcel
#1A**

Legal Description:

NE1/4, except a tract, Section 2, Township 5 South, Range 47 West of the 6th PM, Yuma, County, CO.

See Pages 148-151 for legal description and title commitment. See separate document for title exceptions.

Acreage:

128.0± Ac Pivot Irrigated

22.6± Ac CRP Corners

8.3± Ac Grass/Roads

158.9± TOTAL

Soils:

Cropland soils consist of Haxtun sandy loam (class II). See Soils Map on Page 36.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,748.16; Arickaree Groundwater Management (AGWM) \$64.50, Republican River Water Conservation District (RRWCD) \$3,900.00.

Total: \$5,712.66.

FSA Information:

FSA bases: 52.40 ac wheat w/ 59 bu PLC yield, 78.02 ac corn w/ 145 bu PLC yield, 2.86 ac soybeans w/ 36 ac PLC yield. (133.28 total base acres)

CRP Contract #11128B. 22.55 acres @ \$56.08/ac (\$1,266.00/year); expires 9/30/2026. See Page 45 for copy of contract.

Irrigation Water & Equipment:

Irrigation Well Permit #20189-RFP permitted for 160 ac, appropriated for 430 ac-ft/yr., drilled to depth of 294' (no driller log available). Equipment includes a new 8-tower Valley sprinkler w/ GPS, 125 HP US elec. motor and pump. See Page 71 for copy of sprinkler invoice.

Current well test shows static water level of 168'; pumping 660± GPM @ 40 PSI w/ a pumping level of 183'. Pump set at 285'. See Page 70 for copy of current well test by EZ Pumps.

See Pages 65-69 for copy of well permit and original well log, historical diversion graph, and 2025 TFM test.

Possession:

March 1, 2026

Comments:

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Parcel Information

**Parcel
#1B**

Legal Description:

NW1/4, except 2 tracts, Section 13, Township 5 South, Range 47 West of the 6th PM, Yuma, County, CO.

See Pages 152-155 for legal description and title commitment. See separate document for title exceptions.

Acreage:

127.0± Ac Pivot Irrigated

22.4± Ac CRP Corners

0.6± Ac Roads/Waste

150.0± TOTAL

Soils:

Cropland soils consists primarily of Haxtun sandy loam (class II). See Soils Map on Page 37.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,553.92, Arickaree Groundwater Management (AGWM) \$60.00, Republican River Water Conservation District (RRWCD) \$3,886.80.

Total: \$5,500.72.

FSA Information:

FSA bases: 34.20 ac wheat w/ 59 bu PLC yield, 82.78 ac corn w/ 145 bu PLC yield 3.04 ac soybeans w/ 36 bu PLC yield. (120.02 total base acres)

CRP Contract #11130B. 22.43 acres @ \$58.74/ac (\$1,318.00/year); expires 9/30/2026. See Page 46 for copy of contract.

Irrigation Water & Equipment:

Irrigation Well Permit #12096-FP permitted for 160 ac, appropriated for 400 ac-ft/yr., drilled to depth of 242' (well test states 258' deep). Equipment includes a new 8-tower Valley sprinkler w/ GPS, 100 HP GE elec. motor and NEW PUMP installed Oct 2025. See Page 80 for sprinkler invoice.

Current well test shows static water level of 138'; pumping 850± GPM @ 40 PSI w/ a pumping water level of 145' (pump set at 252'). See Page 79 for copy of current well test by EZ Pumps.

See Pages 72-78 for copy of well permit and original well log, historical diversion graph, and 2025 TFM test.

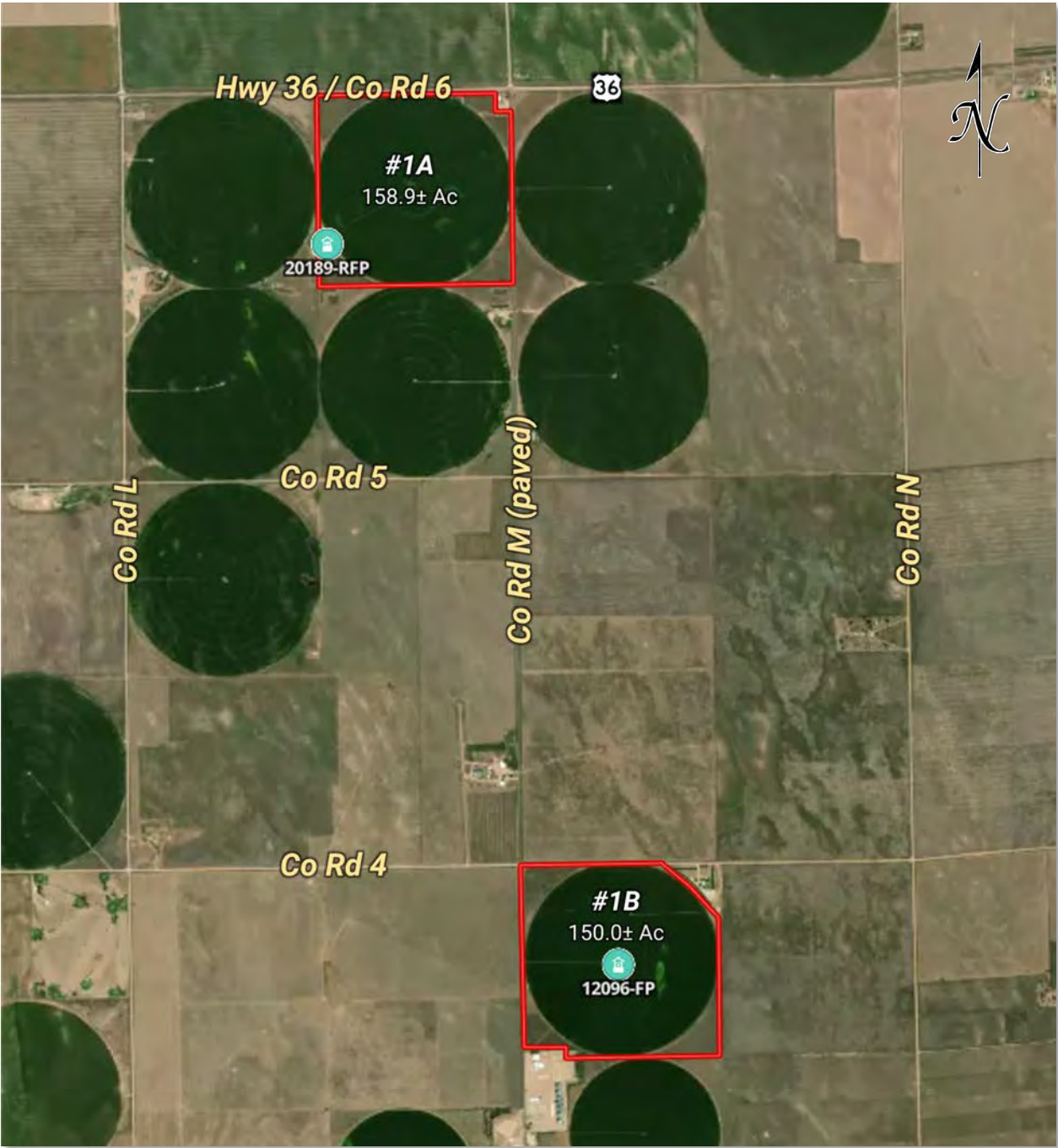
Possession:

March 1, 2026

Comments:

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Combo Information

**Combo
#1**

Legal Description:

See Parcels #1A & #1B

Acreage:

255.0± Ac Pivot Irrigated

45.0± Ac CRP Corners

8.9± Ac Roads/Waste

308.9± TOTAL

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$3,302.08, Arickaree Groundwater Management (AGWM) \$124.50, Republican River Water Conservation District (RRWCD) \$7,786.80.

Total: \$11,213.38.

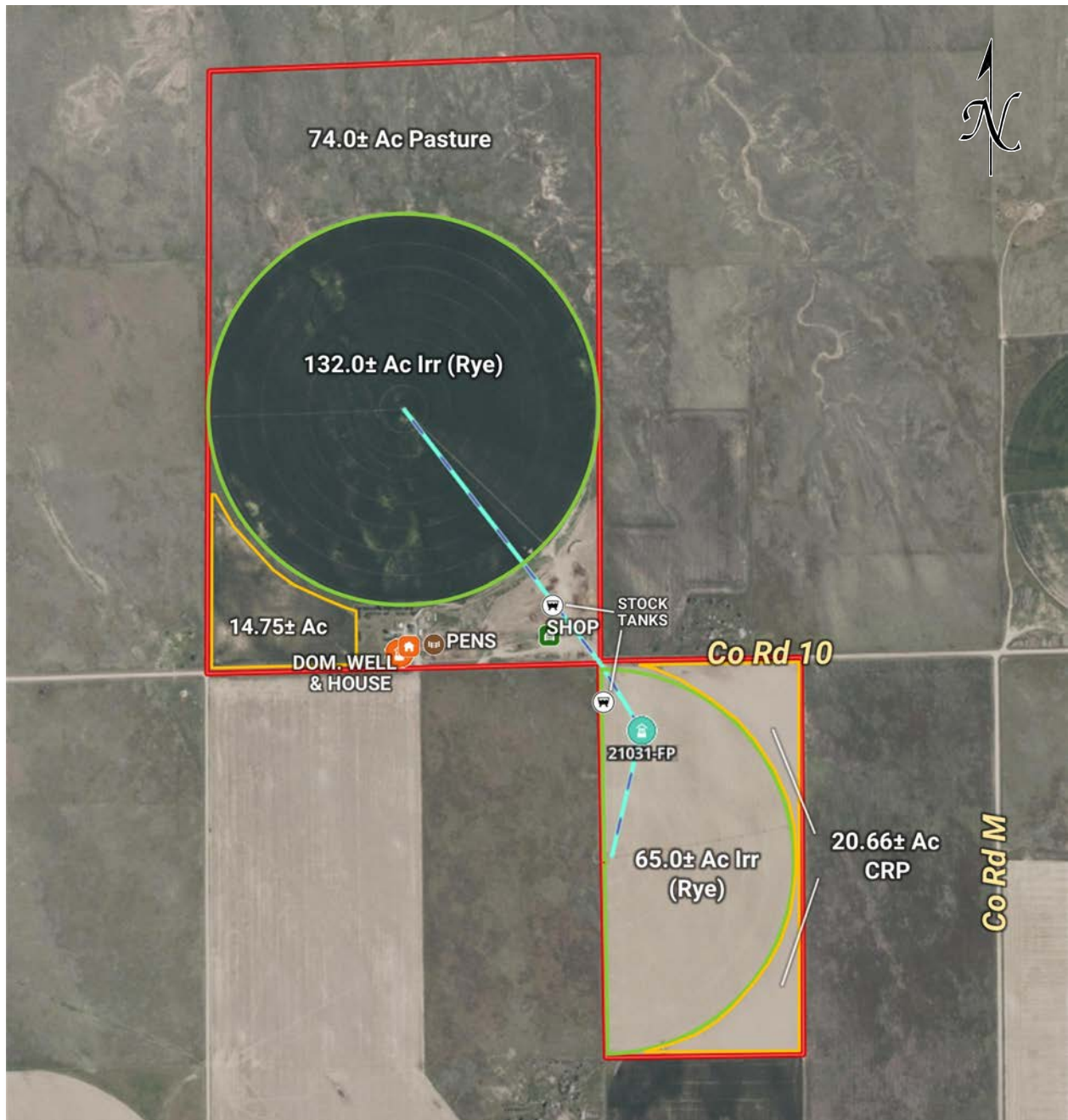
FSA Information:

Total base acres: 253.3 acres (See #1A & #1B for breakdown)



**Parcel
#2A**

Parcel Map



Parcel Information

**Parcel
#2A**

Legal Description:

SW1/4, S1/2NW1/4 of Section 11 and W1/2NE1/4 of Section 14, Township 4 South, Range 47 West of the 6th PM, Yuma, County, CO. ADDRESS: 10233 County Road 10, Kirk, CO

See Pages 156-159 for legal description and title commitment. See separate document for title exceptions.

Acreage:

197.0± Ac Pivot Irrigated
35.4± Ac Dryland (New CRP)
74.0± Ac Pasture
19.5± Ac Improvement Site
325.9± TOTAL

Improvements:

1,296± sq ft home, 2,500± sq ft (50' x 50') shop, and misc. outbuildings. Domestic Well Permit #80826 and septic system; see PageS 89-93 for well info. See Page 57 for property tax certificate and PageS 140-145 for Seller's Property Disclosure.

Soils:

Cropland soils consist primarily of Manter sandy loams (class III & IV). See Soils Map on Page 38.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were approx.: \$2,948.34, Arickaree Groundwater Management (AGWM) \$120.00, Republican River Water Conservation District (RRWCD) \$5,910.00. **Total: \$8,978.34.**

FSA Information:

FSA bases: 61.18 ac wheat w/ 59 bu PLC yield, 148.22 ac corn w/ 145 bu PLC yield, 5.44 ac soybeans w/ 36 bu PLC yield (214.84 total base acres).

New CRP Contract #12142. 35.41 acres @ \$39.00/ac (\$1,381.00/yr); expires 9/30/2035. See Page 47 for copy of contract. These acres will need to be seeded; if Buyer(s) elects to cancel CRP, Buyer(s) will be responsible for penalties.

Irrigation Water & Equipment:

Irrigation Well Permit #21031-FP permitted for 220 ac, appropriated for 400 ac-ft/yr., drilled to depth of 215'. Equipment includes a 8-tower Valley sprinkler, older 8-tower Reinke sprinkler (wiper), and 100 HP GE elec. motor and pump.

Current well test shows static water level of 157', pumping 450± GPM @ 40 PSI. See Page 88 for copy of current well test by EZ Pumps. Well has been sleeved; no drawdown or pumping level obtained.

See Pages 81-87 for copy of well permit and original well log, historical diversion graph, and 2025 TFM test.

Possession:

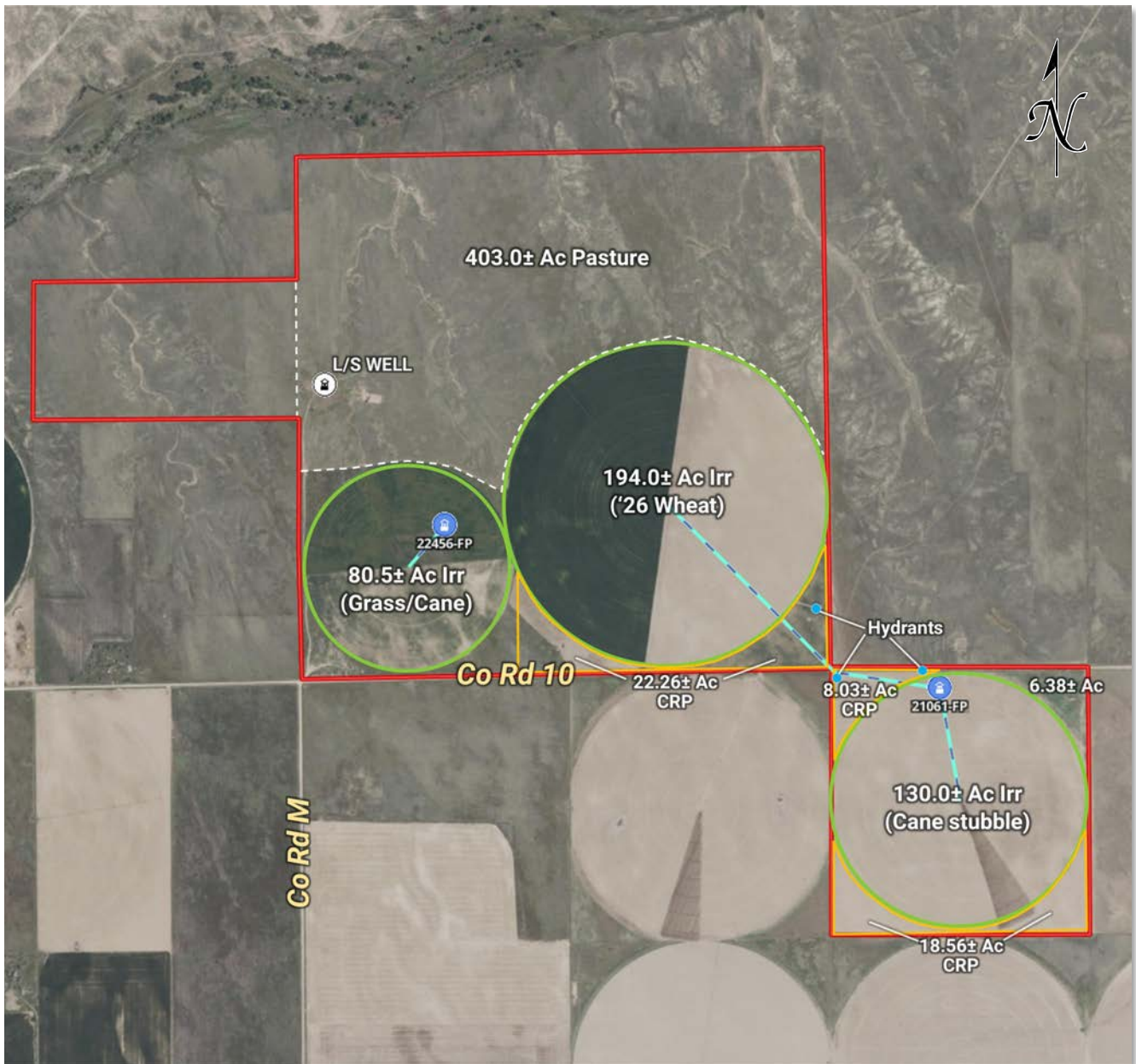
Possession of irrigated lands on March 1, 2026; possession of house and improvement site and CRP acres upon closing.

Comments:

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.

Exclusions: gas tanks, metal feed bunks, concrete bunks, working alley/chute.





Parcel Information

**Parcel
#2B**

Legal Description:

NW1/4 of Section 18, Township 4 South, Range 46 West; All of Section 12 and SE1/2NE1/4 of Section 12, Township 4 South, Range 47 West of the 6th PM, Yuma, County, CO.

See Pages 160-164 for legal description and title commitment. See separate document for title exceptions.

Acreage:

404.5± Ac Pivot Irrigated
48.9± Ac CRP Corners
21.0± Ac Dry/Grass Corners
403.0± Ac Pasture
3.7± Ac Roads/Waste
881.1± TOTAL

Soils:

Cropland soils consists primarily of Manter sandy loams (class III & IV). See Soils Map on Page 39.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were approx.: \$5,096.02, Arickaree Groundwater Management (AGWM) \$120.00, Republican River Water Conservation District (RRWCD) \$12,165.00.

Total: \$17,381.02.

FSA Information:

FSA bases: 146.87 ac wheat w/ 59 bu PLC yield, 296.90 ac corn w/ 145 bu PLC yield, 10.91 ac soybeans w/ 36 bu PLC yield. (454.68 total base acres)

New CRP Contracts: #12143. 26.59 acres @ \$39.00/ac (\$1,037.00/yr) & #12138. 22.26 acres @ \$39.00/ac (\$868.00/yr), both expire 9/30/2035. See Pages 48-49 for copy of contract. These acres will need to be seeded; if Buyer(s) elects to cancel CRP, Buyer(s) will be responsible for penalties.

Irrigation Water & Equipment:

Irrigation Well Permit #21061-FP permitted for 480 ac, appropriated for 400 ac-ft/yr., drilled to depth of 235'. Equipment includes: 2 Valley sprinklers, (10-tower Valley, New 8-tower Valley w/ GPS), 200 HP US elec. motor and pump w/ VFD—can run either pivot individually or together at the same time. Current well test shows static water level of 138', pumping 1550± GPM @ 40 PSI w/ pumping level at 152'. See Page 101 for copy of current well test by EZ Pumps. See Pages 94-100 for copy of well permit and original well log, historical diversion graph, and 2025 TFM test. See Page 102 for copy of sprinkler invoice.

Irrigation Well Permit #22456-FP permitted for 280 ac, appropriated for 400 ac-ft/yr., drilled to depth of 206'. Equipment includes 6-tower Reinke sprinkler, submersible pump; no well test available. See Pages 103-108 for copy of well permit and original well log, historical diversion graph, and 2025 TFM test.

Stock Well Permit #104186 w/ elec. submersible pump; see Pages 109-113 for copy of well info.

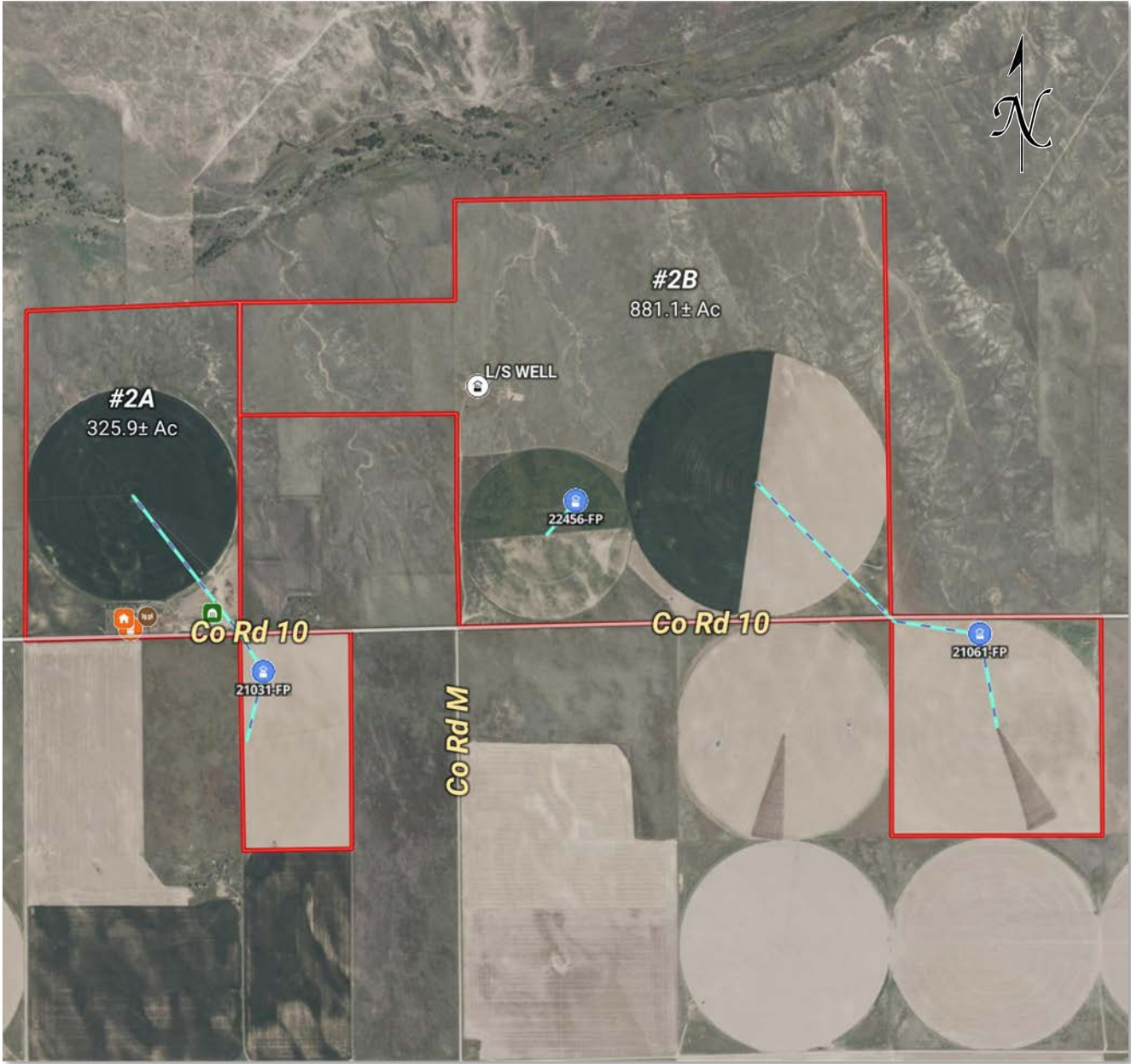
Possession:

Upon closing.

Comments:

194± acres of wheat will be conveyed to Buyer(s); Buyer(s) to pay crop insurance premium at time of closing. Stacked hay to be removed by December 30, 2025. Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B

Acreage:

601.5± Ac Pivot Irrigated

84.3± Ac CRP Corners

21.0± Ac Dry/Grass Corners

477.0± Ac Pasture

19.5± Ac Improvement site

3.7± Ac Roads

1,207.0± TOTAL

Taxes & Assessments:

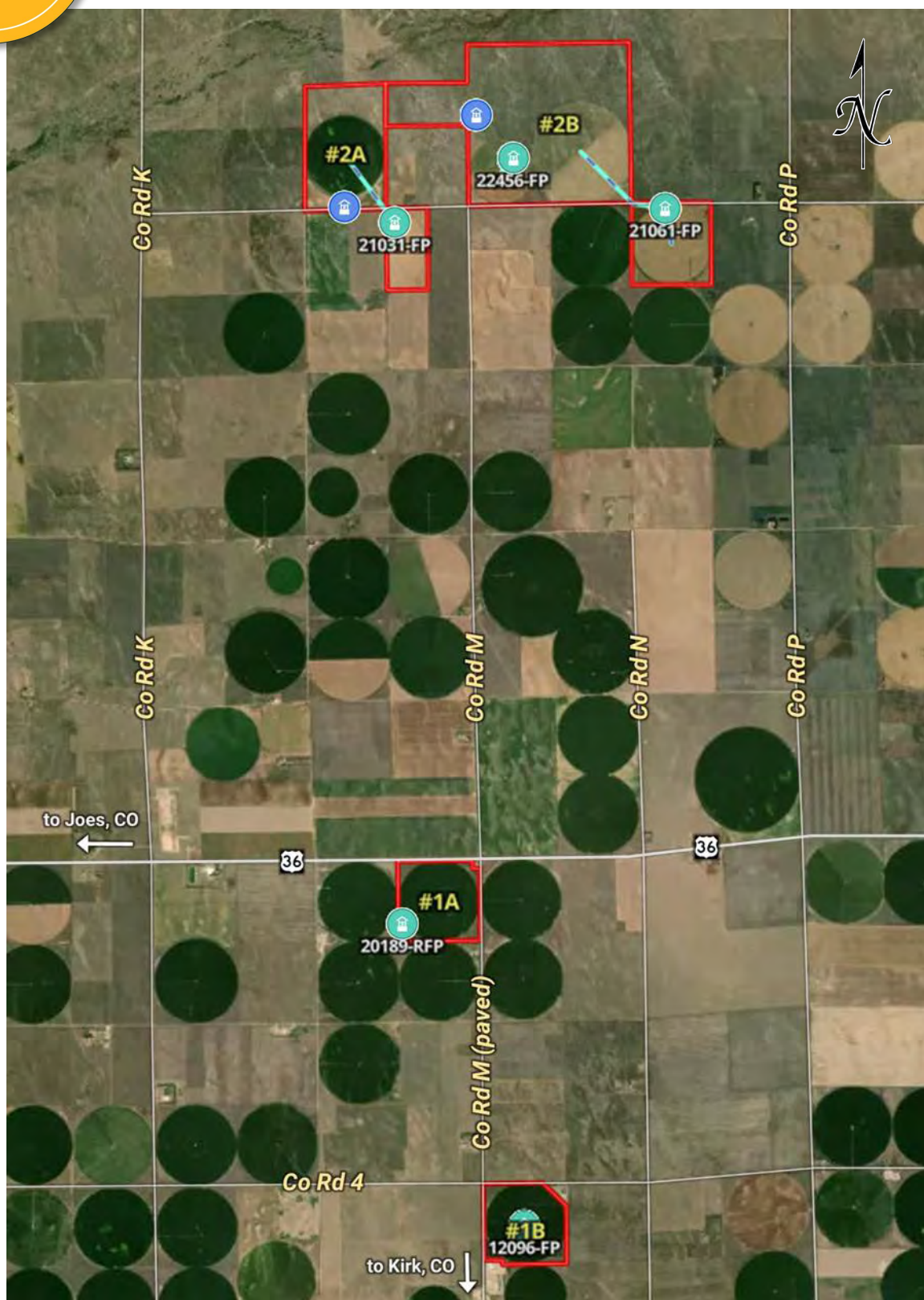
2024 real estate taxes paid in 2025 were approx.: \$8,044.36, Arickaree Groundwater Management (AGWM) \$240.00, Republican River Water Conservation District (RRWCD) \$18,075.00.

Total: \$26,359.36.

FSA Information:

Total base acres: 669.52 acres (See #2A & #2B for breakdown)





Unit Information



**Irrigated
Farm
Unit**

Legal Description:

See Parcels #1A, #1B, #2A, & #2B

Acreage:

856.5± Ac Pivot Irrigated

129.3± Ac CRP Corners

21.0± Ac Dry/Grass Corners

477.0± Ac Pasture

19.5± Ac Improvement site

12.6± Ac Roads

1,515.9± TOTAL

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$11,346.44, Arickaree Groundwater Management (AGWM) \$364.50, Republican River Water Conservation District (RRWCD) \$25,861.80.

Total: \$37,572.74.

FSA Information:

Total base acres: 922.82 acres (See #1A, #1B, #2A & #2B for breakdown)

Possession:

See #1A, #1B, #2A & #2B





Parcel Information



**Parcel
#3A**

Legal Description:

NW1/4 of Section 7, Township 5 South, Range 46 West of the 6th PM, Yuma, County, CO.

See Pages 165-169 for legal description and title commitment. See separate document for title exceptions.

Acreage:

160.4± Ac CRP

3.9± Ac Roads/Grass

164.3± TOTAL

Soils:

Cropland Soils consists primarily of Haxtun sandy loam & Julesburg loamy sand (Class III & IV). See Soils Map on Page 40.

Taxes:

2024 real estate taxes paid in 2025 were approximately: \$370.00.

FSA Information:

CRP Contract #11797B. 82.99 acres @ \$62.64. (\$5,198.49/year), expires 9/30/2033.

CRP Contract #11563B. 77.41 acres @ \$57.45. (\$4,447.20/year), expires 9/30/2032.

Current total CRP payments: \$9,645.69. Both contracts include acreage in Parcel #3B; contracts will be split if #3A & #3B sell separately. See Pages 50-51 for copy of contracts.

Possession:

Upon closing.

Comments:

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Parcel Information



**Parcel
#3B**

Legal Description:

SW1/4, W1/2SE1/4 of Section 7, Township 5 South, Range 46 West of the 6th PM,
Yuma, County, CO.

See Pages 165-169 for legal description and title commitment. See separate document for
title exceptions.

Acreage:

241.0± Ac CRP

2.0± Ac Roads/Waste

243.0± TOTAL

Soils:

Cropland soils consists primarily of Haxtun sandy loam and Platner loam (class III & IV).
See Soils Map on Page 41.

Taxes:

2024 real estate taxes paid in 2025 were: \$553.00

FSA Information:

CRP Contract #11797B. 100.19 acres @ \$62.64. (\$6,158.76/year), expires 9/30/2033.

CRP Contract #11563B. 140.78 acres @ \$57.45. (\$8,195.24/year), expires 9/30/2032.

Current total CRP payments: \$14,354.00. Both contracts include acreage in Parcel #3A; con-
tracts will be split if #3A & #3B sell separately. See Pages 50-51 for copies of contracts.

Possession:

Upon closing.

Comments:

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7
years and an optional 3-year extension. Additional information available upon request.





Parcel Information



**Parcel
#3C**

Legal Description:

NE1/4 except 10-acre tract of Section 13, Township 5 South, Range 47 West of the 6th PM, Yuma, County, CO.

See Pages 170-173 for legal description and title commitment. See separate document for title exceptions.

Acreage:

148.0± Ac CRP (estimate after survey)

2.0± Ac Roads/Waste

150.0± TOTAL

Soils:

Cropland soils consists primarily of Haxtun sandy loam and Julesburg loamy sand (class III). See Soils Map on Page 42.

Taxes:

2024 real estate taxes paid in 2025 were approx.: \$316.64

FSA Information:

CRP Contract #11310B. 148.00±* acres @ \$32.00 (4,736.00/year). Contract expires 9/30/2030. See Page 52 for copy of contract. *Contract acres to be adjusted after survey and exemption are complete.

Possession:

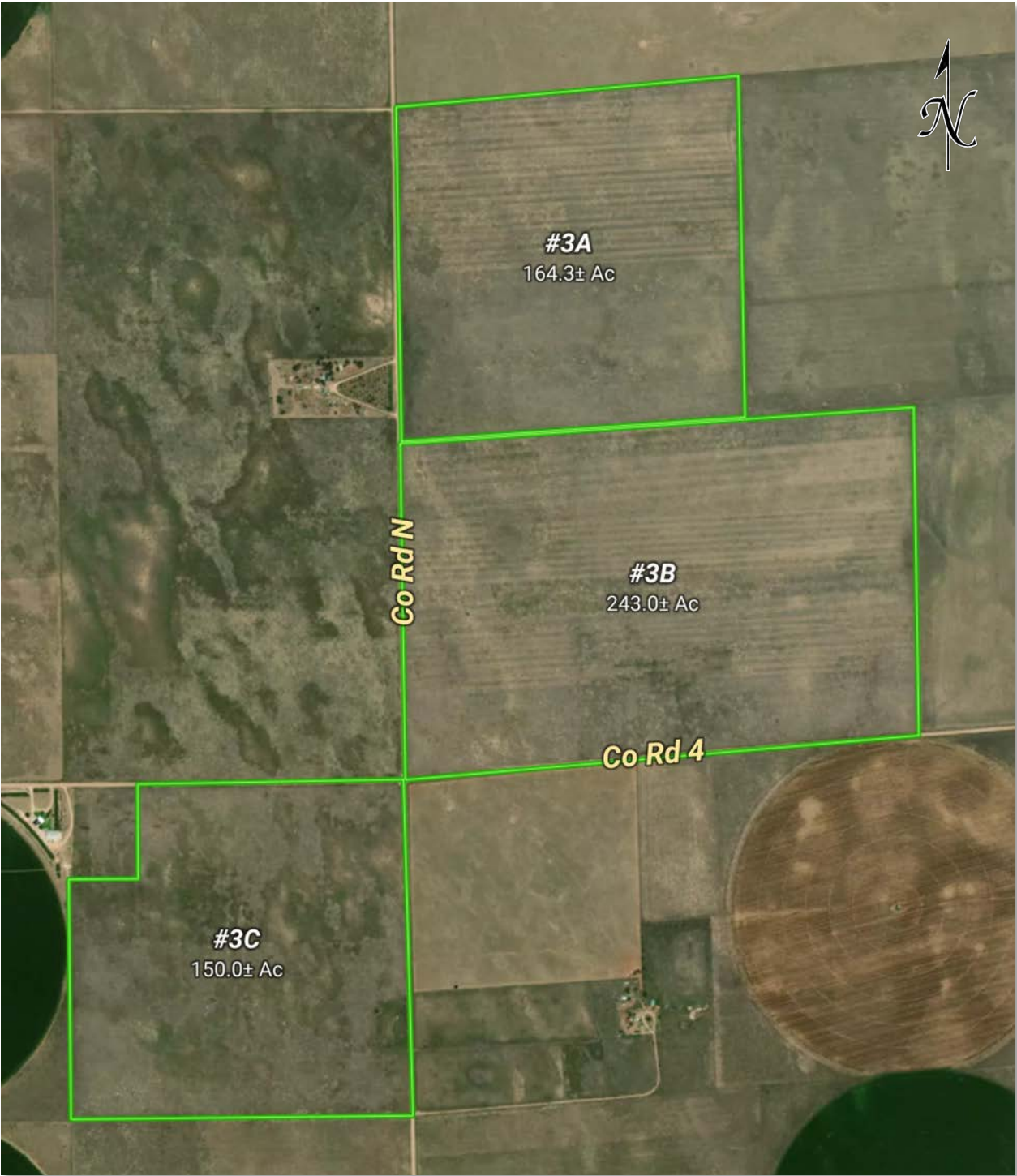
Upon closing.

Comments:

CRP needs inter-seeding done in 2026 as part of management plan. Seed is ordered and on hold at an estimated cost of \$30/acre.

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Combo Information

**Combo
#3**

Legal Description:

See Parcels #3A, #3B, & #3C

Acreage:

549.4± Ac CRP

7.9± Ac Roads

557.3± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$1,239.64.

FSA Information:

See Parcels #3A, #3B, & #3C

CRP payments currently total \$28,735.69/year. Contracts begin to expire in 2030.





Parcel Map



Parcel Information

**Parcel
#4A**

Legal Description:

SE1/4 except tract, of Section 29, Township 5 South, Range 46 West of the 6th PM,
Yuma, County, CO.

See Pages 174-177 for legal description and title commitment. See separate document for
title exceptions.

Acreage:

152.7± Ac CRP

1.1± Ac Roads/Waste

153.8± TOTAL

Soils:

Cropland soils consists primarily of Haxtun sandy loam and Platner loam (class III & IV).
See Soils Map on Page 43.

Taxes:

2024 real estate taxes paid in 2025 were: \$351.38.

FSA Information:

CRP Contract #12004B (SAFE). 152.71 acres @ \$67.91 (\$10,372.00/year); expires 9/30/2038.
See Page 53 for copy of the contract.

Possession:

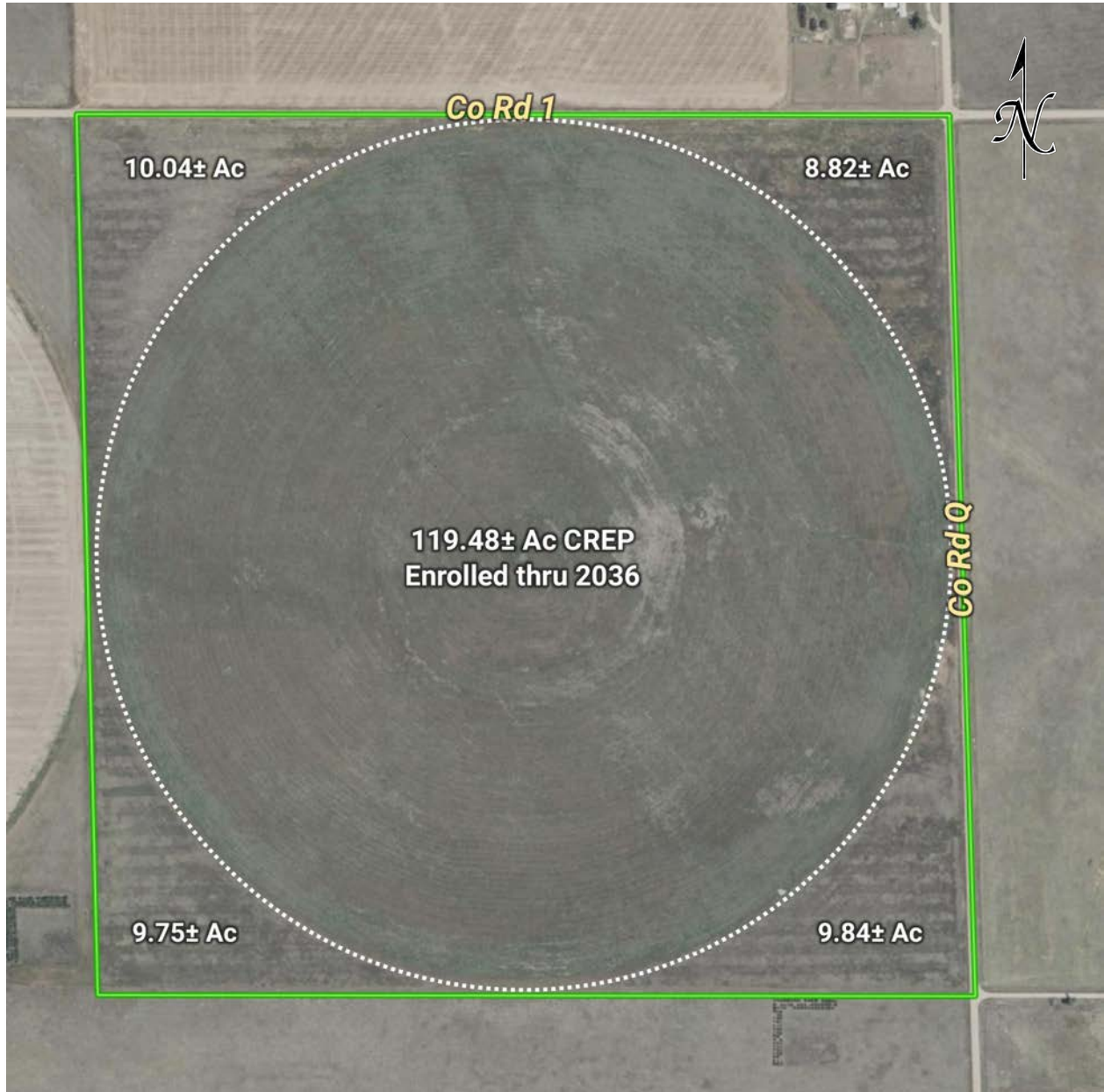
Upon closing.

Comments:

Grass has been seeded.

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7
years and an optional 3-year extension. Additional information available upon request.





Parcel Information

**Parcel
#4B**

Legal Description:

NE1/4 of Section 32, Township 5 South, Range 46 West of the 6th PM, Yuma, County, CO.

See Pages 187-181 for legal description and title commitment. See separate document for title exceptions.

Acreage:

119.5± Ac CREP

38.5± Ac Expired CRP Corners

2.4± Ac Roads/Waste

160.4± TOTAL

Soils:

Soils consists primarily of Platner loam (class IV). See Soils Map on Page 44.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,583.92, Arickaree Groundwater Management (AGWM) \$60.00. **Total: \$1,643.92.**

FSA Information:

CREP Contract #11588B. 119.48 acres @ \$221.00 (\$26,405.08/year); expires 9/30/2037. See Page 54 for copy of contract. See additional payments from RRWCD below.

CREP Payment Summary:

Payment #	Year	RRWCD Base Payment	ARPA Supplement	CREP Contract	Total Payments
4	2026	\$4,181.80	\$33,394.92	\$26,405.08	\$63,981.80
5	2027	\$4,181.80		\$26,405.08	\$30,586.88
6	2028	\$4,181.80		\$26,405.08	\$30,586.88
7	2029	\$4,181.80		\$26,405.08	\$30,586.88
8	2030	\$4,181.80		\$26,405.08	\$30,586.88
9	2031	\$4,181.80		\$26,405.08	\$30,586.88
10	2032	\$4,181.80		\$26,405.08	\$30,586.88
11	2033	\$4,181.80		\$26,405.08	\$30,586.88
12	2034	\$4,181.80		\$26,405.08	\$30,586.88
13	2035	\$4,181.80		\$26,405.08	\$30,586.88
14	2036	\$4,181.80		\$26,405.08	\$30,586.88
15	2037	\$0.00		\$26,405.08	\$26,405.08
		\$45,999.80	\$33,394.92	\$316,860.96	\$396,255.68

Possession:

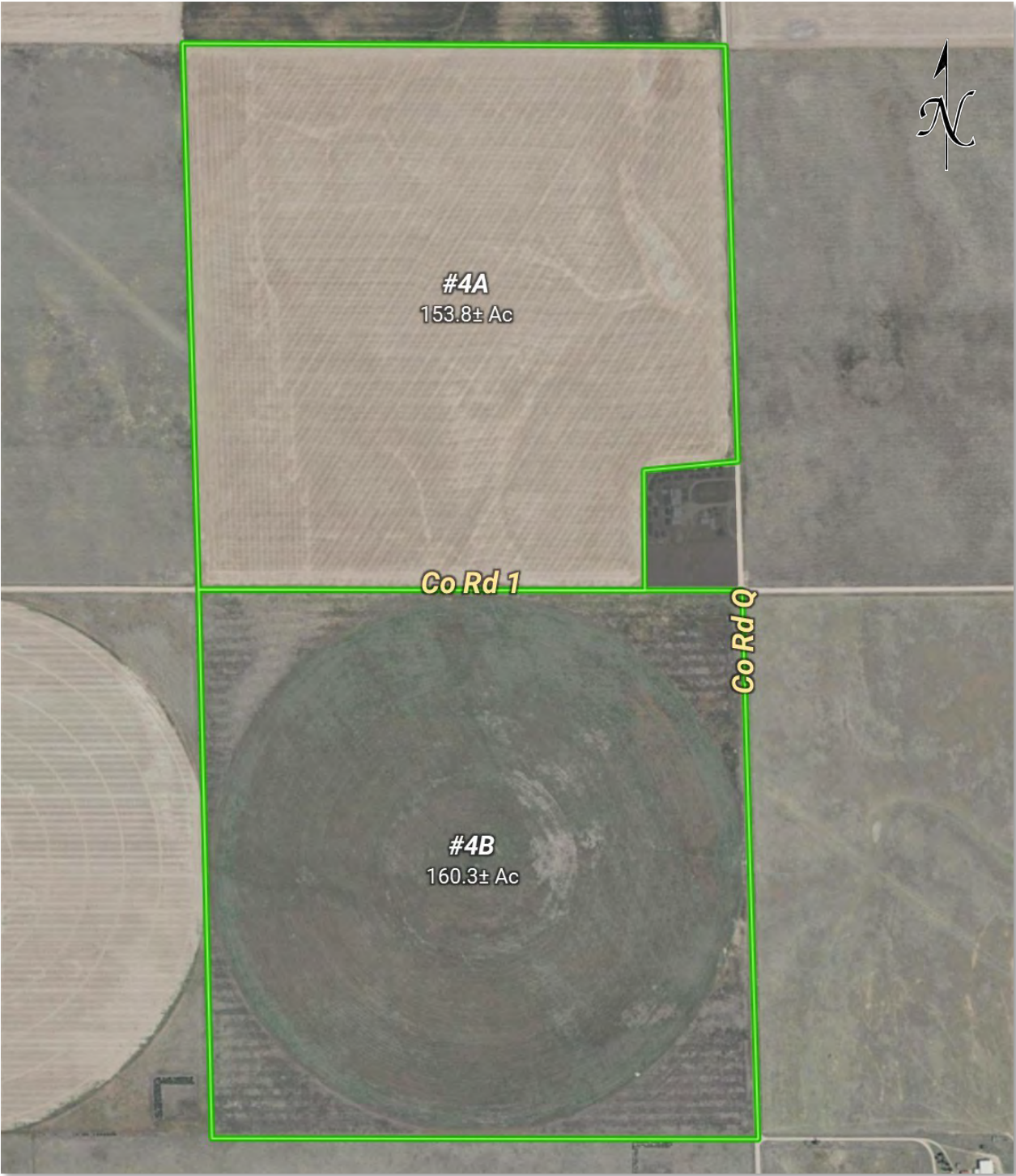
Upon closing.

Comments:

Old sprinkler included. Corner acres are expired CRP. Irrigation well has been plugged and abandoned. There is an existing stock well on the property—permit pending.

Property is under an easement for wind energy development dated 6/8/22 with an initial term of 7 years and an optional 3-year extension. Additional information available upon request.





Combo Information

**Combo
#4**

Legal Description:

See Parcels #4A & #4B

Acreage:

152.7± Ac CRP
119.5± Ac CREP
38.5± Ac Expired CRP
3.5± Ac Roads

314.2± TOTAL

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,935.30. Arickaree Groundwater Management (AGWM) \$60.00. **Total: \$1,995.30.**

FSA Information:

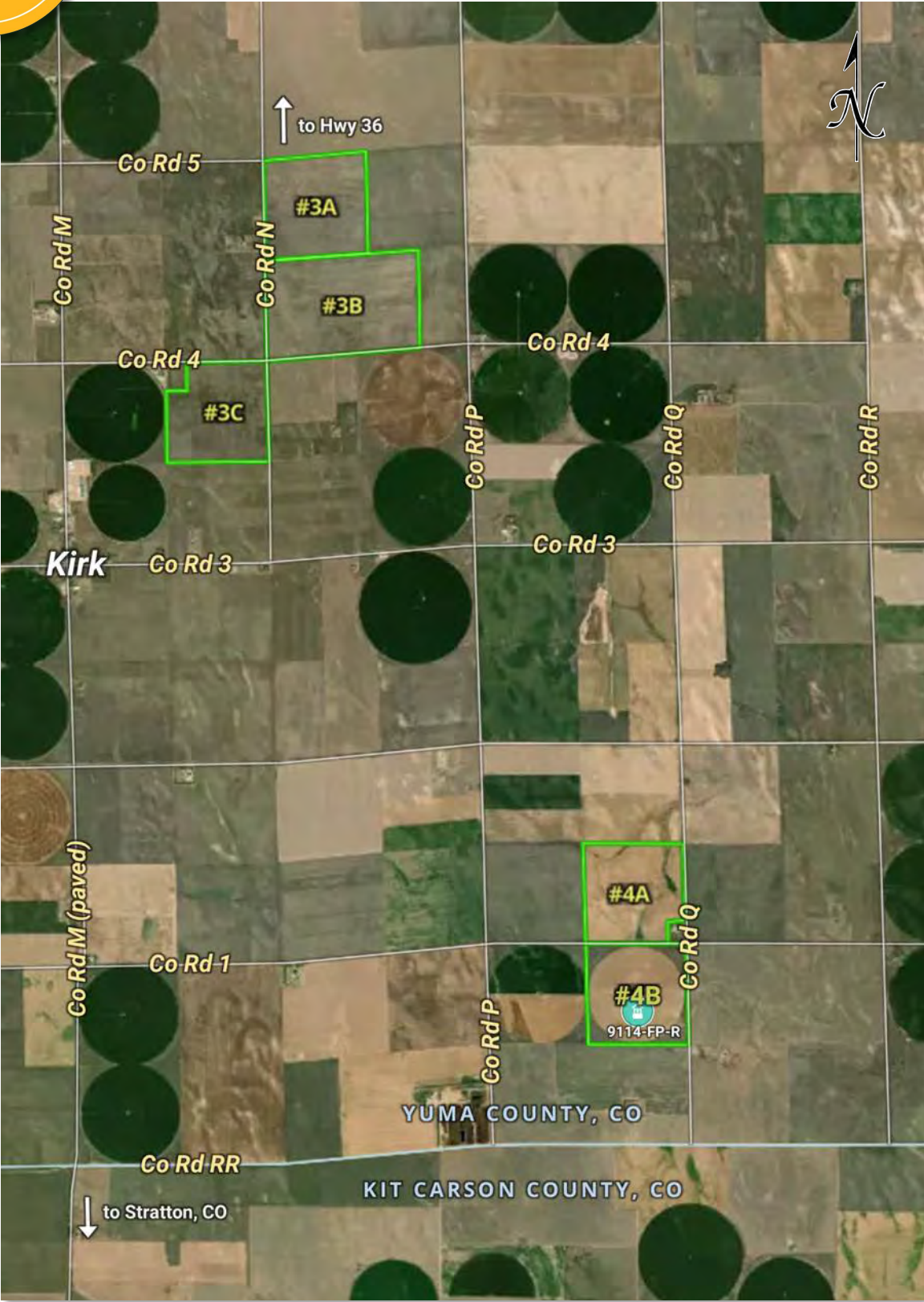
See #4A & #4B

Comments:

See #4A & #4B. Attractive income stream with over \$531,000± remaining of contract payments through 2038 (see table below).

Year	RRWCD Base Payment	ARPA Supplement	CREP Contract	#4A CRP	Total Payments
2026	\$4,181.80	\$33,394.92	\$26,405.08	\$10,372.00	\$74,353.80
2027	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2028	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2029	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2030	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2031	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2032	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2033	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2034	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2035	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2036	\$4,181.80		\$26,405.08	\$10,372.00	\$40,958.88
2037	\$0.00		\$26,405.08	\$10,372.00	\$36,777.08
2038	\$0.00		\$0.00	\$10,372.00	\$10,372.00
	\$45,999.80	\$33,394.92	\$316,860.96	\$134,836.00	\$531,091.68





Unit Information



Legal Description:

See Parcels #3A, #3B, #3C, #4A, & #4B

Acreage:

702.1± Ac CRP

119.5± Ac CREP

38.5± Ac Expired CRP

11.4± Roads/Waste

871.5± TOTAL

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$3,174.94, Arickaree Groundwater Management (AGWM) \$60.00. **Total: \$3,234.94.**

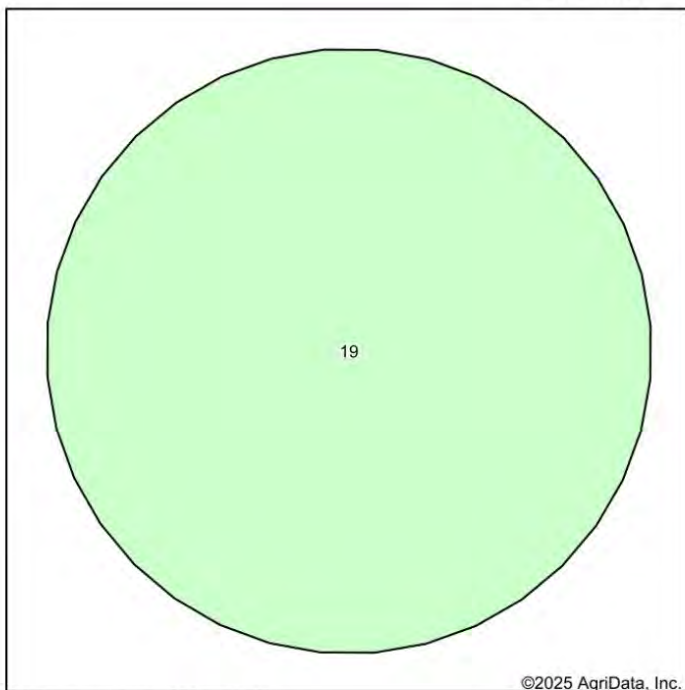
FSA Information:

See Parcels #3A, #3B, #3C, #4A, & #4B

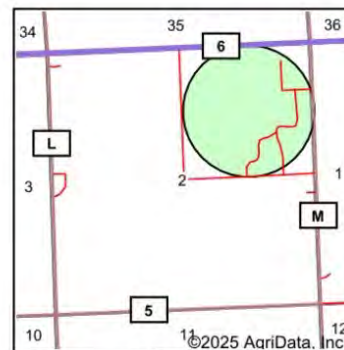


Parcel #1A

Soils Map



Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Yuma**
Location: **2-5S-47W**
Township: **South Divide**
Acres: **128**
Date: **11/10/2025**

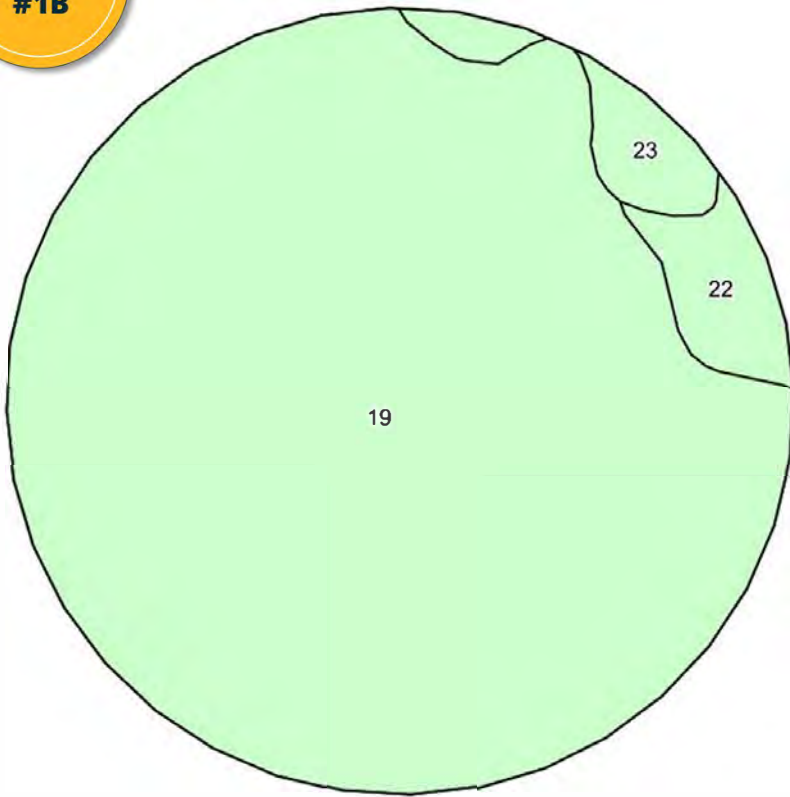
Maps Provided By:



Area Symbol: CO125, Soil Area Version: 26					
Code	Soil Description	Acres	Percent of field	Irr Class	Corn Irrigated Bu
19	Haxtun sandy loam, 0 to 3 percent slopes	128.00	100.0%	Ile	144
Weighted Average				2.00	144

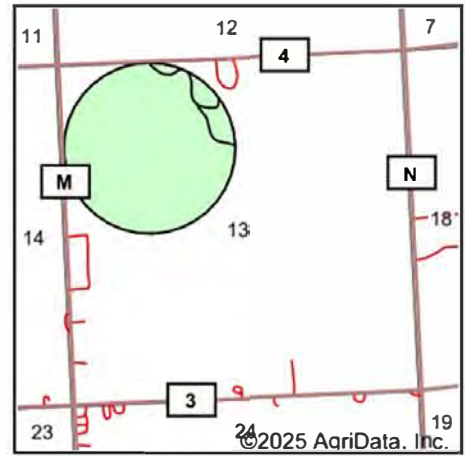
Soils Map

**Parcel
#1B**



©2025 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Yuma**
Location: **13-5S-47W**
Township: **South Divide**
Acres: **127**
Date: **11/10/2025**

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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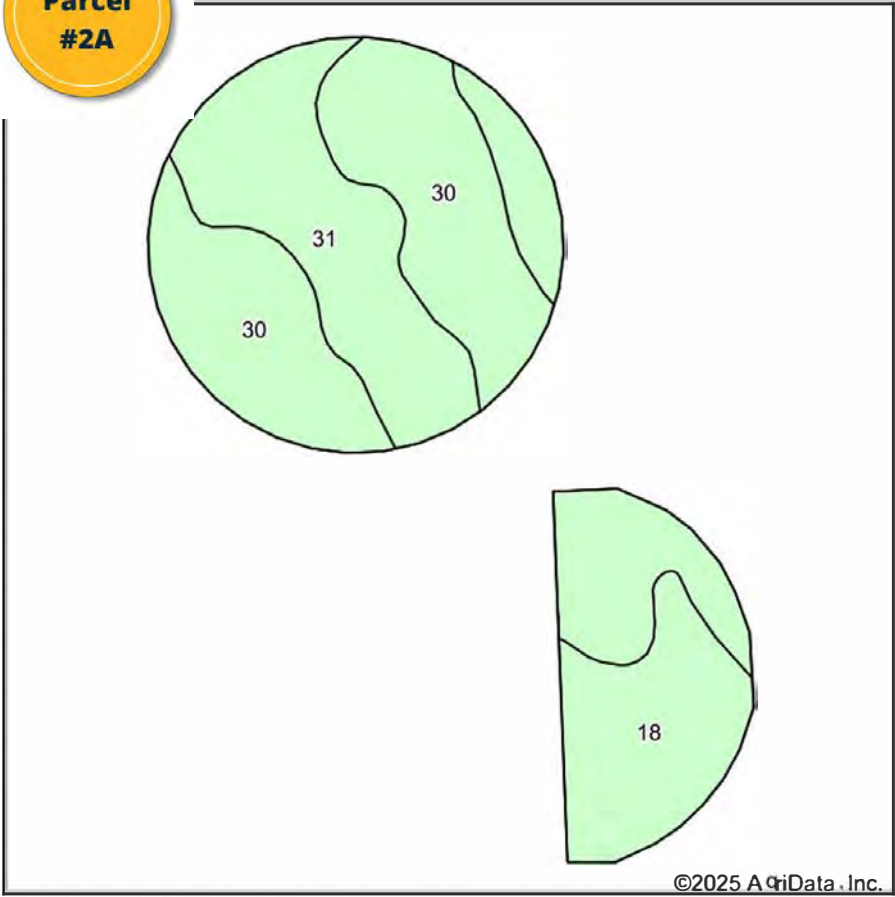
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Irr Class	Corn Irrigated Bu
19	Haxtun sandy loam, 0 to 3 percent slopes	117.70	92.7%	Ile	144
22	Julesburg loamy sand, 0 to 3 percent slopes	4.80	3.8%	IIle	
23	Julesburg loamy sand, 3 to 9 percent slopes	4.50	3.5%	IVe	
Weighted Average				2.11	133.5

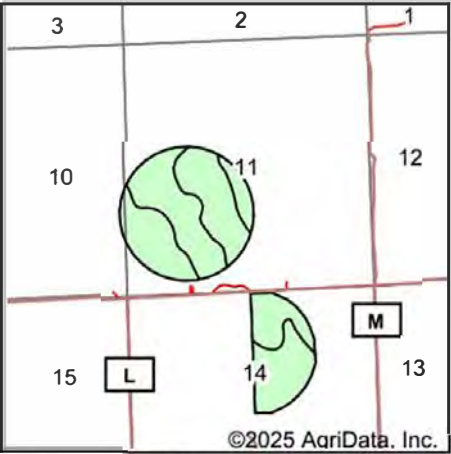
Soils data provided by USDA and NRCS.



Soils Map



Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Yuma**
Location: **11-4S-47W**
Township: **South Divide**
Acres: **215.5**
Date: **11/10/2025**

Maps Provided By:



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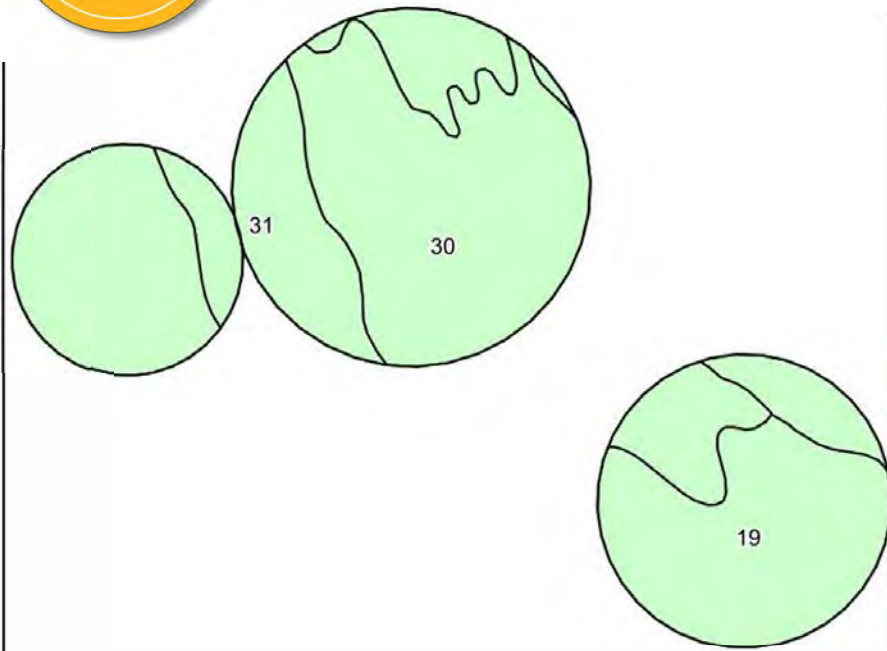
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Irr Class	Corn Irrigated Bu
30	Manter sandy loam, 2 to 5 percent slopes	109.53	50.9%	IIIe	120
31	Manter sandy loam, 5 to 9 percent slopes	66.02	30.6%	I/Ve	
18	Haxtun loamy sand, 0 to 3 percent slopes	39.95	18.5%	IIIe	
Weighted Average				3.31	61

Soils data provided by USDA and NRCS.

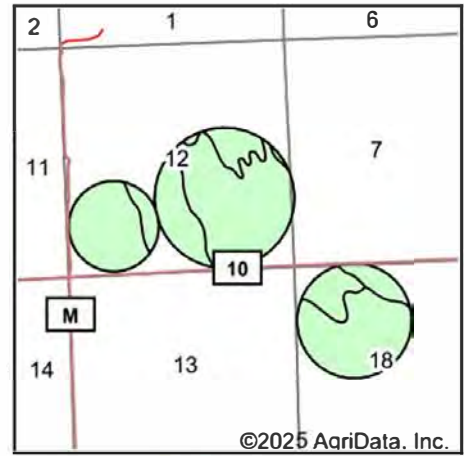
Soils Map

**Parcel
#2B**



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Soils data provided by USDA and NRCS.



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State: **Colorado**
County: **Yuma**
Location: **12-4S-47W**
Township: **South Divide**
Acres: **403.87**
Date: **11/10/2025**

Maps Provided By:



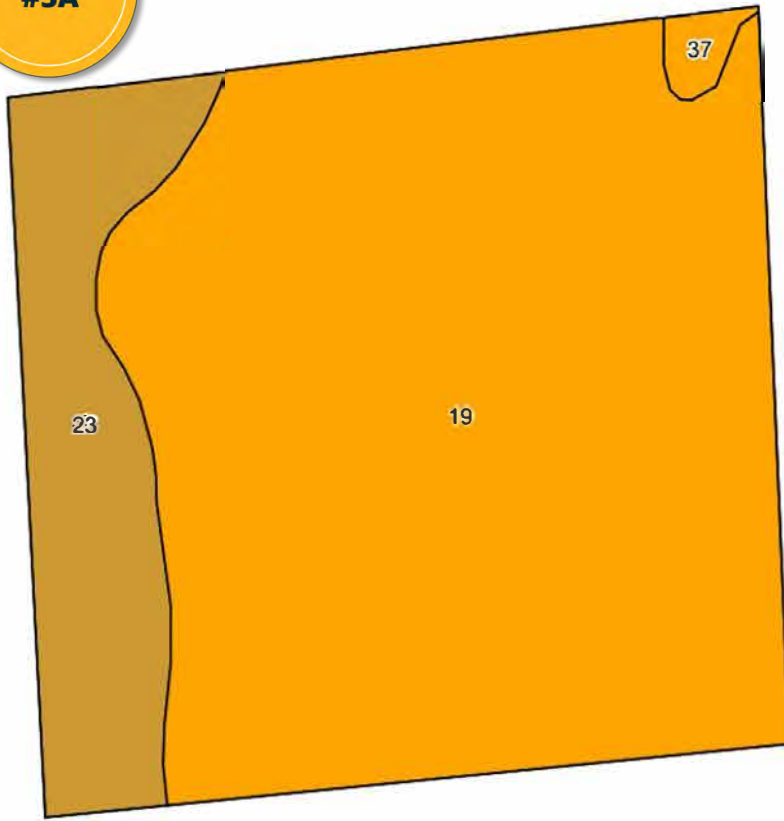
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Irr Class	Corn Irrigated Bu
30	Manter sandy loam, 2 to 5 percent slopes	219.98	54.5%	IIIe	120
31	Manter sandy loam, 5 to 9 percent slopes	92.95	23.0%	I/Ve	
19	Haxtun sandy loam, 0 to 3 percent slopes	90.94	22.5%	IIe	
Weighted Average				3.00	65.4

Soils data provided by USDA and NRCS.

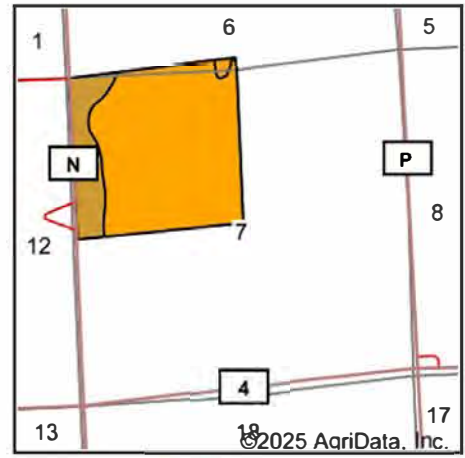
Soils Map

**Parcel
#3A**



©2025 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Yuma**
Location: **7-5S-46W**
Township: **South Divide**
Acres: **160.4**
Date: **11/10/2025**

Maps Provided By:
surety
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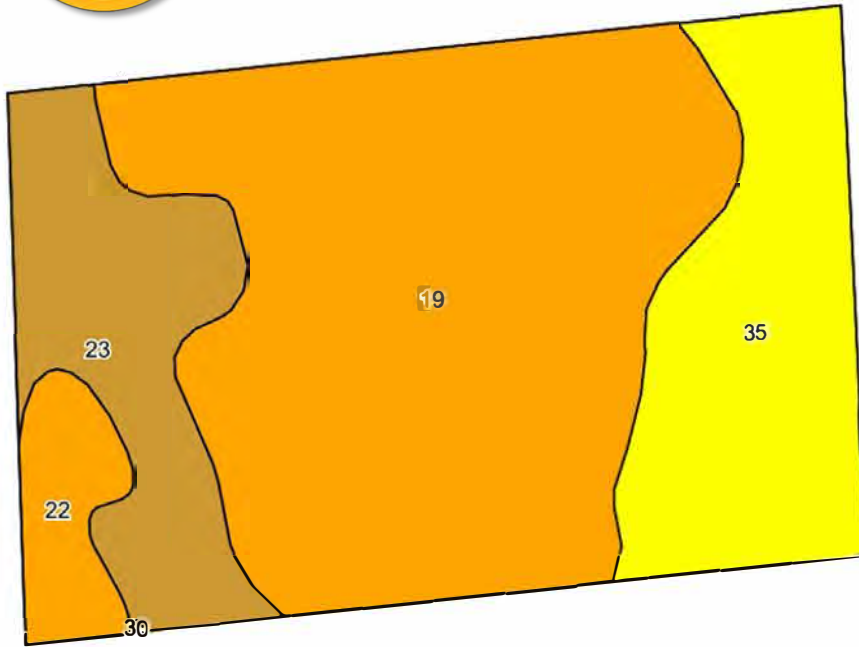
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	131.92	82.2%		IIIc
23	Julesburg loamy sand, 3 to 9 percent slopes	26.92	16.8%		VIIs
37	Rago loam, 0 to 3 percent slopes	1.56	1.0%		IIIs
Weighted Average					3.50

Soils data provided by USDA and NRCS.

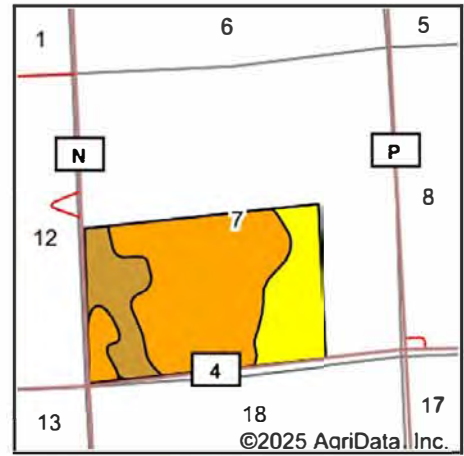
Soils Map

**Parcel
#3B**



©2025 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Yuma**
Location: **7-5S-46W**
Township: **South Divide**
Acres: **241**
Date: **11/10/2025**

Maps Provided By:
surety
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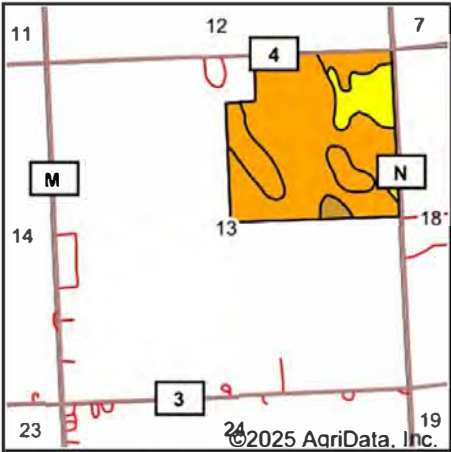
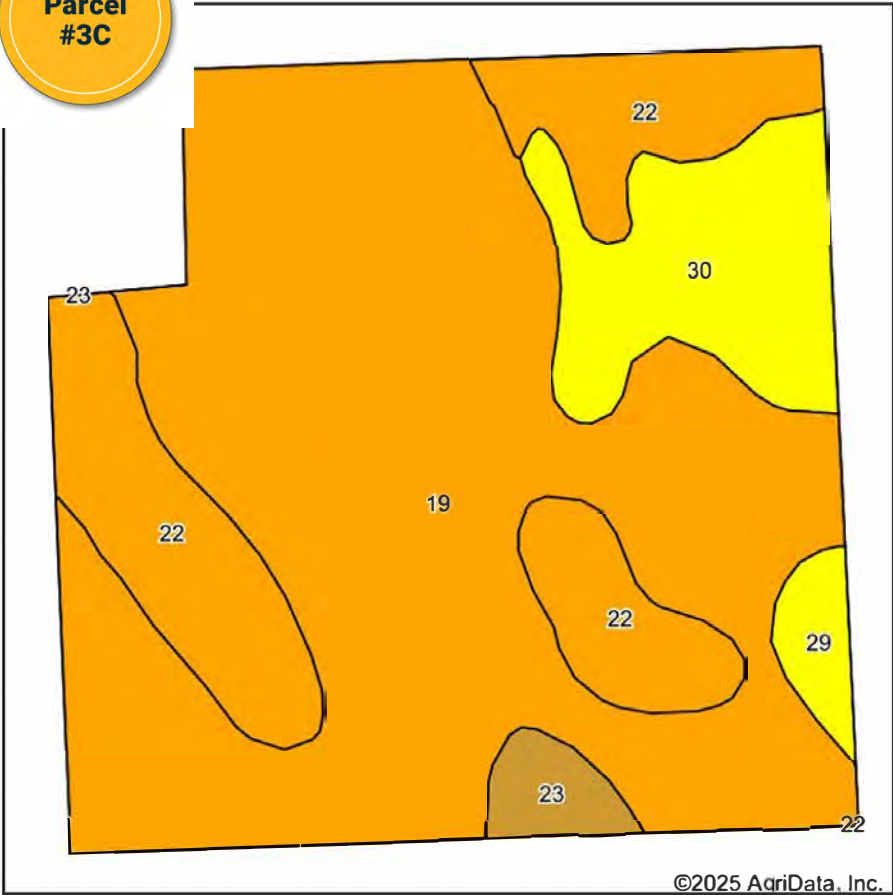
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	136.27	56.6%		IIIc
35	Platner loam, 0 to 3 percent slopes	52.77	21.9%		IVs
23	Julesburg loamy sand, 3 to 9 percent slopes	39.70	16.5%		Vis
22	Julesburg loamy sand, 0 to 3 percent slopes	12.17	5.0%		IIIe
30	Manter sandy loam, 2 to 5 percent slopes	0.09	0.0%		IVe
Weighted Average					3.71

Soils data provided by USDA and NRCS.



Soils Map



State: **Colorado**
County: **Yuma**
Location: **13-5S-47W**
Township: **South Divide**
Acres: **148**
Date: **11/10/2025**

Maps Provided By:

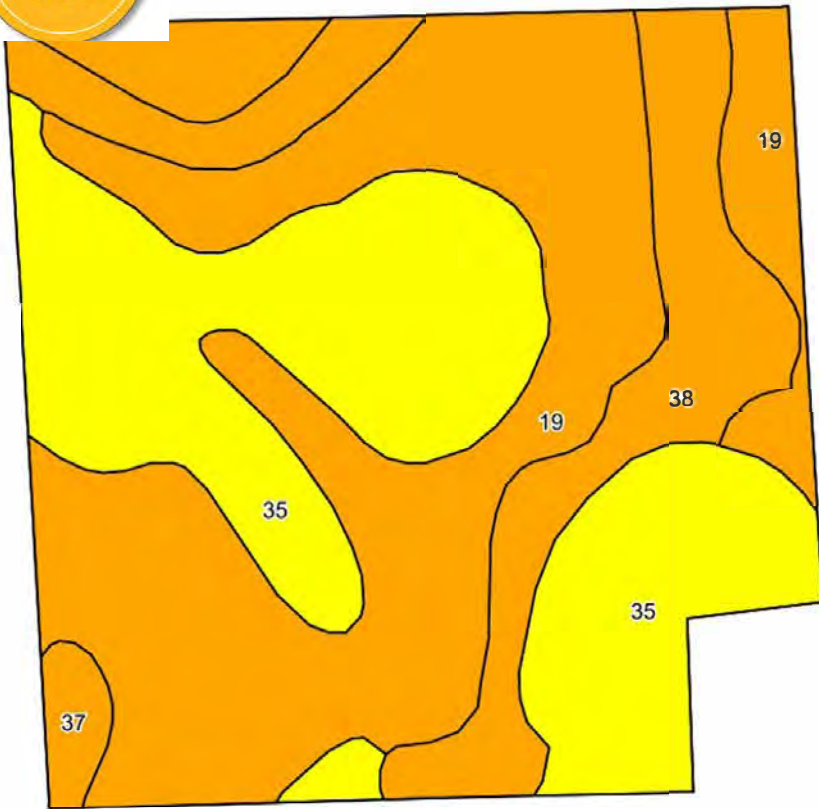
CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

Area Symbol: CO125, Soil Area Version: 26					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	96.68	65.2%		IIIc
22	Julesburg loamy sand, 0 to 3 percent slopes	28.98	19.6%		IIIe
30	Manter sandy loam, 2 to 5 percent slopes	16.37	11.1%		IVe
23	Julesburg loamy sand, 3 to 9 percent slopes	3.08	2.1%		VIIs
29	Manter loamy sand	2.89	2.0%		IVe
Weighted Average					3.19

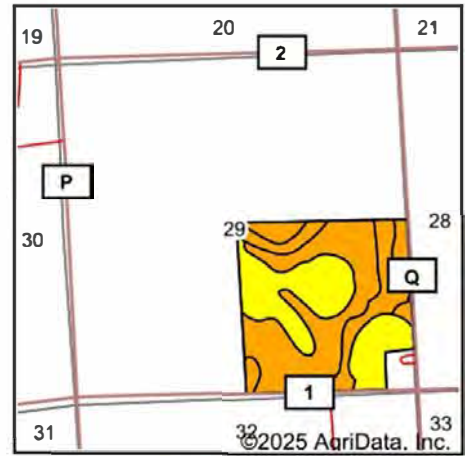
**Parcel
#4A**

Soils Map



©2025 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Colorado**
 County: **Yuma**
 Location: **29-5S-46W**
 Township: **South Divide**
 Acres: **152.7**
 Date: **11/10/2025**

Maps Provided By:

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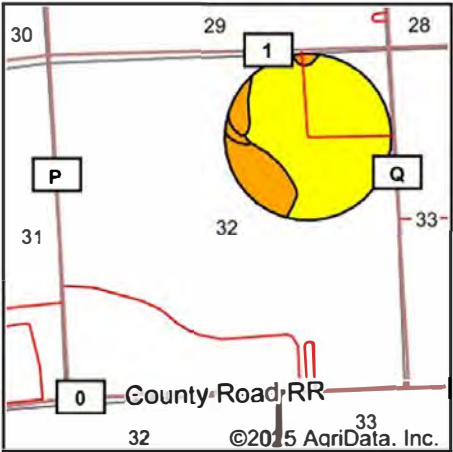
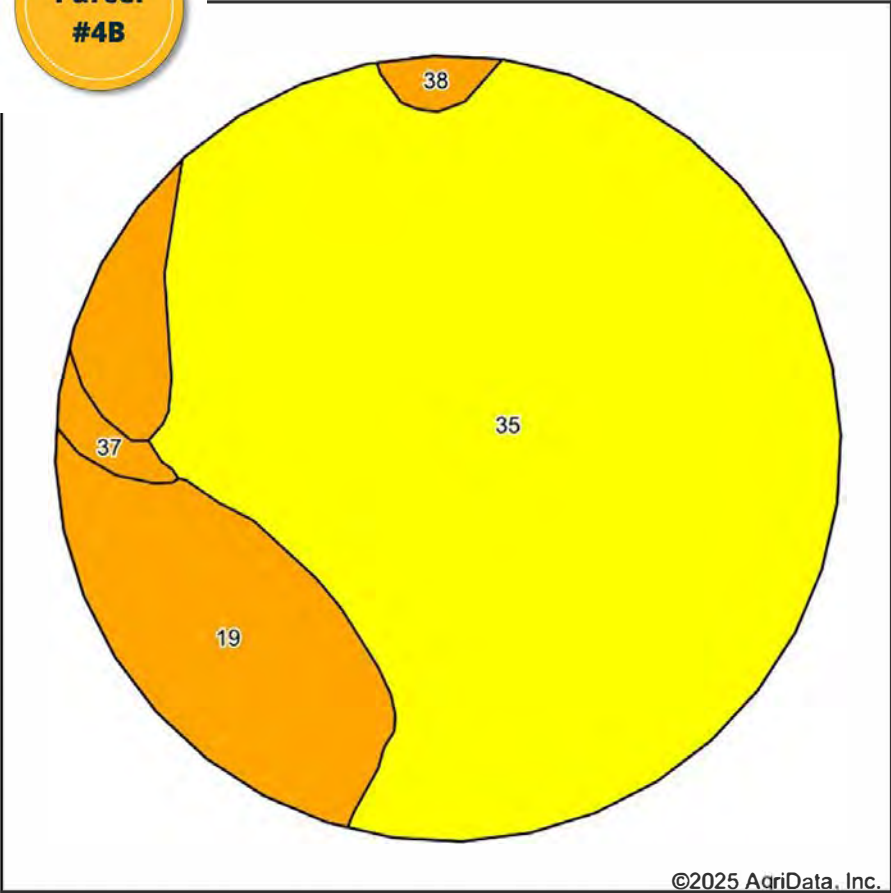
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	69.92	45.7%		IIIc
35	Platner loam, 0 to 3 percent slopes	55.39	36.3%		IVs
38	Rago clay loam, occasional overflow, 0 to 2 percent slopes	25.02	16.4%		IIIIs
37	Rago loam, 0 to 3 percent slopes	2.37	1.6%		IIIIs
Weighted Average					3.36

Soils data provided by USDA and NRCS.



Soils Map



State: **Colorado**
County: **Yuma**
Location: **32-5S-46W**
Township: **South Divide**
Acres: **119.5**
Date: **11/10/2025**

Maps Provided By:

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Soils data provided by USDA and NRCS.

Area Symbol: CO125, Soil Area Version: 26					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	95.21	79.6%		IVs
19	Haxtun sandy loam, 0 to 3 percent slopes	21.74	18.2%		IIIc
37	Rago loam, 0 to 3 percent slopes	1.40	1.2%		IIIs
38	Rago clay loam, occasional overflow, 0 to 2 percent slopes	1.15	1.0%		IIIs
Weighted Average					3.80

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION

08 125

2. SIGN-UP
NUMBER
49

3. CONTRACT NUMBER

11128B

4. ACRES FOR
ENROLLMENT
22.55

CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO80758-1320

6. TRACT NUMBER

3245

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

10-01-2016

TO: (MM-DD-YYYY)

09-30-2026

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 332-3107

8. SIGNUP TYPE:
General

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 56.08

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 1,266.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

9C. First Year Payment \$

3245

2

CP2

6.12

\$ 612.00

(Item 9C is applicable only when the first year payment is prorated.)

3245

3

CP2

4.37

\$ 437.00

3245

4

CP2

5.48

\$ 548.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)SECOND RESTATEMENT OF THE RICHARD A. LIMING TR N 1
C/O ROBIN LIMING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell Liming
Co Trustee(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY(5) DATE
(MM-DD-YYYY)

9-10-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)SECOND RESTATEMENT OF THE MARY P. LIMING TR N 1 DT
C/O ROBIN LIMING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell Liming
Co Trustee(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY(5) DATE
(MM-DD-YYYY)

9-10-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE

Jenny Peters

B. DATE

9-10-25

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Parcel
#1B

Page 1 of 1

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION
08 125

2. SIGN-UP
NUMBER
49

3. CONTRACT NUMBER
11130B

4. ACRES FOR
ENROLLMENT
22.43

CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO80758-1320

6. TRACT NUMBER
13021

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)
10-01-2016 09-30-2026

8. SIGNUP TYPE:
General

5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 58.74	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,318.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	13021	2	CP2	7.14	\$ 714.00
(Item 9C is applicable only when the first year payment is prorated.)		13021	5	CP2	6.20	\$ 620.00
		13021	6	CP2	9.09	\$ 909.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>SECOND RESTATEMENT OF THE RICHARD A LIMING TR NO 1 C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726</small>	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co Trustee</i>	(5) DATE (MM-DD-YYYY) <i>9-10-25</i>
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>SECOND RESTATEMENT OF THE MARY P LIMING TR NO 1 DT C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726</small>	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co Trustee</i>	(5) DATE (MM-DD-YYYY) <i>9-10-25</i>
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY (A SIGNATURE OF CCC REPRESENTATIVE) <i>Ginny Adams</i>	B. DATE (MM-DD-YYYY) <i>9-10-25</i>
--	--

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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YUMA COUNTY FSA
WRAY COLORADO

Date Printed: 09/08/2025

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)
YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO 80758-13201. ST. & CO. CODE & ADMIN. LOCATION
08 1252. SIGN-UP
NUMBER
633. CONTRACT NUMBER
121424. ACRES FOR
ENROLLMENT
35.416. TRACT NUMBER
2738

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

TO: (MM-DD-YYYY)

9-30-2025 9-30-2035

8. SIGNUP TYPE:

SAFE - CO Upland Bird SAFE

5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 39.00

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 1,381.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

9C. First Year Payment \$

2738

0006

CP38E-4D

14.75

\$ 2,906.00

(Item 9C is applicable only when the first year payment is prorated.)

2738

0007

CP38E-4D

20.66

\$ 4,070.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)SECOND REPRESENTATIVE OF THE RICHARD A. LIVING TR NO 1
C/O ROBIN LIVING
486 COUNTRY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robbie L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)SECOND REPRESENTATIVE OF THE RICHARD A. LIVING TR NO 1 DT
C/O ROBIN LIVING
486 COUNTRY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robbie L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

Jenny Peterson

B. DATE

9/4/2025

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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MAY 27 2025
Date Printed: 05/27/2025
YUMA COUNTY FSA
WRAY COLORADO

Parcel
#2B

Page 1 of 1

DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION

08 125

2. SIGN-UP
NUMBER
63

3. CONTRACT NUMBER

12143

4. ACRES FOR
ENROLLMENT
26.59

N RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO 80758-1320

6. TRACT NUMBER

2941

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

10-1-25

TO: (MM-DD-YYYY)

9-30-35

8. SIGNUP TYPE:

SAFE - CO Upland Bird SAFE

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 39.00

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 1,037.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

9C. First Year Payment \$

2941

0004

CP38E-4D

8.03

\$ 1,582.00

(Item 9C is applicable only when the first year payment is prorated.)

2941

0006

CP38E-4D

18.56

\$ 3,656.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND REPRESENTATIVE OF THE RICHARD A. LIVING TR NO 1
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robert L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND REPRESENTATIVE OF THE RICHARD A. LIVING TR NO 1 DT
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robert L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

Cherry Peterson

B. DATE
(MM-DD-YYYY)

5/14/2025

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Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

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Date Printed: 05/27/2025

MAY 28 2025

YUMA COUNTY FSA
WRAY COLORADO

Parcel
#2B

Page 1 of 1

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION
08 125

2. SIGN-UP
NUMBER
63

CONSERVATION RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER
12138

4. ACRES FOR
ENROLLMENT
22.26

5. OFFICE ADDRESS (Include Zip Code)

SERVICE AGENCY

6. TRACT NUMBER
2740

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)

10-1-2025 9-30-2025

8. SIGNUP TYPE:

SAFE - CO Upland Bird SAFE

441 N CLAY STREET
WRAY, CO 80758-1320

5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2G30, as applicable.

9A. Rental Rate Per Acre \$ 39.00

9B. Annual Contract Payment \$ 868.00

9C. First Year Payment \$

(Item 9C is applicable only when the first year payment is prorated.)

10. Identification of CRP Land (See Page 2 for additional space)

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

2740

0004

CP38E-4D

22.26

\$ 4,385.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND REPRESENTATIVE OF THE LICHARD A. LINTING TR NO 1
C/O ROBIN LINTING
486 COUNTY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robert R. Linting

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND REPRESENTATIVE OF THE LICHARD A. LINTING TR NO 1
C/O ROBIN LINTING
486 COUNTY ROAD Q
KIRK, CO 80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Robert R. Linting

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Trustee

(5) DATE
(MM-DD-YYYY)

5-27-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

Jenny Peterson

B. DATE

9/14/2025

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/occr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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RECEIVED
Date Printed: 05/27/2025

MAY 28 2025

YUMA COUNTY FSA
WRAY COLORADO

DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation1. ST. & CO. CODE & ADMIN. LOCATION
08 1252. SIGN-UP
NUMBER
58

I RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER
11563B4. ACRES FOR
ENROLLMENT
218.19

ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO80758-13206. TRACT NUMBER
128537. CONTRACT PERIOD
FROM: (MM-DD-YYYY)
10-01-2022TO: (MM-DD-YYYY)
09-30-20328. SIGNUP TYPE:
General5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 57.45	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 12,536.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	12853	0002	CP1	77.41	\$ 7,741.00
(Item 9C is applicable only when the first year payment is prorated.)		12853	0005	CP1	47.85	\$ 4,785.00
		12853	0007	CP1	92.93	\$ 9,293.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SECOND RESTATEMENT OF THE RICHARD A LIMING TR NO 1 C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co Trustee</i>	(5) DATE (MM-DD-YYYY) <i>9-10-25</i>
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SECOND RESTATEMENT OF THE RICHARD A LIMING TR NO 1 DT C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co Trustee</i>	(5) DATE (MM-DD-YYYY) <i>9-10-25</i>
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Ginny Peterson</i>	B. DATE (MM-DD-YYYY) <i>9-10-25</i>
------------------	---	--

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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Parcels
#3A &
#3B

DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION
08 125

2. SIGN-UP
NUMBER
60

3. CONTRACT NUMBER
11797B

4. ACRES FOR
ENROLLMENT
183.18

ON RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO80758-1320

6. TRACT NUMBER
12853

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)
10-01-2023 09-30-2033

5B. COUNTY FSA OFFICE PHONE NUMBER
(Include Area Code): (970) 332-3107

8. SIGNUP TYPE:
General

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 62.64	10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment	\$ 11,474.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment	\$	12853	0003	CP2	82.99
(Item 9C is applicable only when the first year payment is prorated.)		12853	0004	CP2	50.47
		12853	0006	CP2	49.72
		E. Total Estimated Cost-Share			
		\$ 8,299.00			
		\$ 5,047.00			
		\$ 4,972.00			

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SECOND RESTATEMENT OF THE RICHARD A LIVING TR NO 1 C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell L. Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co trustee</i>	(5) DATE (MM-DD-YYYY) 9-10-25
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SECOND RESTATEMENT OF THE MARY F LIVING TR NO 1 DT C/O ROBIN LIMING 486 COUNTY ROAD Q KIRK, CO80824-9726	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Russell L. Liming</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Co trustee</i>	(5) DATE (MM-DD-YYYY) 9-10-25
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Ginny Peterson</i>			B. DATE (MM-DD-YYYY) 9-16-25

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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USDA is an equal opportunity provider, employer, and lender.

YUMA COUNTY FSA
WRAY COLORADO

Date Printed: 09/08/2025



**Parcel
#3C**

I. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

ION RESERVE PROGRAM CONTRACT

CE ADDRESS (Include Zip Code)

SERVICE AGENCY

247 N CLAY STREET
WRAY, CO80758-1320

1. ST. & CO. CODE & ADMIN. LOCATION

08 125

2. SIGN-UP

NUMBER
54

3. CONTRACT NUMBER

11310B

4. ACRES FOR

ENROLLMENT
156.99

6. TRACT NUMBER

13021

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

10-01-2020

TO: (MM-DD-YYYY)

09-30-2030

8. SIGNUP TYPE:

General

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 32.00

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 5,024.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

9C. First Year Payment \$

13021

0001

CP4D

156.99

\$ 15,699.00

(Item 9C is applicable only when the first year payment is prorated.)

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND STATEMENT OF THE RICHARD A LIVING TR NO 1
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (BY)

Russell L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Co. Trustee

(5) DATE
(MM-DD-YYYY)

9-10-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND STATEMENT OF THE RICHARD A LIVING TR NO 1 DT
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (BY)

Russell L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Co. Trustee

(5) DATE
(MM-DD-YYYY)

9-10-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

[Signature]

B. DATE

9-16-25

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USDA is an equal opportunity provider, employer, and lender.

Date Printed: 09/08/2025

RECEIVED
YUMA COUNTY FSA
WRAY, COLORADO
52

**Parcel
#4A**

DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

ON RESERVE PROGRAM CONTRACT

DE ADDRESS (Include Zip Code)

SERVICE AGENCY

247 N CLAY STREET
WRAY, CO80758-1320

1. ST. & CO. CODE & ADMIN. LOCATION

08 125

2. SIGN-UP
NUMBER
61

3. CONTRACT NUMBER

12004B

4. ACRES FOR
ENROLLMENT
152.71

6. TRACT NUMBER

3495

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)
05-01-2024

TO: (MM-DD-YYYY)
09-30-2038

8. SIGNUP TYPE:

SAFE - CO Upland Bird SAFE

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 332-3107

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 67.91

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 10,372.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

9C. First Year Payment \$

3495

0008

CP38E-4D

152.71

\$ 15,271.00

(Item 9C is applicable only when the first year payment is prorated.)

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND RESTATEMENT OF THE RICHARD A LIVING TR NO 1
C/O ROBIN LIVING
466 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell L. Living
Robin L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Co Trustee

(5) DATE
(MM-DD-YYYY)

9-10-25

B(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

SECOND RESTATEMENT OF THE MARY L LIVING TR NO 1 DT
C/O ROBIN LIVING
466 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell L. Living
Robin L. Living

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

Co Trustee

(5) DATE
(MM-DD-YYYY)

9-10-25

C(1) PARTICIPANT'S NAME AND
ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE
INDIVIDUAL SIGNING IN THE
REPRESENTATIVE CAPACITY

(5) DATE
(MM-DD-YYYY)

12. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

Genny Fulton

B. DATE

9-16-25

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

**Parcel
#4B**

S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & ADMIN. LOCATION

08 125

2. SIGN-UP

NUMBER

57

3. CONTRACT NUMBER

11588B

4. ACRES FOR

ENROLLMENT

119.48

CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

YUMA COUNTY FARM SERVICE AGENCY
247 N CLAY STREET
WRAY, CO80758-1320

6. TRACT NUMBER

3495

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

10-01-2022

TO: (MM-DD-YYYY)

09-30-2037

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 332-3107

8. SIGNUP TYPE:

CREP - Colorado I-Republican River

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 221.00

10. Identification of CRP Land (See Page 2 for additional space)

9B. Annual Contract Payment \$ 26,406.00

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated Cost-Share

9C. First Year Payment \$

3495

0003

CP2

119.48

\$ 11,948.00

(Item 9C is applicable only when the first year payment is prorated.)

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)

SECOND RESTATEMENT OF THE RICHARD A LIVING TR NO 1
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell L. Living
Robin L. Living
Co trustee

(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY

(5) DATE (MM-DD-YYYY)

9-10-25

B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)

SECOND RESTATEMENT OF THE MARY F LIVING TR NO 1 DT
C/O ROBIN LIVING
486 COUNTY ROAD Q
KIRK, CO80824-9726

(2) SHARE

50.00 %

(3) SIGNATURE (By)

Russell L. Living
Robin L. Living
Co trustee

(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY

(5) DATE (MM-DD-YYYY)

9-10-25

C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)

(2) SHARE

%

(3) SIGNATURE (By)

(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY

(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE

[Signature]

B. DATE (MM-DD-YYYY)

9-16-25

NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 702 (Pub. L. 104-140). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 12837CAMA Account #: R527003

Parcel #: R527003Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 158.910000

2 5-S-47 NE1/4 EX TR IN NE COR BEG APPROX 40' S & 30' W OF NE COR THN S 260' ALG HWY THN W 185', THN N 260' TO S LN OF US HWY 36 THN E 185' TO POB. CONTS 1.1 AC M/L EACH TRUST

Owner ID #: LIM00009

Owner Name: LIMING, MARY P TRUST #1

LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD M

KIRK, CO 80824-9756

Chrystal Hamor
YUMA COUNTY TREA
310 Ash, Suite C
WRAY, CO - 80758
970-332-4965
chammond@yumacoun



VALUATION		
	Actual	Assessed
Land Value	83,860	22,140
Improv. Value	0	0
Total Value	83,860	22,140
Adj. Assd. Value		22,140

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	480.76
437	C1 Kirk Cemetery District	0.376000	8.32
437	H1 West Yuma County District Hospita	5.513000	122.06
437	Liberty J-4 School District	43.088000	953.97
437	W2 Arikaree Water District	0.264000	5.84
437	Yuma County Fire District	3.000000	66.42
437	Yuma County Soil Conservation Distri	0.500000	11.07
437	Yuma County Water Authority (PID)	2.500000	55.35
437	Yuma County Weed/Pest District	2.004000	44.37
Advalorem Total:		78.959000	1,748.16

TAX SUMMARY		
Levied Taxes		1,748.16
AGWM		64.50
RRWCD		3,900.00
Amount Due:		5,712.66
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	2,856.33
Second Half Tax:	06/16/2025	2,856.33
Full Year Tax:	04/30/2025	5,712.66

PROPERTY STATUS CODES	
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000	

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

- The Treasurer's Office is required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.
- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.

- Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.

- Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

2ND HALF DUE BY 06/16/20252,856.33

STATEMENT #: 12837

ACCOUNT #: R527003

TAXPAYER ID #: LIM00009

LIMING, MARY P TRUST #1

LIMING, RICHARD A TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2 *220245000012837*

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

1ST HALF DUE BY 02/28/20252,856.33

STATEMENT #: 12837

ACCOUNT #: R527003

TAXPAYER ID #: LIM00009

LIMING, MARY P TRUST #1

LIMING, RICHARD A TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

1 *120245000012837*

F *320245000012837*

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 11415CAMA Account #: R527062Parcel #: R527062Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 150.800000

13 5-S-47 NW1/4 EX TR BEG AT PT FROM WHENCE PT NE COR NW4 BEARS N 45 deg 00'E 490'; THN NWLY 530' TO PT ON N SIDE OF NW4 WHICH IS 750' W OF NE COR NW4; THN E 750 THN S 750'; THN

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hammon
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO - 8075
970-332-4965
chammond@yumacount



VALUATION		
	Actual	Assessed
Land Value	74,510	19,680
Improv. Value	0	0
Total Value	74,510	19,680
Adj. Assd. Value		19,680

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	427.32
437	C1 Kirk Cemetery District	0.376000	7.40
437	H1 West Yuma County District Hospita	5.513000	108.50
437	Liberty J-4 School District	43.088000	847.98
437	W2 Arikaree Water District	0.264000	5.20
437	Yuma County Fire District	3.000000	59.04
437	Yuma County Soil Conservation Distri	0.500000	9.84
437	Yuma County Water Authority (PID)	2.500000	49.20
437	Yuma County Weed/Pest District	2.004000	39.44
Advalorem Total:		78.959000	1,553.92

TAX SUMMARY		
Levied Taxes		1,553.92
AGWM		60.00
RRWCD		3,886.80
Amount Due:		5,500.72
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	2,750.36
Second Half Tax:	06/16/2025	2,750.36
Full Year Tax:	04/30/2025	5,500.72

PROPERTY STATUS CODES
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.
 - If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".
 - The Treasurer's Office is required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.
- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.
 - Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.
 - Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 11415ACCOUNT #: R527062TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

2ND HALF DUE BY 06/16/20252,750.36

2 *220245000011415*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 11415ACCOUNT #: R527062TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

1ST HALF DUE BY 02/28/20252,750.36

1 *120245000011415*

FULL AMOUNT DUE BY 04/30/20255,500.72

F *320245000011415*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 17310CAMA Account #: R427031Parcel #: R427031Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 80.00000014 4-S-47 W1/2NE1/4MARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 %

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hammonc
YUMA COUNTY TREAS
310 Ash, Suite C
WRAY, CO - 80758
970-332-4965
chammond@yumacounty



VALUATION		
	Actual	Assessed
Land Value	42,660	11,260
Improv. Value	0	0
Total Value	42,660	11,260
Adj. Assd. Value		11,260

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	244.50
437	C1 Kirk Cemetery District	0.376000	4.23
437	H1 West Yuma County District Hospita	5.513000	62.08
437	Liberty J-4 School District	43.088000	485.17
437	W2 Arikaree Water District	0.264000	2.97
437	Yuma County Fire District	3.000000	33.78
437	Yuma County Soil Conservation Distri	0.500000	5.63
437	Yuma County Water Authority (PID)	2.500000	28.15
437	Yuma County Weed/Pest District	2.004000	22.57
Advalorem Total:		78.959000	889.08

TAX SUMMARY		
Levied Taxes		889.08
AGWM		60.00
RRWCD		1,950.00
Amount Due:		2,899.08
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	1,449.54
Second Half Tax:	06/16/2025	1,449.54
Full Year Tax:	04/30/2025	2,899.08

PROPERTY STATUS CODES

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

- The Treasurer's Office is required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.

- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.

- Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.

- Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2024 Taxes Payable in 2025

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 17310ACCOUNT #: R427031TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

2ND HALF DUE BY 06/16/20251,449.54

²*220245000017310*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2024 Taxes Payable in 2025

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 17310ACCOUNT #: R427031TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

1ST HALF DUE BY 02/28/20251,449.54

¹*120245000017310*

FULL AMOUNT DUE BY 04/30/20252,899.08

^F*320245000017310*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 21237CAMA Account #: R426042Parcel #: R426042Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 161.120000

18 4-S-46 NW1/4MARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 %

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hamr
YUMA COUNTY TRE
310 Ash, Suite
WRAY, CO - 80
970-332-4966
chammond@yumaco



VALUATION		
	Actual	Assessed
Land Value	75,060	19,810
Improv. Value	0	0
Total Value	75,060	19,810
Adj. Assd. Value		19,810

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	430.15
437	C1 Kirk Cemetery District	0.376000	7.45
437	H1 West Yuma County District Hospita	5.513000	109.21
437	Liberty J-4 School District	43.088000	853.57
437	W2 Arikaree Water District	0.264000	5.23
437	Yuma County Fire District	3.000000	59.43
437	Yuma County Soil Conservation Distri	0.500000	9.91
437	Yuma County Water Authority (PID)	2.500000	49.53
437	Yuma County Weed/Pest District	2.004000	39.70
Advalorem Total:		78.959000	1,564.18

TAX SUMMARY		
Levied Taxes		1,564.18
AGWM		60.00
RRWCD		3,900.00
Amount Due:		5,524.18
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	2,762.09
Second Half Tax:	06/16/2025	2,762.09
Full Year Tax:	04/30/2025	5,524.18

PROPERTY STATUS CODES	
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000	

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

- The Treasurer's Office is required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.
- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.

- Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.

- Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 21237ACCOUNT #: R426042TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

2ND HALF DUE BY 06/16/20252,762.09

2 * 220245000021237 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 21237ACCOUNT #: R426042TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

1ST HALF DUE BY 02/28/20252,762.09

1 * 120245000021237 *

FULL AMOUNT DUE BY 04/30/20255,524.18

F * 320245000021237 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 21142 CAMA Account #: R427025
Parcel #: R427025 Tax District: 437 - Dist #437
Property Address: 10233 COUNTY ROAD 10 - KIRK, CO 80824
Land Nbhd: Block: Lot:
Legal Description (may be incomplete): Total Acres: 320.000000
11 4-S-47 S1/2N1/2, SW1/4 MARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 INT
Owner ID #: LIM00009
Owner Name: LIMING, MARY P TRUST #1
LIMING, RICHARD A TRUST #1
Owner Address: 4245 COUNTY ROAD M
KIRK, CO 80824-9756

Chrystal Hamm
YUMA COUNTY TRE
310 Ash, Suite
WRAY, CO - 80
970-332-496
chammond@yumacol



VALUATION

	Actual	Assessed
Land Value	81,810	21,600
Improv. Value	66,340	7,040
Total Value	148,150	28,640
Adj. Assd. Value		26,080

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY

MILL LEVY LEVIED TAX

437	County	21.714000	566.30
437	C1 Kirk Cemetery District	0.376000	9.81
437	H1 West Yuma County District Hospita	5.513000	143.78
437	Liberty J-4 School District	43.088000	1,123.74
437	W2 Arikaree Water District	0.264000	6.89
437	Yuma County Fire District	3.000000	78.24
437	Yuma County Soil Conservation Distri	0.500000	13.04
437	Yuma County Water Authority (PID)	2.500000	65.20
437	Yuma County Weed/Pest District	2.004000	52.26

Advalorem Total: 78.959000 2,059.26

TAX SUMMARY

Levied Taxes	2,059.26
AGWM	60.00
RRWCD	3,960.00

Amount Due: 6,079.26

PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	3,039.63
Second Half Tax:	06/16/2025	3,039.63
Full Year Tax:	04/30/2025	6,079.26

PROPERTY STATUS CODES

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.

- Post dated checks are not acceptable.
- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".
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2024 Taxes Payable in 2025

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

2ND HALF DUE BY 06/16/2025

3,039.63

STATEMENT #: 21142

ACCOUNT #: R427025

TAXPAYER ID #: LIM00009

LIMING, MARY P TRUST #1

LIMING, RICHARD A TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2 *220245000021142*

2024 Taxes Payable in 2025

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

1ST HALF DUE BY 02/28/2025

3,039.63

STATEMENT #: 21142

ACCOUNT #: R427025

TAXPAYER ID #: LIM00009

LIMING, MARY P TRUST #1

LIMING, RICHARD A TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

1 *120245000021142*

F *320245000021142*

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 13737CAMA Account #: R427026Parcel #: R427026Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 640.00000012 4-S-47 ALLMARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 INT

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hammor
YUMA COUNTY TREA
310 Ash, Suite C
WRAY, CO - 80758
970-332-4965
chammond@yumacoun



VALUATION		
	Actual	Assessed
Land Value	169,440	44,730
Improv. Value	0	0
Total Value	169,440	44,730
Adj. Assd. Value		44,730

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	971.25
437	C1 Kirk Cemetery District	0.376000	16.82
437	H1 West Yuma County District Hospita	5.513000	246.60
437	Liberty J-4 School District	43.088000	1,927.33
437	W2 Arikaree Water District	0.264000	11.81
437	Yuma County Fire District	3.000000	134.19
437	Yuma County Soil Conservation Distri	0.500000	22.37
437	Yuma County Water Authority (PID)	2.500000	111.83
437	Yuma County Weed/Pest District	2.004000	89.64
Advalorem Total:		78.959000	3,531.84

TAX SUMMARY		
Levied Taxes		3,531.84
AGWM		60.00
RRWCD		8,265.00
Amount Due:		11,856.84
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	5,928.42
Second Half Tax:	06/16/2025	5,928.42
Full Year Tax:	04/30/2025	11,856.84

PROPERTY STATUS CODES

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

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2024 Taxes Payable in 2025

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 13737ACCOUNT #: R427026TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

2ND HALF DUE BY 06/16/20255,928.42

2 *220245000013737*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2024 Taxes Payable in 2025

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 13737ACCOUNT #: R427026TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

1ST HALF DUE BY 02/28/20255,928.42

1 *120245000013737*

FULL AMOUNT DUE BY 04/30/202511,856.84

F *320245000013737*

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 11748CAMA Account #: R526019

Parcel #: R526019Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 405.030000

7 5-S-46 W1/2, W1/2SE1/4

Owner ID #: LIM00023

Owner Name: LIMING, RICHARD A TRUST #1

LIMING, MARY P TRUST #1

Owner Address: 4245 COUNTY ROAD M

KIRK, CO 80824-9756

Chrystal Hammi
YUMA COUNTY TRE
310 Ash, Suite
WRAY, CO - 80
970-332-4961
chammond@yumacou



VALUATION		
	Actual	Assessed
Land Value	44,280	11,690
Improv. Value	0	0
Total Value	44,280	11,690
Adj. Assd. Value		11,690

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	253.82
437	C1 Kirk Cemetery District	0.376000	4.40
437	H1 West Yuma County District Hospita	5.513000	64.45
437	Liberty J-4 School District	43.088000	503.70
437	W2 Arikaree Water District	0.264000	3.09
437	Yuma County Fire District	3.000000	35.07
437	Yuma County Soil Conservation Distri	0.500000	5.85
437	Yuma County Water Authority (PID)	2.500000	29.23
437	Yuma County Weed/Pest District	2.004000	23.43
Advalorem Total:		78.959000	923.04

TAX SUMMARY		
Levied Taxes		923.04
Amount Due:		923.04
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	461.52
Second Half Tax:	06/16/2025	461.52
Full Year Tax:	04/30/2025	923.04

PROPERTY STATUS CODES	
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000	

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

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2024 Taxes Payable in 2025

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

2ND HALF DUE BY 06/16/2025461.52

STATEMENT #: 11748

ACCOUNT #: R526019

TAXPAYER ID #: LIM00023

LIMING, RICHARD A TRUST #1

LIMING, MARY P TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:

YUMA COUNTY TREASURER

310 Ash, Suite C

WRAY, CO 80758

2 *220245000011748*

2024 Taxes Payable in 2025

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

1ST HALF DUE BY 02/28/2025461.52

STATEMENT #: 11748

ACCOUNT #: R526019

TAXPAYER ID #: LIM00023

LIMING, RICHARD A TRUST #1

LIMING, MARY P TRUST #1

4245 COUNTY ROAD M

KIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:

YUMA COUNTY TREASURER

310 Ash, Suite C

WRAY, CO 80758

1 *120245000011748*

F *320245000011748*

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 16157CAMA Account #: R527061Parcel #: R527061Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 160.000000

13 S-S-47 NE1/4MARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 INT

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hamm
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO - 80758
970-332-4965
chammond@yumacou



VALUATION		
	Actual	Assessed
Land Value	17,350	4,580
Improv. Value	0	0
Total Value	17,350	4,580
Adj. Assd. Value		4,580

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	99.45
437	C1 Kirk Cemetery District	0.376000	1.72
437	H1 West Yuma County District Hospita	5.513000	25.25
437	Liberty J-4 School District	43.088000	197.35
437	W2 Arikaree Water District	0.264000	1.21
437	Yuma County Fire District	3.000000	13.74
437	Yuma County Soil Conservation Distri	0.500000	2.29
437	Yuma County Water Authority (PID)	2.500000	11.45
437	Yuma County Weed/Pest District	2.004000	9.18
Advalorem Total:		78.959000	361.64

TAX SUMMARY		
Levied Taxes		361.64
Amount Due:		361.64
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	180.82
Second Half Tax:	06/16/2025	180.82
Full Year Tax:	04/30/2025	361.64

PROPERTY STATUS CODES	
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000	

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

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2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

2ND HALF DUE BY 06/16/2025180.82

STATEMENT #: 16157ACCOUNT #: R527061TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:YUMA COUNTY TREASURER310 Ash, Suite CWRAY, CO 80758

2 *220245000016157*

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

1ST HALF DUE BY 02/28/2025180.82

STATEMENT #: 16157ACCOUNT #: R527061TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:YUMA COUNTY TREASURER310 Ash, Suite CWRAY, CO 80758

1 *120245000016157*

F *320245000016157*

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 17768CAMA Account #: R526118Parcel #: R526118Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 153.840000

29 S-46 SE1/4 EX TR IN SE1/4 BEG AT SE COR THN N 00 deg 00'00"E 626' THN S 86 deg 26'27"W 462' THN S 01 deg 14'40"W 582' THN S 88 deg 07'53"E 474' TO POB. CONTS 6.48 AC M/L MARY P

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hamor
YUMA COUNTY TREA:
310 Ash, Suite C
WRAY, CO - 80758
970-332-4965
chammond@yumacount



VALUATION		
	Actual	Assessed
Land Value	16,850	4,450
Improv. Value	0	0
Total Value	16,850	4,450
Adj. Assd. Value		4,450

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	96.63
437	C1 Kirk Cemetery District	0.376000	1.67
437	H1 West Yuma County District Hospita	5.513000	24.53
437	Liberty J-4 School District	43.088000	191.75
437	W2 Arikaree Water District	0.264000	1.17
437	Yuma County Fire District	3.000000	13.35
437	Yuma County Soil Conservation Distri	0.500000	2.23
437	Yuma County Water Authority (PID)	2.500000	11.13
437	Yuma County Weed/Pest District	2.004000	8.92
Advalorem Total:		78.959000	351.38

TAX SUMMARY		
Levied Taxes		351.38
Amount Due:		351.38
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	175.69
Second Half Tax:	06/16/2025	175.69
Full Year Tax:	04/30/2025	351.38

PROPERTY STATUS CODES	
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000	

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

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2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

2ND HALF DUE BY 06/16/2025175.69

STATEMENT #: 17768ACCOUNT #: R526118TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2 * 220245000017768 *

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

1ST HALF DUE BY 02/28/2025175.69

STATEMENT #: 17768ACCOUNT #: R526118TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

1 * 120245000017768 *

F * 320245000017768 *

YUMA COUNTY PROPERTY TAX STATEMENT

2024 Taxes Payable in 2025

Real Estate

Date: 2/25/2025

PROPERTY DESCRIPTION

Statement #: 17784CAMA Account #: R526089Parcel #: R526089Tax District: 437 - Dist #437

Property Address: UNKNOWN ADDRESS - 00000-0000

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 160.250000

32 5-S-46 NE1/4MARY LIMING TRUST UND 1/2 INT RICHARD LIMING TRUST UND 1/2 INT

Owner ID #: LIM00009Owner Name: LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #1

Owner Address: 4245 COUNTY ROAD MKIRK, CO 80824-9756

Chrystal Hamr
YUMA COUNTY TRE
310 Ash, Suite
WRAY, CO - 80
970-332-496
chammond@yumaco



VALUATION		
	Actual	Assessed
Land Value	75,990	20,060
Improv. Value	0	0
Total Value	75,990	20,060
Adj. Assd. Value		20,060

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
437	County	21.714000	435.58
437	C1 Kirk Cemetery District	0.376000	7.54
437	H1 West Yuma County District Hospita	5.513000	110.59
437	Liberty J-4 School District	43.088000	864.35
437	W2 Arikaree Water District	0.264000	5.30
437	Yuma County Fire District	3.000000	60.18
437	Yuma County Soil Conservation Distri	0.500000	10.03
437	Yuma County Water Authority (PID)	2.500000	50.15
437	Yuma County Weed/Pest District	2.004000	40.20
Advalorem Total:		78.959000	1,583.92

TAX SUMMARY		
Levied Taxes		1,583.92
AGWM		60.00
Amount Due:		1,643.92
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/28/2025	821.96
Second Half Tax:	06/16/2025	821.96
Full Year Tax:	04/30/2025	1,643.92

PROPERTY STATUS CODES
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.775000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Post dated checks are not acceptable.

- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".

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2024 Taxes Payable in 2025
RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 17784ACCOUNT #: R526089TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

2ND HALF DUE BY 06/16/2025821.96

2 * 220245000017784 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

2024 Taxes Payable in 2025
RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 17784ACCOUNT #: R526089TAXPAYER ID #: LIM00009LIMING, MARY P TRUST #1LIMING, RICHARD A TRUST #14245 COUNTY ROAD MKIRK, CO 80824-9756

1ST HALF DUE BY 02/28/2025821.96

1 * 120245000017784 *

FULL AMOUNT DUE BY 04/30/20251,643.92

F * 320245000017784 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
YUMA COUNTY TREASURER
310 Ash, Suite C
WRAY, CO 80758

Parcel #1A

Well Permit #20189-FP

- Final Permit
- Well Log – UNAVAILABLE
- Diversion History Graph
- Totalizing Flow Meter Test (May 2025)
- Current Well Test
- Valley Sprinkler Invoice

IN THE MATTER OF A FINAL PERMIT
FOR APPROPRIATION OF DESIGNATED
GROUND WATER IN THE NORTHERN
HIGH PLAINS DESIGNATED GROUND
WATER BASIN.

} ORDER AND FINAL PERMIT
}

After due investigation of facts pertaining to conditional permit number R-20189 and finding that the water has been put to beneficial use and that the other terms of the conditional permit have been complied with, the Colorado Ground Water Commission orders a final permit issued as follows:

1. The name and address of the permittee: HERBERT A & GOLDIE B. PREUSS
Kirk, CO 80824

2. Use: Irrigation

3. Priority Date: 12-31-54 #217

4. Location and description of structure:

A well completed to a depth of 294 feet producing from the Ogallala Formation and located in the SW1/4 of the NE1/4 of Section 2, Township 5 So., Range 47 West of the 6th Principal Meridian at a point 2515 feet from the North Section line and 2044 feet from the East section line of said section 2, Yuma County, Colorado.

5. Amount of Water:

Annual appropriation: 430 acre-feet
Yield: 1800 gallons per minute
Number of Acres Irrigated: 160 acres
Description of Acreage: NE1/4

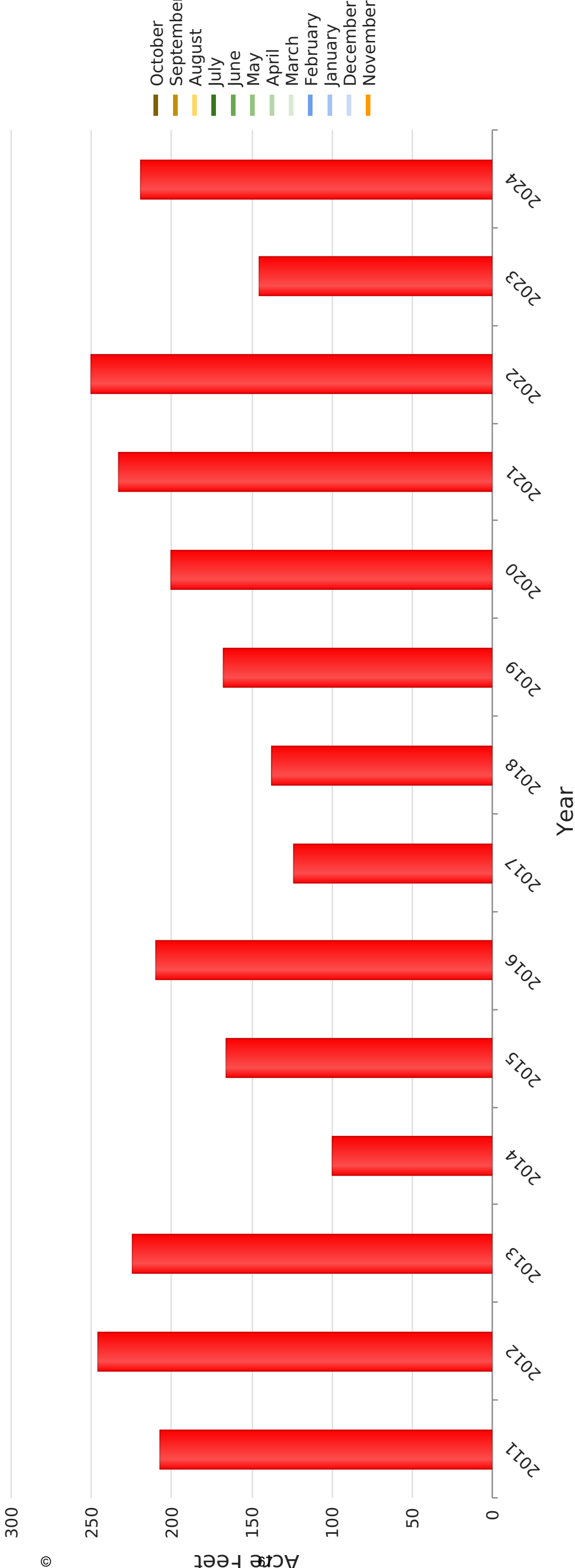
6. Fee paid: \$10.00
Receipt Number: 09056
10-10-80

FINAL PERMIT NUMBER: R-20189-FP

Date Issued: October 6, 1980


EXECUTIVE DIRECTOR (State Engineer)

WELL PERMIT 20189-RFP (6507291) - Total (Diversions)





REASON FOR VERIFICATION (CHOOSE ONLY ONE) ☐ Verify TFM (3.1) ☐ Re-seal TFM (3.1) ☐ Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION: Well Description _____

WDID 1: WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: _____ New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____
Register Seal No.: _____ New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____

REPLACEMENT OF EXISTING TFM (TFM ONLY): Date New TFM Installed: _____ Date Previous TFM Removed: _____
Removed Meter Serial No.: _____ Removed Register Serial No.: _____ Prev. TFM: ☐ Reading ☐ Estimate _____

NEW METER INFORMATION

Manufacturer: _____ Model: _____ Multiplier: _____ No. Digits: _____ Initial TFM Reading: _____

INSTALLED TFM (TFM ONLY) Units: ☐ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft

Meter Serial No.: _____ Register Serial No.: _____ K-Factor (if adjusted): _____

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: _____" Wall Thickness: _____" ID: _____"

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor: _____ Stop Clamp Settings: _____
1 2 3 4 5 6 7 8 9 10
Front:

Back:

2-Point 2-Point 2-Point 10-Point
Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

Avg. Collins: _____ x GPM factor
Avg. QT (gpm): _____ (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
		(min:sec)		
Stop:		: _____		
Start:		: _____		
Total:		(Dec. Min.)		
		Avg. QI (gpm)		
		(0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting:
			Scale Factor: _____
Stop:		: _____	Test Material: _____
Start:		: _____	Avg. QT (gpm)
Total:		(Dec. Min.)	(0,000.0)

CALIBRATION COEFFICIENT (TFM ONLY)

QT = _____ = _____ (to 0.000)
QI = _____

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft)	Discharge Rate (gpm)	Pressure (psi)
1 : _____	_____	_____	_____
2 : _____	_____	_____	_____
3 : _____	_____	_____	_____
4 : _____	_____	_____	_____
5 : _____	_____	_____	_____

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 _____	_____	_____	
2 _____	_____	_____	
3 _____	_____	_____	Pt: _____
4 _____	_____	_____	Ct: _____
5 _____	_____	_____	Kh: _____

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = _____ kW (to 0.00)

PCC = (5433 x PD) ÷ (QT) = _____ kWh/af (to 0.0)

Sprinkler End Gun: ☐ On ☐ Off ☐ None

POWER METER INFORMATION (PCC ONLY):

Serial No. _____ Reading _____
Power Company _____ Multiplier: _____

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules 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 calculate diversions associated with this meter.

Requester Name: _____

USER CONTACT: Name/Entity: _____ 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 by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: _____ Date of Well Test: _____ Test Meter Serial No.: _____

COMMENTS:



30400 US Hwy. 34
Wray, CO 80758

5643 Hwy. 34
Yuma, CO 80759

Denny Blair
CO License #1221
NE License #29421
Cell 970-630-0968



PUMPS

970-332-4114

Electric Well & Pump Test Report

Owner: Richard A Liming Trust Legal Desc. R47W T5S NE 2 Date: Oct. 9, 2025

Field Name: SW Hwy 36 & M Pump Type TURBINE Permit # 20189

Pump Brand FB Pump Depth _____ Drop Pipe _____

Shaft Size 1 1/2" Oil Tube Size 2 1/2" Pump Ser# G2890-00-168

Motor Brand US Motor Ser.# G2890-00-168 Motor HP 125

Motor Amps 151 Voltage 440 Frame A4450UPH

Well Depth 294' Diameter 16" Casing Type Steel

Voltage Pump Not Running L 1 Volts: 484 L 2 Volts: 484 L 3 Volts: 488

Static Water Level 168 Meter Type WP Pipe Size 8"

GPM	Water Level	PSI	Total Hd. Ft.	Volts	Amps	Avg. Amps	HP	Efficiency
820	186	Open			96/97/106			
660	183	40	275	474/474/476	91/93/101	95	83	50.00%
640	181	45	284	474/474/476	91/95/101	95	83	50.00%
600	181	50	296	474/474/476	89/93/98	93	81	53.00%
565	179	55	305	474/474/476	86/91/95	90	78	54.00%
510	179	60	317	474/474/476	84/88/93	88	80	54.00%
460	177	65	326	474/474/476	80/85/89	85	80	52.00%
380	177	70	338	474/474/476	76/80/85	84	78	50.00%

Remarks:



PROPOSAL
Quality Irrigation & Construction
 36043 County Road HH.5
 Wray, CO 80758
 (970) 33-0656 Office
 (970) 227-5884 Cell



PROPOSAL SUBMITTED TO	PHONE	DATE
Mary P & Richard A Liming Trust		12/24/2024
STREET ADDRESS	CELL NUMBER	EMAIL
4245 County Road M		
CITY, STATE AND ZIP CODE	JOB LOCATION	
Kirk, CO 80824	Valley 7000 - Price 1/4 On Drops & 11.2x38's	

We hereby submit specifications and estimates for:

NEW VALLEY MODEL 7000 IRRIGATION SYSTEM

New Valley, Model 7000 center pivot irrigation systems include: the standard Valley 7000; 6 5/8" pivot structure, with pivot ladder and Aeromotive 11 conductor, 30 amp collector ring; all 12 gauge galvanized pipe with welded on steel couplers; all galvanized span trussing and drive unit structural components; Valley VS-7000 drivetrain with Omni 52:1 wheel gearboxes and Valley standard speed, 34 RPM centerdrive .6HP gearmotors; 11 cond. shielded span wire w/ 4-#12 & 7-#14 copper wires; Valley all steel tower boxes and alignment control hardware with high impact durable plastic, UV resistant tower box covers; an Eagle, solid state overwatering timer installed in the next to last tower box; and 11R x 22.5 12 ply retread tubeless tires on galvanized rims.

VALLEY BASE SYSTEM SPAN CONFIGURATION

	Quantity	Price each	Total price
Valley 8000 - 8 5/8" pivot structure assy; w/ pivot ladder & Aeromotive 11 cond. collector ring	1	\$6,470.00	\$6,470.00
Pivot flex for 8" or 8 5/8" pivot	1	\$830.00	\$830.00
Valley 7000 span @ 140.0'- 6 5/8" pipe w/ 108" outlet spacing; with VS-7000 drivetrain & tires	1	\$17,095.00	\$17,095.00
Valley 7000 span @ 160.0'- 6 5/8" pipe w/ 108" outlet spacing; with VS-7000 drivetrain & tires	7	\$18,000.00	\$126,000.00
Valley 36.2' overhang assy; 108" outlet spacing	1	\$2,835.00	\$2,835.00
BASE SYSTEM LIST PRICE			\$153,230.00

VALLEY CENTER PIVOT SYSTEM OPTIONS

ICON 5 computer pivot panel with encoder positioning and pressure transducer	1	\$9,185.00	\$9,185.00
Upgrade to Valley GPS positioning	1	\$650.00	\$650.00
Extended high voltage surge protection pkg;	1	\$240.00	\$240.00
Lower pivot elbow w/ fixed 8" flange for 8 5/8" pivot	0	\$115.00	\$0.00
Substitute 11.2 x 38" high profile tires on 10" galvanized rims	8	\$1,460.00	\$11,680.00
Add tubes to the above listed 11.2 x 38" high profile tires	8	\$190.00	\$1,520.00
Upgrade to Valley 8000 drivetrain with Valley 52:1 wheel gearboxes on Model 7000 system	8	\$485.00	\$3,880.00
VALLEY SYSTEM OPTIONS; LIST PRICE			\$27,250.00

DEALER SUPPLIED OPTIONS & EQUIPMENT

Nelson R3030 Rotators on 1st span & then Nelson A3030 Accelerators Rest of way & Nelson regs	One Set	\$5,692.11
Truss rod level +1' poly drops mounted on galvanized MxF goosenecks @ 9' spacing	One Set	\$4,108.96
Materials required for electrical service tie in	1	\$352.42
Materials required for pipeline tie in	1	\$3,806.00
12' x 14' QI pivot pad; including concrete, rebar, & conduit	1	\$3,950.00
DEALER SUPPLIED OPTIONS & EQUIPMENT; LIST PRICE		\$17,909.49

TOTAL SYSTEM PRICE	\$198,389.49
LESS STANDARD DEALER 20% DISCOUNT	(\$39,677.90)
LESS ADDITIONAL DEALER DISCOUNT	(\$64,582.58)
LESS VALMONT CURRENT PROGRAM DISCOUNT AND REBATES	\$0.00
NET SYSTEM PRICE - EQUIPMENT and MATERIALS	\$94,129.01

Parcel #1B

Well Permit #12096-FP

- Final Permit
- Well Log
- Diversion History Graph
- Totalizing Flow Meter Test (May 2025)
- Current Well Test
- Valley Sprinkler Invoice

RECEIPT NO. 9067432
PERMIT NO. 12096-F
CONTROL NO. 179562

**Ground Water Commission
State of Colorado**

Final Permit No. 12096-FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority Date: February 20, 1967

Use: IRRIGATION

Name of Claimant: RICHARD LIMING

Original Well Location: SW 1/4 of the NW 1/4 at a point 1360 feet from the North Section Line and 1300 feet from the West Section Line of Section 13, Township 5 South, Range 47 West of the Sixth Principal Meridian.

Maximum annual volume of appropriation: 400 acre-feet

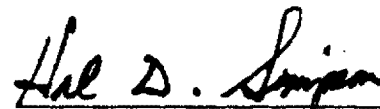
Maximum pumping rate: 1200 gallons per minute

Number of acres which may be irrigated: 160 acres

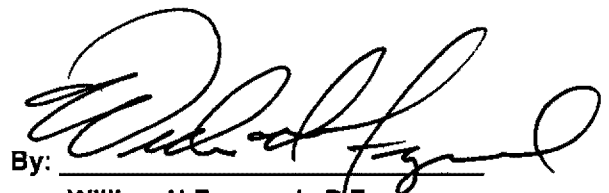
Totalizing Flow Meter: Meter may be required

Description of acres irrigated: The NW1/4 of Section 13, Township 5 South, Range 47 West, 6th P.M.

Done this 31ST day of MAY, 2002



Hal D. Simpson
State Engineer
State of Colorado



By: William H Fronczak, P.E.
Chief, Designated Basins Branch

LOG AND HISTORY

WELL LOG

Ground Elevation _____

Type Drilling Reverse Rotary

From	To	Type of Material	Water Loc.	Perf.
Q	1	TOP SOIL		
1	15	CLAY		
15	27	SAND		
27	94	SAND & CLAY	40	
94	134	GRAVEL	20	
134	154	GRAVEL & ROCK		
154	168	CLAY	12	
168	180	GRAVEL		
180	186	CLAY	11	
186	197	GRAVEL		
197	219	CLAY	10	
219	229	GRAVEL		
229	241	YELLOW SHALE		
241	242	BLUE SHALE		
	242	DEEP		

WINNER & SONS
12036-F
P.2-20-67
1200 400 70%
95 134 2.1 S.C.
229 94 6 (not specified)
180
4-68
KLSN
1200
44
95 134
229 94
180

WELL DATA

Date Started 4-14-68Date Completed 4-15-68

Hole Diameter:

28 in. from 0 ft. to 242 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Cemented from _____

Plain Casing
 Size 16, kind Steel from 0 ft. to 168 ft.

Size _____, kind _____ from _____ ft. to _____ ft.

Size _____, kind _____ from _____ ft. to _____ ft.

Perforated Casing
 Size 16, kind Steel from 168 ft. to 242 ft.

Size _____, kind _____ from _____ ft. to _____ ft.

Size _____, kind _____ from _____ ft. to _____ ft.

TEST DATA

Date Tested 4-18-68Type of Pump TurbineLength of Test 6Constant Yield 1200Drawdown 164

PUMP DATA (To be filled in)

Type of Pump TurbineOutlet Size 8Driven by GasHorsepower 100

Use additional paper if necessary to complete log and attach.

WELL DRILLERS STATEMENT

State of Colorado Hyuma ss
 County of _____

Klassen Drilling being duly sworn, deposes and says: he is the driller of the above described well; he has read the above map and statement, knows the content thereof, and the same is true of his own knowledge.

KLASSEN DRILLING

Paul KlassenLicense No. 533Subscribed and sworn to before me this 28th day of May, 19 68My Commission expires 11-2-, 19 71Notary Public Carrollugh

FORM TO BE MADE OUT IN QUADRUPPLICATE:

Original WHITE (both sides) & Triplicate GREEN Copy must be filed with the State Engineer within 30-days after well is completed. Duplicate PINK copy is for the Owner & YELLOW copy for the Driller. WHITE FORM MUST BE AN ORIGINAL COPY ON BOTH SIDES AND SIGNED.

COLORADO WATER WELL AND PUMP INSTALLATION CONTRACTORS
PUMP INSTALLATION REPORT

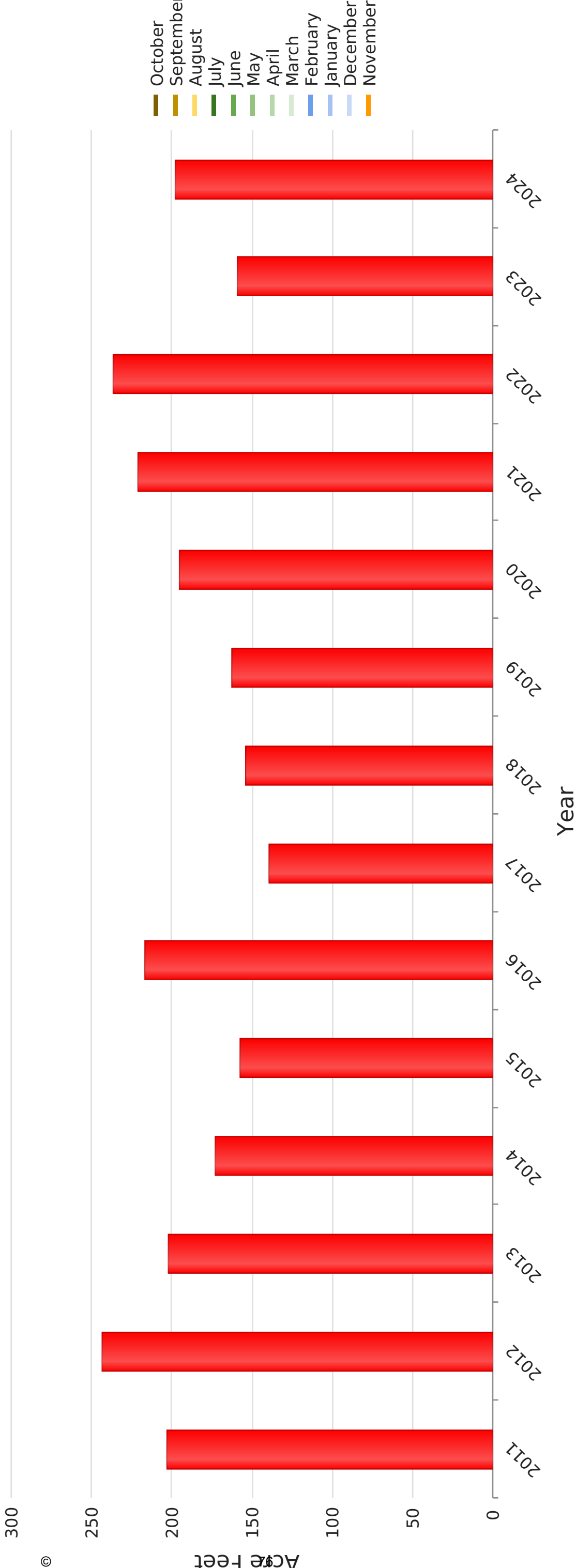
SW NW 13 5-6-47 W

WELL PERMIT NO.	012096-F
-----------------	----------

OWNER'S NAME		DATE	
Marion Wenger		5-7-69	
OWNER'S ADDRESS			
PUMP MAKE	TYPE	POWERED BY	HP
Johnston	turbines	gas engine	90
PHASE	VOLTAGE	DEPTH SET	PIPE SIZE
		170	8
WIRE SIZE	SHAFT SIZE	IMPELLER SIZE	NUMBER OF BOWLS
	1 3/4	9	4
G.P.M. DELIVERED AT OPEN DISCHARGE	TANK SIZE	DRAWDOWN	
1260		44	
PUMP INSTALLER'S SIGNATURE		LICENSE NUMBER	
Paul Zlatar		533	
REMARKS:			

NO EXCEEDS
DEC 15 1969
COLORADO WATER
STATE

WELL PERMIT 12096-FP (6507290) - Total (Diversions)





REASON FOR VERIFICATION (CHOOSE ONLY ONE) ☐ Verify TFM (3.1) ☐ Re-seal TFM (3.1) ☐ Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION: Well Description _____

WDID 1: WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: _____ New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____
Register Seal No.: _____ New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____

REPLACEMENT OF EXISTING TFM (TFM ONLY): Date New TFM Installed: _____ Date Previous TFM Removed: _____

Removed Meter Serial No.: _____ Removed Register Serial No.: _____ Prev. TFM: ☐ Reading ☐ Estimate _____

NEW METER INFORMATION

Manufacturer: _____ Model: _____ Multiplier: _____ No. Digits: _____ Initial TFM Reading: _____

INSTALLED TFM (TFM ONLY) Units: ☐ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft

Meter Serial No.: _____ Register Serial No.: _____ K-Factor (if adjusted): _____

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: _____" Wall Thickness: _____" ID: _____"

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor: _____ Stop Clamp Settings: _____
1 2 3 4 5 6 7 8 9 10
Front:

Back:

2-Point 2-Point 2-Point 10-Point
Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

Avg. Collins: _____ x GPM factor
Avg. QT (gpm): _____ (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time (min:sec)	Instantaneous (gpm) (Min. 10)
Stop:	_____	____ : ____	_____
Start:	_____	____ : ____	_____
Total:	_____	____ : ____ (Dec. Min.)	_____
		Avg. QI (gpm) (0,000.0)	_____

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting:
			Scale Factor: _____
Stop:	_____	____ : ____	Test Material: _____
Start:	_____	____ : ____	Avg. QT (gpm) (0,000.0)
Total:	_____	____ : ____ (Dec. Min.)	

CALIBRATION COEFFICIENT (TFM ONLY)

QT = _____ = _____ (to 0.000)
QI = _____

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft)	Pressure (psi)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 _____	_____	_____	
2 _____	_____	_____	
3 _____	_____	_____	Pt: _____
4 _____	_____	_____	Ct: _____
5 _____	_____	_____	Kh: _____

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = _____ kW (to 0.00)

PCC = (5433 x PD) ÷ (QT) = _____ kWh/af (to 0.0)

Sprinkler End Gun: ☐ On ☐ Off ☐ None

POWER METER INFORMATION (PCC ONLY):

Serial No. _____ Reading _____
Power Company _____ Multiplier: _____

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules 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 calculate diversions associated with this meter.

Requester Name: _____

USER CONTACT: Name/Entity: _____ 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 by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: _____ Date of Well Test: _____ Test Meter Serial No.: _____



COMMENTS:

BULK PLANT

30400 US Hwy. 34
Wray, CO 80758

5643 Hwy. 34
Yuma, CO 80759

Denny Blair
CO License #1221
NE License #29421
Cell 970-630-0968



PUMPS

970-332-4114

Electric Well & Pump Test Report

Owner: Richard A Liming Trust Legal Desc. R47W T5S NW13 Date: Oct. 10, 2025

Field Name: RD 4 & M Southeast Pump Type TURBINE Permit # 21096

Pump Brand JP Pump Depth 252 Drop Pipe 8

Shaft Size 1-3/16" Oil Tube Size 2" Pump Ser# 11CHO 6stg OPEN

Motor Brand GE Motor Ser.# 5K6267XHIA Motor HP 100

Motor Amps 117 Voltage 460 Frame B404TP16

Well Depth 258 Diameter 16" Casing Type Steel

Voltage Pump Not Running L 1 Volts: 494 L 2 Volts: 494 L 3 Volts: 492

Static Water Level 138' Meter Type WP Pipe Size 8'

GPM	Water Level	PSI	Total Hd. Ft.	Volts	Amps	Avg. Amps	HP	Efficiency
1010	147	Open		479/480/479	120/109/113	114		
850	145	40	237	479/479/479	119/107/120	119	104	74.00%
830	145	45	248	479/479/479	119/107/112	119	104	77.00%
805	144	50	259	479/479/479	118/106/111	110	105	77.00%
780	144	55	270	479/479/479	117/105/109	107	102	78.00%
760	143	60	281	479/479/479	116/104/108	106	101	78.00%

Remarks:

Pump Is New - Replaced And Installed 10/18/25



PROPOSAL
Quality Irrigation & Construction
 36043 County Road HH.5
 Wray, CO 80758
 (970) 332-0656 Office
 (970) 227-5884 Cell



PROPOSAL SUBMITTED TO Mary P & Richard A Liming Trust	PHONE	DATE 12/24/2024
STREET ADDRESS 4245 County Road M	CELL NUMBER	EMAIL
CITY, STATE AND ZIP CODE Kirk, CO 80824	JOB LOCATION Valley 7000 - Bulk With Drops & 11.2x38's	

We hereby submit specifications and estimates for:

NEW VALLEY MODEL 7000 IRRIGATION SYSTEM

New Valley; Model 7000 center pivot irrigation systems include: the standard Valley 7000; 6 5/8" pivot structure, with pivot ladder and Aeromotive 11 conductor, 30 amp collector ring; all 12 gauge galvanized pipe with welded on steel couplers; all galvanized span trussing and drive unit structural components; Valley VS-7000 drivetrain with Omni 52:1 wheel gearboxes and Valley standard speed, 34 RPM centerdrive .6HP gearmotors; 11 cond. shielded span wire w/ 4-#12 & 7-#14 copper wires; Valley all steel tower boxes and alignment control hardware with high impact durable plastic, UV resistant tower box covers; an Eagle, solid state overwatering timer installed in the next to last tower box; and 11R x 22.5 12 ply retard tubeless tires on galvanized rims.

VALLEY BASE SYSTEM SPAN CONFIGURATION

	Quantity	Price each	Total price
Valley 8000 - 8 5/8" pivot structure assy; w/ pivot ladder & Aeromotive 11 cond. collector ring	1	\$6,470.00	\$6,470.00
Pivot flex for 8" or 8 5/8" pivot	1	\$830.00	\$830.00
Valley 7000 span @ 160.0' - 6 5/8" pipe w/ 108" outlet spacing; with VS-7000 drivetrain & tires	8	\$18,000.00	\$144,000.00
Valley 27.4' overhang assy; 108" outlet spacing	1	\$1,980.00	\$1,980.00
BASE SYSTEM LIST PRICE			\$153,280.00

VALLEY CENTER PIVOT SYSTEM OPTIONS

ICON 5 computer pivot panel with encoder positioning and pressure transducer	1	\$9,185.00	\$9,185.00
Upgrade to Valley GPS positioning	1	\$650.00	\$650.00
Extended high voltage surge protection pkg.	1	\$240.00	\$240.00
Lower pivot elbow w/ fixed 8" flange for 8 5/8" pivot	1	\$115.00	\$115.00
Substitute 11.2 x 38" high profile tires on 10" galvanized rims	8	\$1,460.00	\$11,680.00
Add tubes to the above listed 11.2 x 38" high profile tires	8	\$190.00	\$1,520.00
Upgrade to Valley 8000 drivetrain with Valley 52:1 wheel gearboxes on Model 7000 system	8	\$485.00	\$3,880.00
VALLEY SYSTEM OPTIONS; LIST PRICE			\$27,250.00

DEALER SUPPLIED OPTIONS & EQUIPMENT

Nelson R3030 Rotators on 1st span & then Nelson A3030 Accelerators Rest of way & Nelson regs	One Set	\$5,733.02
Truss rod level +1' poly drops mounted on galvanized MxP goosenecks @ 9' spacing	One Set	\$4,138.07
Materials required for electrical service tie in	1	\$936.17
Materials required for pipeline tie in	1	\$8,554.07
12' x 14' QI pivot pad; including concrete, rebar, & conduit	1	\$3,950.00
DEALER SUPPLIED OPTIONS & EQUIPMENT; LIST PRICE		\$23,311.33

TOTAL SYSTEM PRICE	\$203,841.33
LESS STANDARD DEALER 20% DISCOUNT	(\$40,768.27)
LESS ADDITIONAL DEALER DISCOUNT	(\$64,541.25)
LESS VALMONT CURRENT PROGRAM DISCOUNT AND REBATES	\$0.00
NET SYSTEM PRICE - EQUIPMENT and MATERIALS	\$98,531.81

Parcel #2A

Well Permit #21031-FP

- Final Permit
- Well Log
- Diversion History Graph
- Totalizing Flow Meter Test (July 2025)
- Current Well Test

**Ground Water Commission
State of Colorado**

Final Permit No. 21031-FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority Date: May 7, 1974

Use: IRRIGATION

Name of Claimant: RICHARD A LIMING

Original Well Location: NW 1/4 of the NE 1/4 at a point 20 feet from the North Section Line and 2630 feet from the East Section Line of Section 14, Township 4 South, Range 47 West of the Sixth Principal Meridian.

Maximum annual volume of appropriation: 400 acre-feet

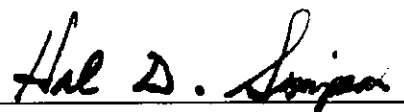
Maximum pumping rate: 1000 gallons per minute

Number of acres which may be irrigated: 220 acres

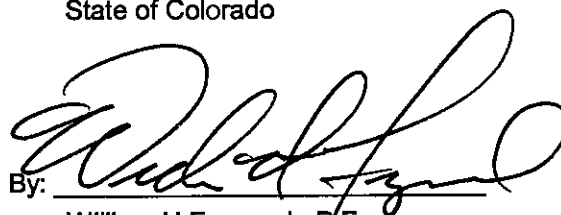
Totalizing Flow Meter: Meter may be required

Description of acres irrigated: The W1/2 of the NE1/4 of Section 14 and part of the SW1/4 of Section 11, Township 4 South, Range 47 West, 6th P.M.

Done this 14TH day of MAY, 20 02



Hal D. Simpson
State Engineer
State of Colorado



By: _____

William H Fronczak, P.E.
Chief, Designated Basins Branch

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 021031-F

RECEIVED

JUL 21 1976

WATER RESOURCES
STATE ENGINEER
COLO.

THIS FORM MUST BE SUBMITTED
WITHIN 30 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL OWNER Richard A. Liming N.W. 1/4 of the N.E. 1/4 of Sec. 14

ADDRESS Kirk, Colo. 80824 T. 4 S. 47 W. 6 P.M.

DATE COMPLETED June 17, 19 76 HOLE DIAMETER

28 in. from 0 to 215 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.
DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 155 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16 & kind steel from 155 to 215 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot&pea

Interval 20' to 215'

TEST DATA

Date Tested June 19, 1976, 19

Static Water Level Prior to Test 112 ft.

Type of Test Pump Turbine

Length of Test 5 hrs

Sustained Yield (Metered) 1000

Final Pumping Water Level 175

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	
1	5	sand	
5	20	clay	
20	50	sand&clay	
50	75	rock&clay	
75	110	sand, rock&clay	
110	120	sand&rock 8	4
120	130	gravel 10	10
130	140	sand&clay 7	5
140	150	gravel 10	10
150	160	clay&sand 3	15
160	175	gravel&clay 10	15
175	190	gravel 15	2
190	195	clay&sand 2	2
195	200	gravel 5	
200	210	clay&rock 2	
210	215	shale	

21031-F
5-7-74
6-76 1000 400 73%
KCSN 112 98 165.C.
1000 240 22 SH
63
SHALE
220

TOTAL DEPTH 215'

Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

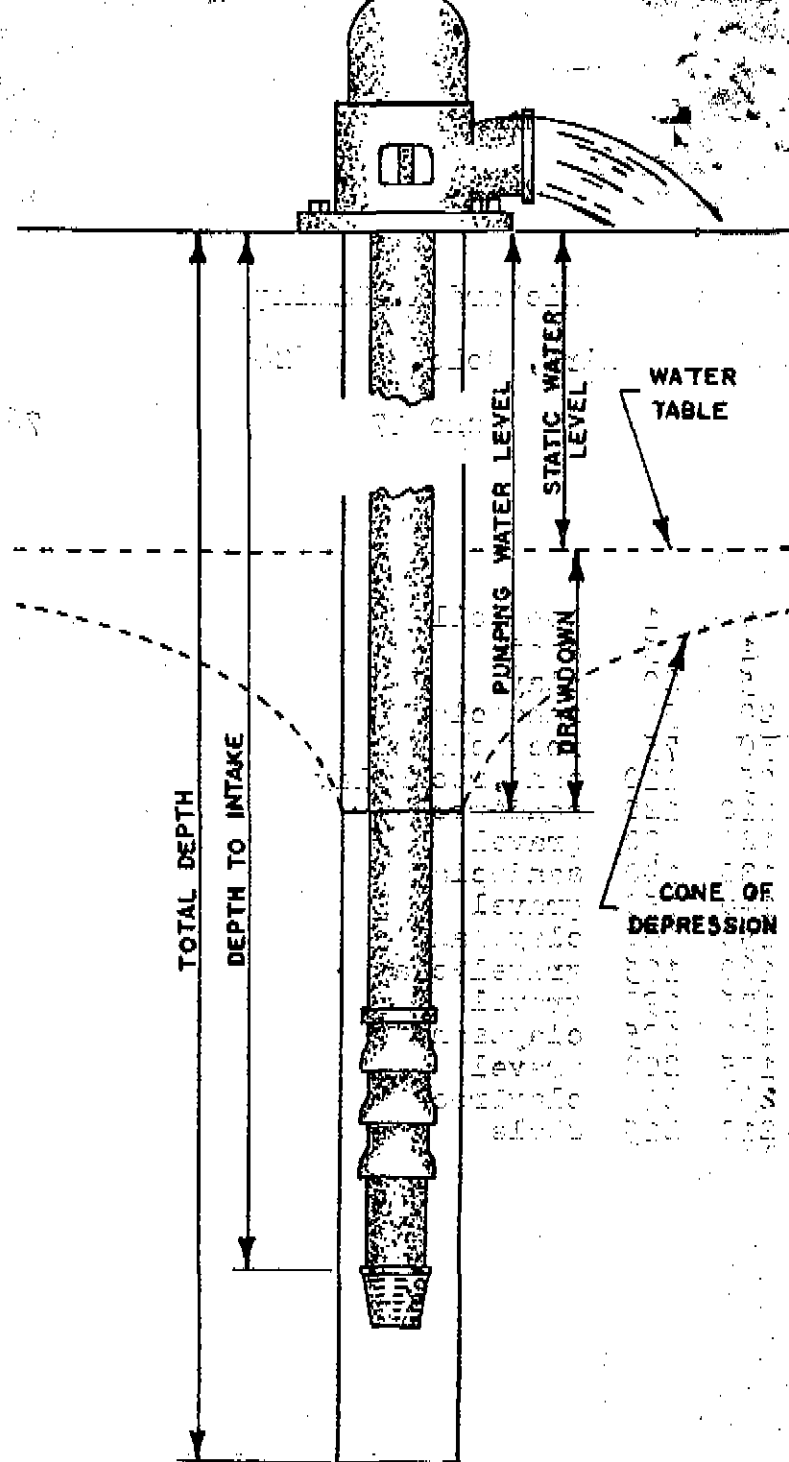
Static Water Level Prior to Test _____

Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

Remarks _____



CONTRACTORS STATEMENT

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

Signature Paul Klassen

License No. 533

State of Colorado, County of Yuma

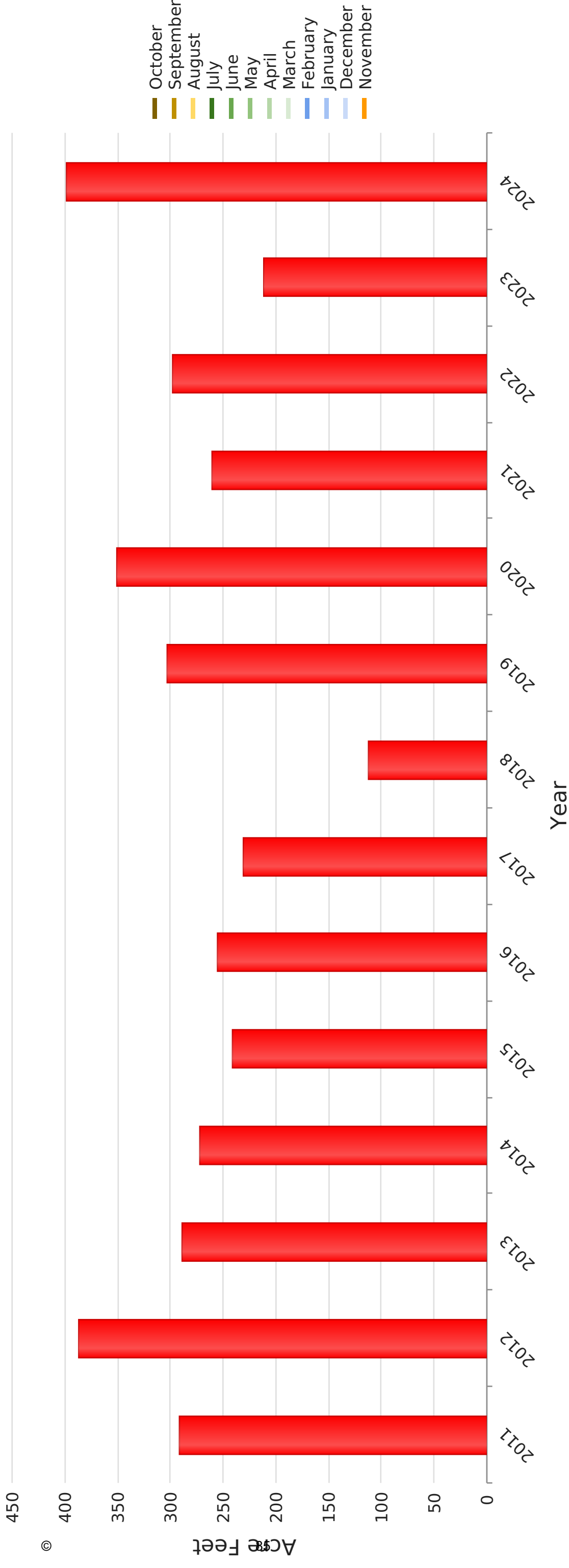
SS

Subscribed and sworn to before me this 19 day of July, 1926.

My Commission expires NOV 30, 1929.

Notary Public Joyce E. Klassen

WELL PERMIT 21031-FP (6506256) - Total (Diversions)





REASON FOR VERIFICATION (CHOOSE ONLY ONE) ☒ Verify TFM (3.1) ☐ Re-seal TFM (3.1) ☐ Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION:

Well Description 21031 FP NWNE 14 4S 47 N 1.5 circle

WDID 1: 6506256 WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: DWR New Seal No.: Other: Seal No. New Seal No.
Register Seal No.: New Seal No.: Other: Seal No. New Seal No.

REPLACEMENT OF EXISTING TFM (TFM ONLY):

Date New TFM Installed: Date Previous TFM Removed:

Removed Meter Serial No.: Removed Register Serial No.: Prev. TFM: ☐ Reading ☐ Estimate

NEW METER INFORMATION

Manufacturer: Model: Multiplier: No. Digits: Initial TFM Reading:

INSTALLED TFM (TFM ONLY) Units: ☒ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft

Meter Serial No: 08-8-4185 Register Serial No.: K-Factor (if adjusted):

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 8.000 " Wall Thickness: 0.126 " ID: 7.748 "

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor: Stop Clamp Settings:
1 2 3 4 5 6 7 8 9 10
Front:

2-Point			2-Point			2-Point			10-Point

Back:

Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

Avg. Collins: x GPM factor
Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
	Acft	(min:sec)		
Stop:	512.6300	16 : 4.94		
Start:	512.6100	0 : 0.00		
Total:	0.0200	16.08 (Dec. Min.)		
	405.3	Avg. QI (gpm) (0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: 5.96	
			Scale Factor: 0.98	
Stop:	5,775.0	15 : 0.00	Test Material: Steel	
Start:	0.0	0 : 0.00	Avg. QT (gpm) (0,000.0)	385.0
Total:	5,775.0	15.00 (Dec. Min.)		

CALIBRATION COEFFICIENT (TFM ONLY)

$$QT = \frac{385.0}{405.3} = 0.950 \text{ (to 0.000)}$$

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft)	Pressure (psi)
1 :		
2 :		
3 :		
4 :		
5 :		

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1			
2			
3			
4			
5			
			Pt: Ct: Kh:

$$PD = \text{Avg. Rate} \times 3.6 \times Pt \times Ct \times Kh = \text{ kW (to 0.00)}$$

$$PCC = (5433 \times PD) \div (QT) = \text{ kWh/af (to 0.0)}$$

Sprinkler End Gun: ☐ On ☐ Off ☐ None

POWER METER INFORMATION (PCC ONLY):

Serial No. Reading
Power Company Multiplier:

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules 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 calculate diversions associated with this meter.

Requester Name:

USER CONTACT:

Name/Entity: Robin Liming

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 by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: Devin Ridnour Date of Well Test: 07/25/2025 Test Meter Serial No.: N6F03339T

COMMENTS:

Was pumping air, had to squeeze it down for the test. Left it squeezed down after test.



HALF CIRCLE

30400 US Hwy. 34
Wray, CO 80758

5643 Hwy. 34
Yuma, CO 80759

Denny Blair
CO License #1221
NE License #29421
Cell 970-630-0968



Owner: Richard A Liming Trust Legal Desc. R47W T4S NE14 Date: Oct. 10, 2025

Field Name: RD 10 & L East Side Pump Type TURBINE Permit # 21031

Pump Brand FB Pump Depth _____ Drop Pipe 8

Shaft Size 1-7/16" Oil Tube Size 2 1/2" Pump Ser# D76-7461

Motor Brand GE Motor Ser.# NO TAG Motor HP 100

Motor Amps 117 Voltage 460 Frame 404TP

Well Depth 215' Diameter 16" Casing Type Steel

Voltage Pump Not Running L 1 Volts: 490 L 2 Volts: 489 L 3 Volts: 487

Static Water Level 157 Meter Type WP Pipe Size 8'

GPM	Water Level	PSI	Total Hd. Ft.	Volts	Amps	Avg. Amps	HP	Efficiency
590		Open		474/474/472	78/79/76	78		
470		35		490/490/488	80/82/79	80	72	
450		40		490/490/488	79/82/78	80	72	
430		45		490/490/488	79/81/77	79	71	
410		50		490/490/488	79/81/79	79	71	
390		55		490/490/488	79/82/77	80	71	
360		60		490/490/488	79/81/77	80	72	
325		65		490/490/488	78/80/76	79	71	

Remarks:

The Well Has Been Sleeved- There Is Not Enough Clearance To Get An Accurate Drawdown Pumping Level

Parcel #2A

Well Permit #80826 (Domestic Well)

- Well Log
- Permit Application Form

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

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 80826

RECEIVED
NOV 12 '75
WATER RESOURCES
STATE ENGINEER
COLO.

WELL OWNER Allen Liming S.W. 1/4 of the S.W. 1/4 of Sec. 11

ADDRESS Kirk, Colo. 80824 T. 4 S. 0, R. 47 W. 6 P.M.

DATE COMPLETED Aug. 27, 19 75 HOLE DIAMETER

6 3/4 in. from 0 to 190 ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	91'
1	20	sand&clay	
20	40	clay	
40	90	sand&clay	
90	100	gravel	
100	130	clay&gravel	
130	150	gravel	
150	170	clay	
170	178	gravel	
178	186	clay	
186	190	shale	
TOTAL DEPTH <u>190'</u>			

Use additional pages necessary to complete log.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Rotary

CASING RECORD: Plain Casing

Size 5 & kind J&L from 0 to 150 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 5 & kind J&L from 150 to 190 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot

Interval 20' to 190'

TEST DATA

Date Tested Aug. 27, 1975, 19 _____

Static Water Level Prior to Test 91' ft.

Type of Test Pump sandbucket

Length of Test 3 hrs.

Sustained Yield (Metered) 20 G.P.M.

Final Pumping Water Level 94'

PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

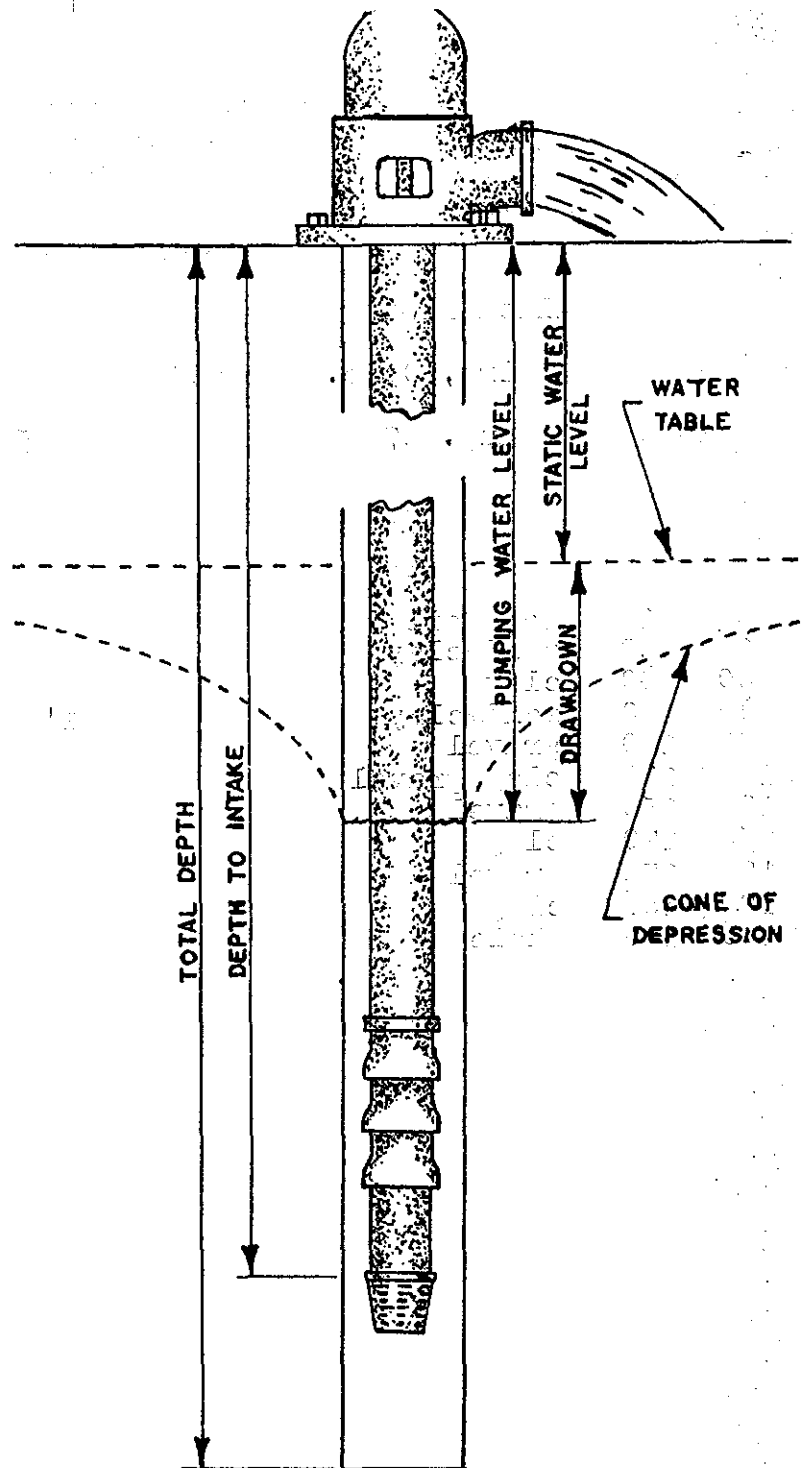
Static Water Level Prior to Test _____

Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

Remarks _____



CONTRACTORS STATEMENT

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

Signature Paul Harrison License No. 533

State of Colorado, County of YUMA SS

Subscribed and sworn to before me this 10 day of NOV, 1975.

My Commission expires: NOV 30, 1975.

Notary Public Joyce E. Hansen

COLORADO DIVISION OF WATER RESOURCES

301 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80203
300

D.H.

RECEIVED

SEP 08 '75

WATER RESOURCES
STATE ENGINEER
CDED.

PERMIT APPLICATION FORM

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

() A PERMIT TO USE GROUND WATER
☒ A PERMIT TO CONSTRUCT A WELL
FOR: ☒ A PERMIT TO INSTALL A PUMP

() REPLACEMENT FOR NO. _____

() OTHER _____

(1) APPLICANT - mailing address

NAME Allen Liming

STREET _____

CITY Kirk, Colo. 80824
(State) (Zip)

TELEPHONE NO. _____

(2) LOCATION OF PROPOSED WELL

County YumaSW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 11Twp. 4 S., Rng. 47 W., 6 P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 20

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

Number of acres to be irrigated: _____

Proposed total depth (feet): 190

Aquifer ground water is to be obtained from:

OGA11A1A

Owner's well designation _____

GROUND WATER TO BE USED FOR:

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

(4) DRILLER

Name Klassen Dr/g.

Street _____

City Joel Colo. 80822
(State) (Zip)Telephone No. 358-4285 Lic. No. 533

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 64153 / _____Basin 1 Dist. 3

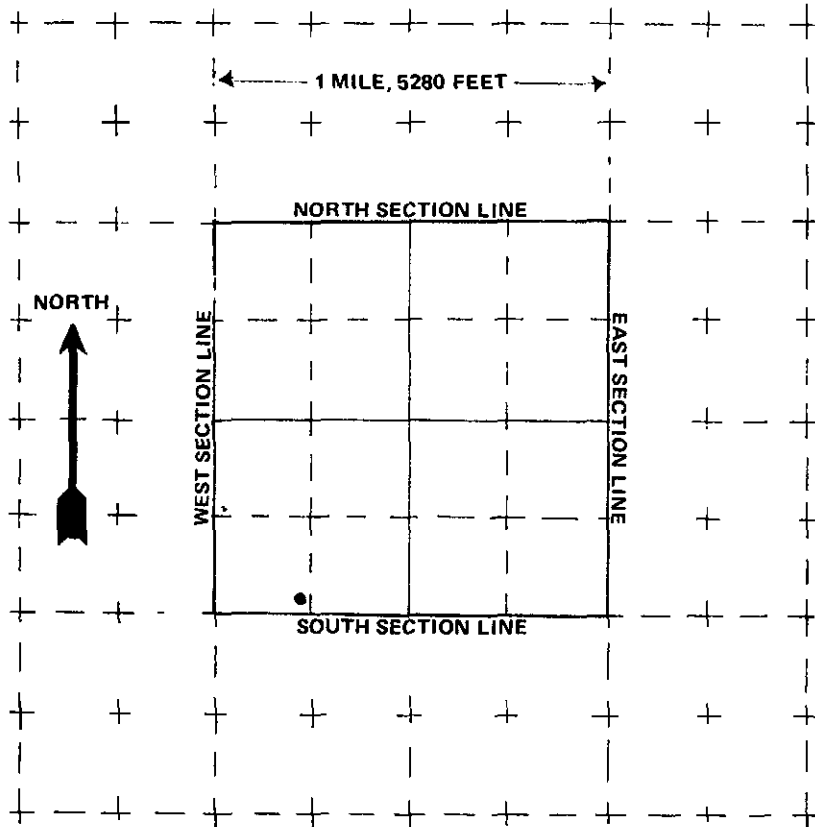
CONDITIONS OF APPROVAL

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

APPLICATION APPROVED

PERMIT NUMBER 80826DATE ISSUED SEP 08 1975EXPIRATION DATE SEP 08 1977Bruce E. DeBune
DEPUTY STATE ENGINEERBY James StewartI.D. 1-65 COUNTY 63

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



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

WATER EQUIVALENTS TABLE (Rounded Figures)

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

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

100 ft. from South (north or south) sec. line
1300 ft. from West (east or west) sec. line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner: _____

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

(8) **PROPOSED CASING PROGRAM**

Plain Casing

5 in. from 0 ft. to 150 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

5 in. from 150 ft. to 190 ft.

_____ in. from _____ ft. to _____ ft.

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

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

Owner(s): _____ No. of acres: _____

Legal description: _____

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

Household uses, yard & garden

(12) **OTHER WATER RIGHTS** used on this land, including wells.

Type or right

Used for (purpose)

Description of land on which used

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

Allen Living by Joyce Hansen
SIGNATURE OF APPLICANT(S)

Parcel #2B

Well Permit #21061-FP

- Final Permit
- Well Log
- Diversion History Graph
- Totalizing Flow Meter Test (July 2025)
- Current Well Test
- Valley Sprinkler Invoice

Well Permit #22456-FP

- Final Permit
- Well Log
- Diversion History Graph
- Totalizing Flow Meter Test (Sept 2024)
- Submersible – NOT TESTED

**Ground Water Commission
State of Colorado
Amended Final Permit No. 21061-FP
NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN**

Priority Date: April 7, 1975
Use(s): IRRIGATION
Name of Claimant: RICHARD A LIMING
Permitted Well Location: NW 1/4 of the NW 1/4 at a point 10 feet from the North Section Line and 1310 feet from the West Section Line of Section 18, Township 4 South, Range 46 West of the Sixth Principal Meridian.

Maximum annual volume of appropriation: 400 acre-feet
Maximum pumping rate: 1600 gallons per minute
Number of acres which may be irrigated: 480 acres
Totalizing Flow Meter: Meter may be required

Description of acres irrigated or place of use: Part of the NW1/4 of Section 18, Township 4 South, Range 46 West and part of the E1/2 and part of the E1/2 of the SW1/4 of Section 12, Township 4 South, Range 47 West, 6th P.M.


Aquifer(s):

Note: This amendment is to correct a typographical error identifying the Range number in the description of irrigated acres.

Done this 23rd day of August, 20 11



Dick Wolfe
State Engineer
State of Colorado

By: 
Keith Vander Horst, P.E.
Water Resource Engineer

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203THIS FORM MUST BE SUBMITTED
WITHIN 90 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 021061-F

RECEIVED

JUL 21 76

WATER RESOURCES
STATE ENGINEER
COLO.WELL OWNER A. Richard LimingN.W. ¼ of the N.W. ¼ of Sec. 18ADDRESS Kirk, Colo. 80824T. 4 S. 80. R. 46 W. 6 P.M.DATE COMPLETED June 12, 19 76

HOLE DIAMETER

28 in. from 0 to 235 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Reverse RotaryCASING RECORD: Plain CasingSize 16 & kind steel from 0 to 175 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated CasingSize 16 & kind steel from 175 to 235 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material clayIntervals 0 to 20'Placement Method manualGRAVEL PACK: Size Buckshot&peaInterval 20' to 235'

TEST DATA

Date Tested June 16, 1976, 19 _____Static Water Level Prior to Test 95' ft.Type of Test Pump TurbineLength of Test 5 HRSSustained Yield (Metered) 1600 GPMFinal Pumping Water Level 195'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	
1	18	sand	
18	50	sand&clay	
50	90	sand, clay&rock	
90	100	clay	
100	115	rock&clay	5
115	120	gravel	7
120	140	clay, rock&sand	10
140	155	sand&clay	10
155	160	clay	5
160	165	sand	10
165	180	sand&clay	26
180	206	gravel	16
206	220	sand&clay	
220	230	sand&clay	
230	235	shale	

RICHARD A. LIMING
 21061-F
 4-7-75
 1600 400
 6-76 95 135
 KLSN 1600 230 79
 100 480
 53% 16 S.C. 5 H.

TOTAL DEPTH 235

Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

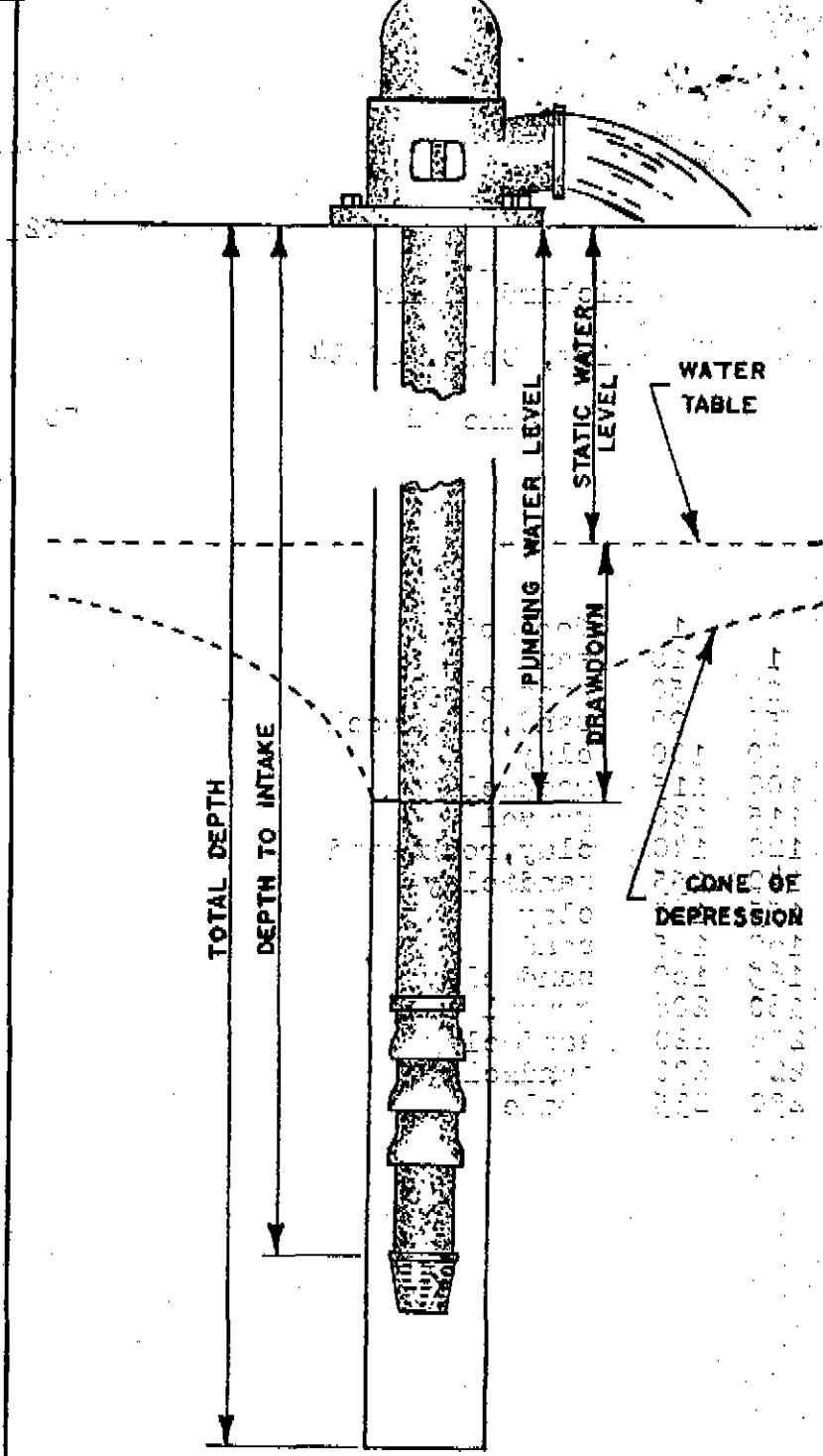
Static Water Level Prior to Test _____

Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

Remarks _____



CONTRACTORS STATEMENT

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

Signature Paul Warner

License No. 533

State of Colorado, County of Yuma

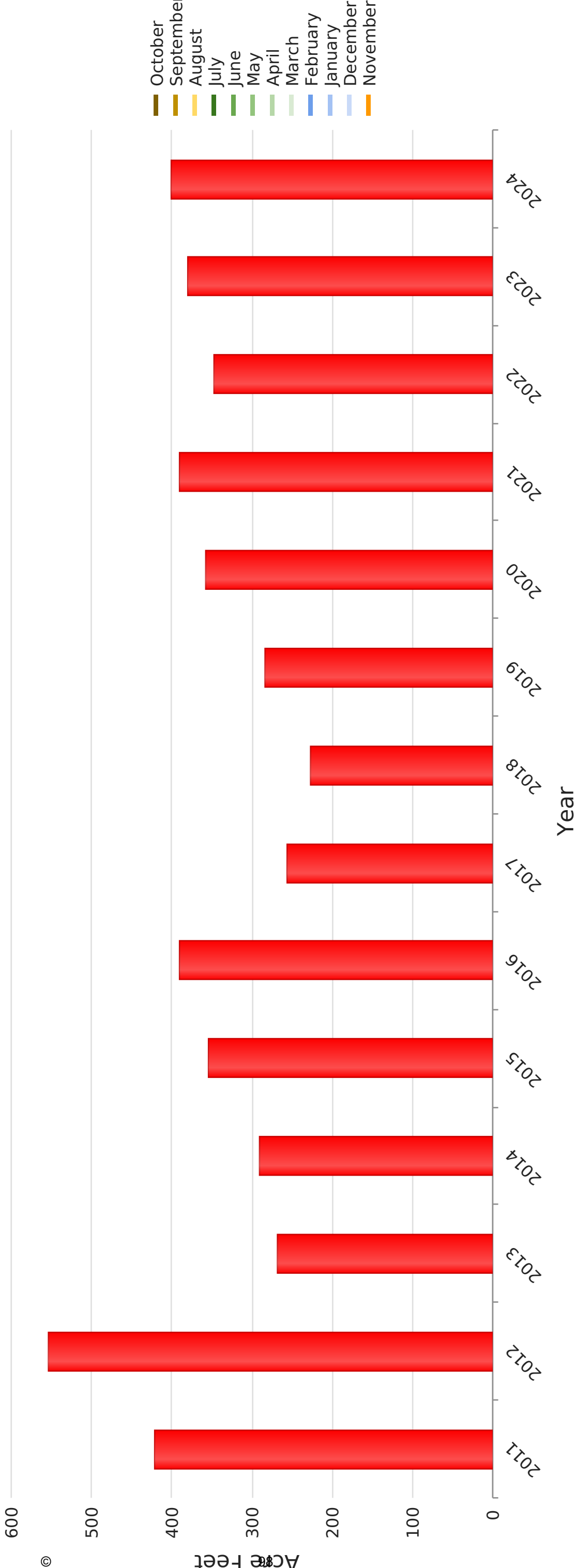
SS

Subscribed and sworn to before me this 19 day of July, 1976.

My Commission expires NOV 30, 1979.

Notary Public Joyce E. Hansen

WELL PERMIT 21061-FP (6507292) - Total (Diversions)





REASON FOR VERIFICATION (CHOOSE ONLY ONE) ☒ Verify TFM (3.1) ☐ Re-seal TFM (3.1) ☐ Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION:

Well Description 210061 NWNW 18 4S 46 Blg

WDID 1: 6507292 WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: D000450 New Seal No.: Other: Seal No. New Seal No.
Register Seal No.: New Seal No.: Other: Seal No. New Seal No.

REPLACEMENT OF EXISTING TFM (TFM ONLY):

Date New TFM Installed: Date Previous TFM Removed:

Removed Meter Serial No: Removed Register Serial No.: Prev. TFM: ☐ Reading ☐ Estimate

NEW METER INFORMATION

Manufacturer: Model: Multiplier: No. Digits: Initial TFM Reading:

INSTALLED TFM (TFM ONLY) Units: ☒ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft

Meter Serial No: GP13-0929-10 Register Serial No.: K-Factor (if adjusted):

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 10.000 " Wall Thickness: 0.134 " ID: 9.732 "

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor: Stop Clamp Settings:
1 2 3 4 5 6 7 8 9 10
Front:

Back:

2-Point 2-Point 2-Point 10-Point
Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

Avg. Collins: x GPM factor
Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
	Acft	(min:sec)		
Stop:	<u>45.6750</u>	<u>16</u> : <u>15.37</u>		
Start:	<u>45.5990</u>	<u>0</u> : <u>0.00</u>		
Total:	<u>0.0760</u>	<u>16.26</u> (Dec. Min.)		
	<u>1,523.0</u>	Avg. QI (gpm) (0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: <u>7.639</u>	
			Scale Factor: <u>0.98</u>	
Stop:	<u>22,733.0</u>	<u>15</u> : <u>0.00</u>	Test Material: <u>Steel</u>	
Start:	<u>0.0</u>	<u>0</u> : <u>0.00</u>	Avg. QT (gpm)	<u>1,515.5</u>
Total:	<u>22,733.0</u>	<u>15.00</u> (Dec. Min.)	(0,000.0)	

CALIBRATION COEFFICIENT (TFM ONLY)

$$QT = \frac{1,515.5}{1,523.0} = 0.995 \text{ (to 0.000)}$$

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft)	Pressure (psi)
1 : <u> </u>	<u> </u>	<u> </u>
2 : <u> </u>	<u> </u>	<u> </u>
3 : <u> </u>	<u> </u>	<u> </u>
4 : <u> </u>	<u> </u>	<u> </u>
5 : <u> </u>	<u> </u>	<u> </u>

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 <u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	Pt: <u> </u>
5 <u> </u>	<u> </u>	<u> </u>	Ct: <u> </u>
			Kh: <u> </u>

$$PD = \text{Avg. Rate} \times 3.6 \times Pt \times Ct \times Kh = \text{ } \text{ kW (to 0.00)}$$

$$PCC = (5433 \times PD) \div (QT) = \text{ } \text{ kWh/af (to 0.0)}$$

Sprinkler End Gun: ☐ On ☐ Off ☐ None

POWER METER INFORMATION (PCC ONLY):

Serial No. Reading
Power Company Multiplier:

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules 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 calculate diversions associated with this meter.

Requester Name:

USER CONTACT:

Name/Entity: Robin Liming 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 by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: Devin Ridnour Date of Well Test: 07/25/2025 Test Meter Serial No.: N6F03339T



COMMENTS:



BIG WELL

30400 US Hwy. 34
Wray, CO 80758

5643 Hwy. 34
Yuma, CO 80759

Denny Blair
CO License #1221
NE License #29421
Cell 970-630-0968



PUMPS

970-332-4114

Electric Well & Pump Test Report

Owner: Richard A Liming Trust Legal Desc. R46W T4S NW18 Date: Oct. 10, 2025

Field Name: RD 10 & N East Side Pump Type TURBINE Permit # 21061

Pump Brand JOHNSON Pump Depth _____ Drop Pipe 10"

Shaft Size 1-11/16" Oil Tube Size 2 1/2" Pump Ser# No Tag

Motor Brand US Motor Ser.# Y037667510-000 Motor HP 200

Motor Amps 220 Voltage 460 Frame H44STPP

Well Depth 235' Diameter 16" Casing Type Steel

Voltage Pump Not Running L 1 Volts: 480 L 2 Volts: 478 L 3 Volts: 478

Static Water Level 138 Meter Type WP Pipe Size 10"

GPM	Water Level	PSI	Total Hd. Ft.	Volts	Amps	Avg. Amps	HP	Efficiency
1740	155	Open						
1550	152	40	244	476/477/476	199/205/200	201	177	56.00%
1490	151	45	254	476/477/476	198/207/201	202	178	54.00%
1450	150	50	265	476/477/476	200/202/200	202	178	52.00%
1400	150	55	276	476/477/476	200/203/200	201	177	50.00%
1370	149	60	287	476/477/476	198/203/200	200	176	49.00%
1330	149	65	298	476/477/476	200/201/201	200	176	47.00%
1280	148	70	309	476/477/476	200/200/199	199	176	45.00%
1240	148	75	320	476/477/476	199/200/198	199	175	44.00%
1190	147	80	331	476/477/476	196/199/197	197	173	43.00%

Remarks:

Well Pumps 2 Circles



PROPOSAL
Quality Irrigation & Construction
 36043 County Road HH.5
 Wray, CO 80758
 (970) 332-0656 Office
 (970) 227-5884 Cell



Performance. Period.

PROPOSAL SUBMITTED TO Mary P & Richard A Liming Trust	PHONE	DATE 12/24/2024
STREET ADDRESS 4245 County Road M	CELL NUMBER	EMAIL
CITY, STATE AND ZIP CODE Kirk, CO 80824	JOB LOCATION Valley 7000 - Big Well With Drops	

We hereby submit specifications and estimates for:

NEW VALLEY MODEL 7000 IRRIGATION SYSTEM

New Valley; Model 7000 center pivot irrigation systems include: the standard Valley 7000; 6 5/8" pivot structure, with pivot ladder and Aeromotive 11 conductor, 30 amp collector ring; all 12 gauge galvanized pipe with welded on steel couplers; all galvanized span trussing and drive unit structural components; Valley VS-7000 drivetrain with Omni 52:1 wheel gearboxes and Valley standard speed, 34 RPM centerdrive .6HP gearmotors; 11 cond. shielded span wire w/ 4-#12 & 7-#14 copper wires; Valley all steel tower boxes and alignment control hardware with high impact durable plastic, UV resistant tower box covers; an Eagle, solid state overwatering timer installed in the next to last tower box; and 11R x 22.5 12 ply retread tubeless tires on galvanized rims.

VALLEY BASE SYSTEM SPAN CONFIGURATION

	<u>Quantity</u>	<u>Price each</u>	<u>Total price</u>
Valley 8000 - 8 5/8" pivot structure assy; w/ pivot ladder & Aeromotive 11 cond. collector ring	1	\$6,470.00	\$6,470.00
Pivot flex for 8" or 8 5/8" pivot	1	\$830.00	\$830.00
Valley 7000 span @ 135.2' - 6 5/8" pipe w/ 108" outlet spacing; with VS-7000 drivetrain & tires	1	\$16,665.00	\$16,665.00
Valley 7000 span @ 160.0' - 6 5/8" pipe w/ 108" outlet spacing; with VS-7000 drivetrain & tires	7	\$18,000.00	\$126,000.00
Valley 36.2' overhang assy; 108" outlet spacing	1	\$2,835.00	\$2,835.00
BASE SYSTEM LIST PRICE			\$152,800.00

VALLEY CENTER PIVOT SYSTEM OPTIONS

ICON 5 computer pivot panel with encoder positioning and pressure transducer	1	\$9,185.00	\$9,185.00
Upgrade to Valley GPS positioning	1	\$650.00	\$650.00
Extended high voltage surge protection pkg;	1	\$240.00	\$240.00
Lower pivot elbow w/ fixed 8" flange for 8 5/8" pivot	1	\$115.00	\$115.00
Add tubes to the 11.2 x 24", 11 x 22.5", or 11 x 24.5" tire assy's.	8	\$190.00	\$1,520.00
Upgrade to Valley 8000 drivetrain with Valley 52:1 wheel gearboxes on Model 7000 system	8	\$485.00	\$3,880.00
VALLEY SYSTEM OPTIONS; LIST PRICE			\$15,570.00

DEALER SUPPLIED OPTIONS & EQUIPMENT

Nelson R3030 Rotators on 1st span & then Nelson A3030 Accelerators Rest of way & Nelson regs	One Set		\$5,651.44
Truss rod level +1' poly drops mounted on galvanized MxF goosenecks @ 9' spacing	One Set		\$3,944.85
Materials required for electrical service tie in	1		\$352.42
Materials required for pipeline tie in	1		\$1,676.00
12' x 14' QI pivot pad; including concrete, rebar, & conduit	1		\$3,950.00
DEALER SUPPLIED OPTIONS & EQUIPMENT; LIST PRICE			\$15,574.71

TOTAL SYSTEM PRICE	\$183,944.71
LESS STANDARD DEALER 20% DISCOUNT	(\$36,788.94)
LESS ADDITIONAL DEALER DISCOUNT	(\$60,272.55)
LESS VALMONT CURRENT PROGRAM DISCOUNT AND REBATES	\$0.00
NET SYSTEM PRICE - EQUIPMENT and MATERIALS	\$86,883.22

Ground Water Commission
State of Colorado
Final Permit No. 22456-FP
NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority Date: March 23, 1977

Use: IRRIGATION

Name of Claimant: RICHARD A LIMING

Original Well Location: NE 1/4 of the SW 1/4 at a point 1784 feet from the South Section Line and 1615 feet from the West Section Line of Section 12, Township 4 South, Range 47 West of the Sixth Principal Meridian.

Maximum annual volume of appropriation: 400 acre-feet

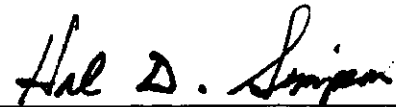
Maximum pumping rate: 300 gallons per minute

Number of acres which may be irrigated: 280 acres

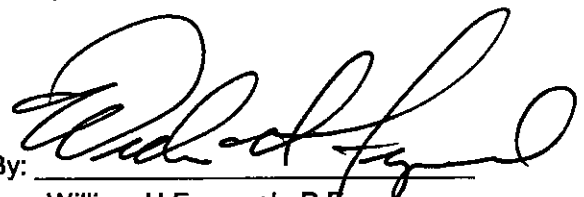
Totalizing Flow Meter: Meter may be required

Description of acres irrigated: The NW1/4 and 120 acres in the SW1/4, Section 12, Township 4 South, Range 47 West, 6th P.M.

Done this 28TH day of MAY, 20 02



Hal D. Simpson
State Engineer
State of Colorado

By: 
William H Fronczak, P.E.
Chief, Designated Basins Branch

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

RECEIVED

NOV 13 1978

WATER RESOURCES
STATE ENGINEER
ORD.THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 22456-FWELL OWNER Richard A. Liming N.E. 1/4 of the S.W. 1/4 of Sec. 12ADDRESS Kirk, Colo. 80824 T. 4 S. 47 W. 6th P.M.DATE COMPLETED October 12, 19 78 HOLE DIAMETER28 in. from 0 to 206 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Reverse RotaryCASING RECORD: Plain CasingSize 16" & kind steel from 0 to 166 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated CasingSize 16" & kind steel from 166 to 206 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material clayIntervals 0 to 20'Placement Method manualGRAVEL PACK: Size Buckshot & PeaInterval 20 to 206'

TEST DATA

Date Tested October 13, 19 78Static Water Level Prior to Test 102 ft.Type of Test Pump turbineLength of Test 6 hrs.Sustained Yield (Metered) 206 G.P.M.Final Pumping Water Level 197'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	top soil	
1	12	clay & sand	
12	30	sand & gravel	
30	55	clay & sand	
55	65	gravel	
65	96	clay & sand	
96	97	rock	
97	116	gravel	14
116	118	rock & clay	11
118	140	sand rock & clay	8
140	148	rock & sand	9
148	157	gravel	9
157	159	clay	7
159	176	sand rock & clay	9
176	183	gravel	7
183	197	sand & clay	9
197	206	shale	

RICHARD A
LIMING
22456-F
3-23-77

10-78 300 400 71%
KLSN 102 95 2 S.C.
95 197 67 64
SHALE
320
(280 described)

TOTAL DEPTH 206'

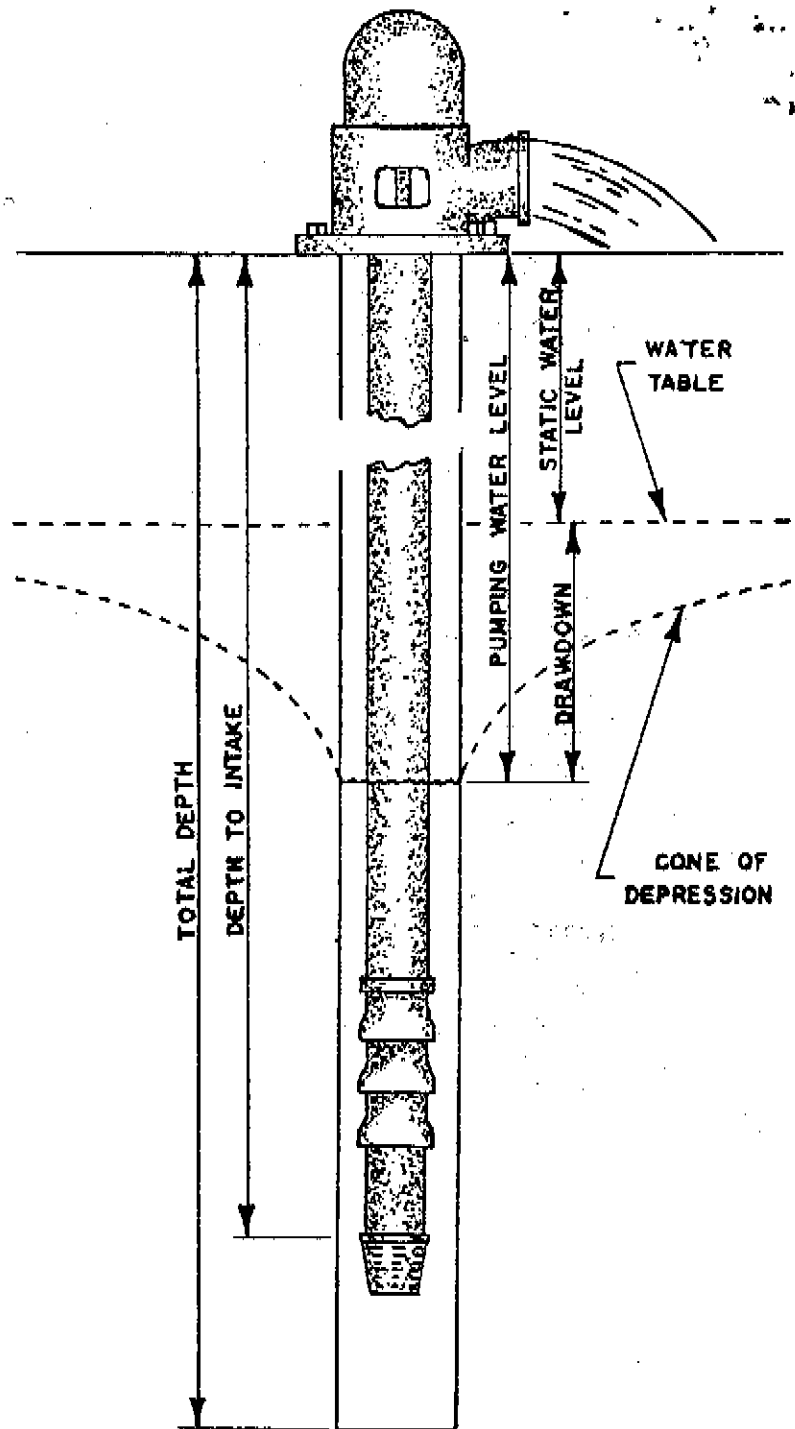
Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make _____
 Type _____
 Powered by _____ HP _____
 Pump Serial No. _____
 Motor Serial No. _____
 Date Installed _____
 Pump Intake Depth _____
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

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



CONTRACTORS STATEMENT

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

Signature, Paul Glorin License No. 533

State of Colorado, County of Yuma SS

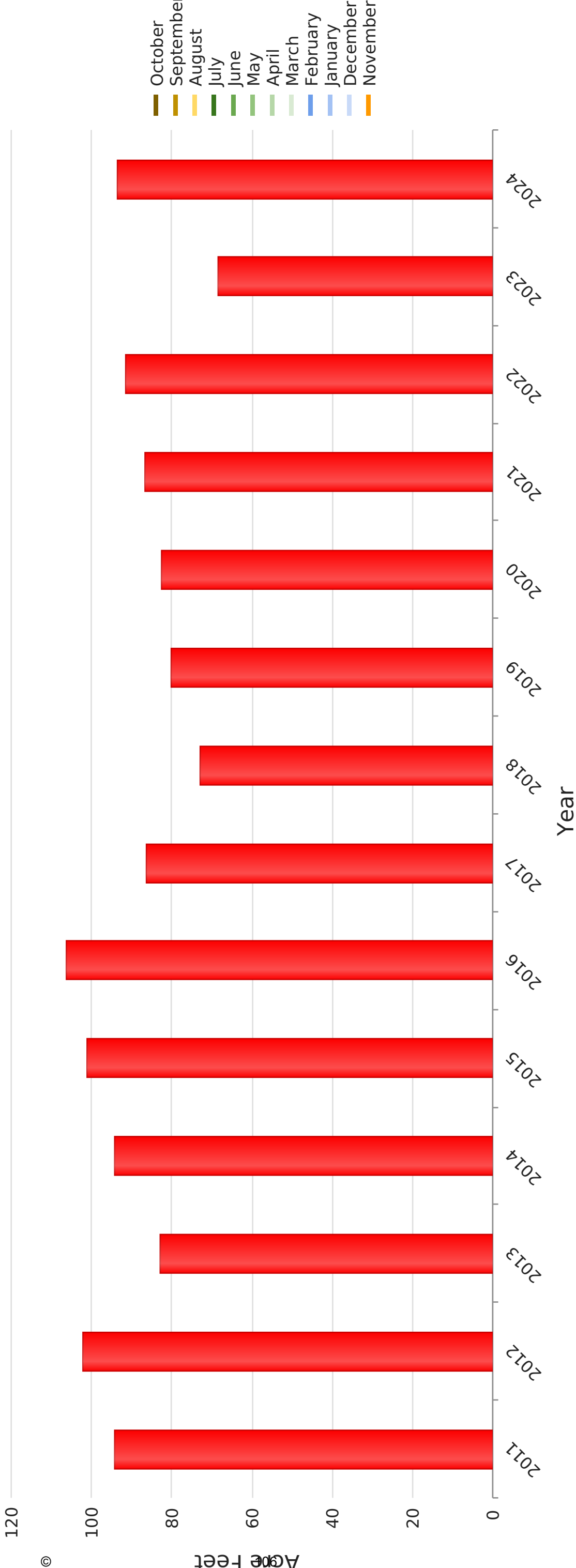
Subscribed and sworn to before me this 8 day of Nov, 1978.

My Commission expires: Nov 30, 1979.

Notary Public Joyce E. Hansen

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

WELL PERMIT 22456-FP (6500530) - Total (Diversions)





REASON FOR VERIFICATION (CHOOSE ONLY ONE) ☐ Verify TFM (3.1) ☐ Re-seal TFM (3.1) ☒ Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION:

Well Description #22456 FP Soaker

WDID 1: 6500530 WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: New Seal No.: Other: Seal No.: New Seal No.:
Register Seal No.: New Seal No.: Other: Seal No.: New Seal No.:

REPLACEMENT OF EXISTING TFM (TFM ONLY):

Date New TFM Installed: Date Previous TFM Removed:

Removed Meter Serial No.: Removed Register Serial No.: Prev. TFM: ☐ Reading ☐ Estimate

NEW METER INFORMATION

Manufacturer: Model: Multiplier: No. Digits: Initial TFM Reading:

INSTALLED TFM (TFM ONLY) Units: ☐ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft

Meter Serial No.: Register Serial No.: K-Factor (if adjusted):

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 8.000 " Wall Thickness: 0.109 " ID: 7.782 "

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor: Stop Clamp Settings:
1 2 3 4 5 6 7 8 9 10
Front:

Back:

2-Point 2-Point 2-Point 10-Point
Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

Avg. Collins: x GPM factor
Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time (min:sec)	Instantaneous (gpm) (Min. 10)	
Stop:		:		
Start:		0 : 0.00		
Total:		(Dec. Min.)		
		Avg. QI (gpm) (0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: 5.9	Scale Factor: 100
Stop:	1,642.0	15 : 0.00	Test Material: Steel	
Start:	0.0	0 : 0.00	Avg. QT (gpm) (0,000.0)	109.5
Total:	1,642.0	15.00 (Dec. Min.)		

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 109.5 = (to 0.000)
QI =

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

	Time (24:00)	Pumping Level or Discharge Rate (ft)	Discharge Rate (gpm)	Pressure (psi)
1	910		108.00	40.0
2	925		109.00	39.0
3	940		108.00	41.0
4	955		110.00	40.0
5	1010		109.00	40.0

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1	15	64.18	0.2337
2	15	64.45	0.2327
3	15	64.25	0.2335
4	15	64.79	0.2315
5	15	64.41	0.2329
			Pt: 1.0
			Ct: 1.0
			Kh: 21.6

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = 18.11 kW (to 0.00)

PCC = (5433 x PD) ÷ (QT) = 898.6 kWh/af (to 0.0)

Sprinkler End Gun: ☐ On ☐ Off ☒ None

POWER METER INFORMATION (PCC ONLY):

Serial No. TEG022573603 Reading 026183
Power Company YW Multiplier: 1

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules 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 calculate diversions associated with this meter.

Requester Name: Allen Liming

USER CONTACT: Name/Entity: Allen Liming Phone No.:

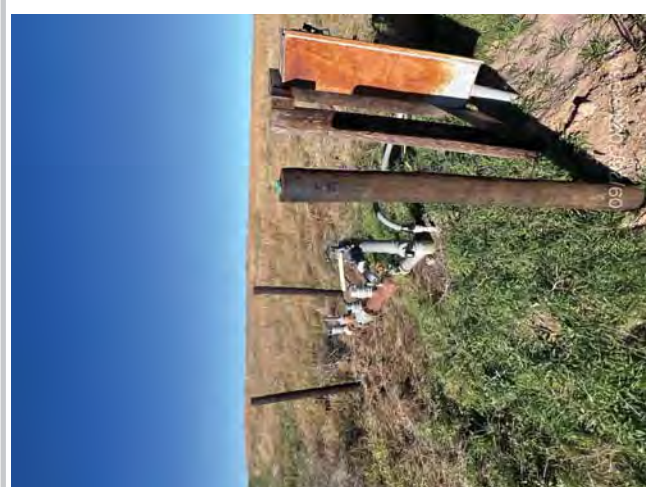
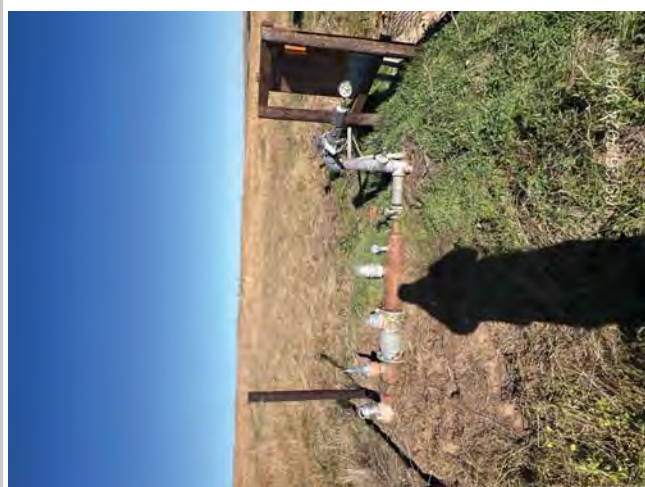
TESTER STATEMENT: I hereby state that I am currently a person approved by the State Engineer to conduct well tests pursuant to the appropriate Rules Governing the Measurement of Ground Water Diversions. I have personally conducted measurement verification (TFM or PCC) of the above-described measurement device as required by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: Devin Ridnour Date of Well Test: 09/26/2024 Test Meter Serial No.: N6F03339T



COLORADO
Division of Water Resources
Department of Natural Resources

COMMENTS:
Tested at the pivot. Pumping some air?



Parcel #2B

Well Permit #104186 (Stock Well)

- Well Log
- Permit Application Form

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 104186

RECEIVED

FEB - 7 1979

WATER RESOURCES
STATE ENGINEER
COLO.THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.WELL OWNER Richard A. Liming N.W. 1/4 of the N.W. 1/4 of Sec. 12ADDRESS Kirk, Colo. 80824 T. 4 S. 47 W. 6th P.M.DATE COMPLETED January 13, 19 79

HOLE DIAMETER

6 3/4 in. from 0 to 165 ft. in. from to ft. in. from to ft.DRILLING METHOD RotaryCASING RECORD: Plain CasingSize 5" & kind PVC from 0 to 135 ft.Size & kind from to ft.Size & kind from to ft.

Perforated Casing

Size 5" & kind PVC from 135 to 165 ft.Size & kind from to ft.Size & kind from to ft.

GROUTING RECORD

Material cementIntervals 0 to 10'Placement Method manualGRAVEL PACK: Size buckshotInterval 10 to 165'

TEST DATA

Date Tested , 19 Static Water Level Prior to Test 86 ft.Type of Test Pump Length of Test Sustained Yield (Metered) Final Pumping Water Level

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	top soil	
1	40	sand & gravel	
40	85	sand & clay	
85	120	sand	
120	135	clay	
135	142	gravel	
142	160	clay & sand	
160	165	shale	
TOTAL DEPTH <u>165'</u>			

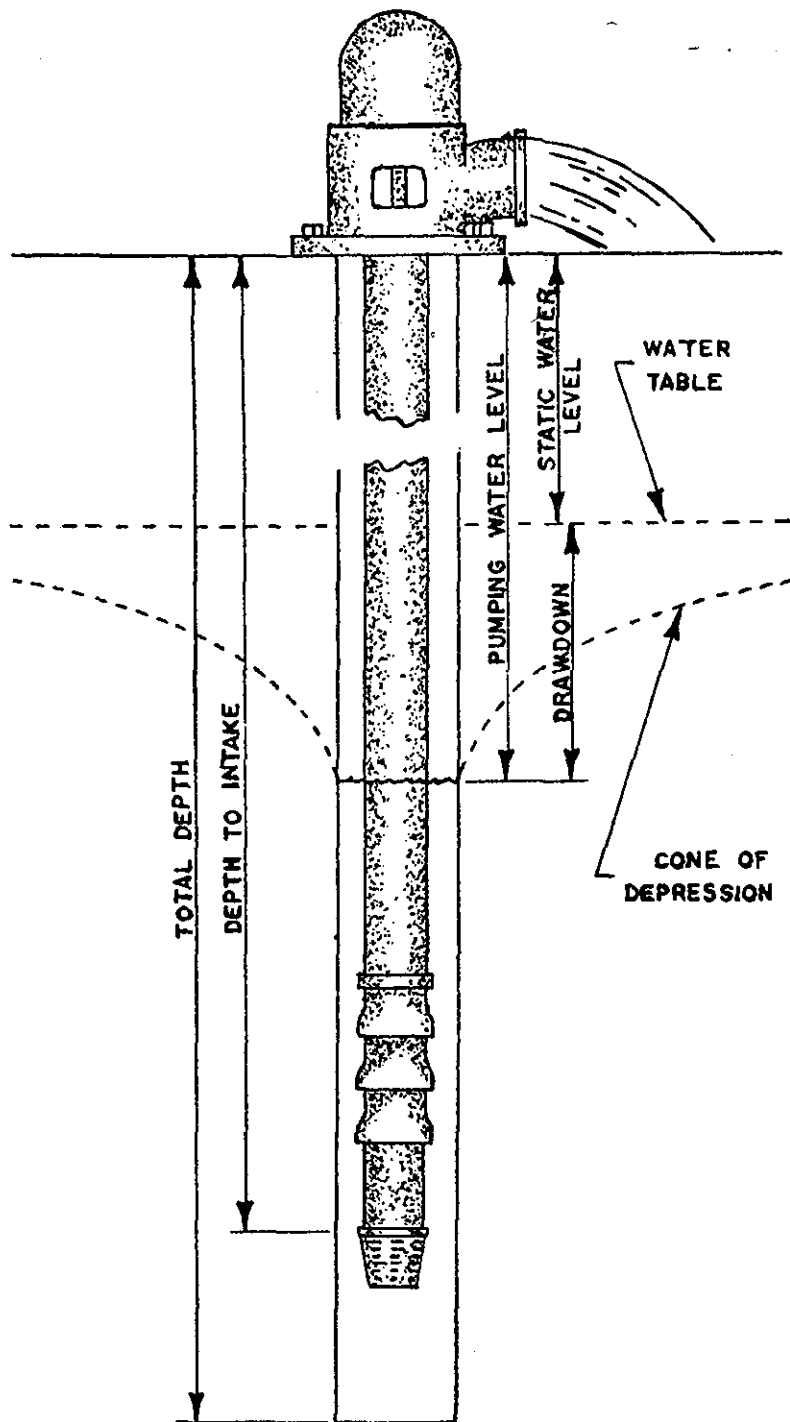
Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make Red Jacket
 Type Sub.
 Powered by elect. HP 3/4
 Pump Serial No. _____
 Motor Serial No. _____
 Date Installed Jan. 13, 1979
 Pump Intake Depth 135'
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

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



CONTRACTORS STATEMENT

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

Signature Paul Klassen License No. 533
 State of Colorado, County of Yuma SS
 Subscribed and sworn to before me this 30 day of Jan, 1979.
 My Commission expires: Nov 30, 1979.
 Notary Public Joyce E. Klassen

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

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

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

(X) A PERMIT TO USE GROUND WATER
(X) A PERMIT TO CONSTRUCT A WELL
FOR: (X) A PERMIT TO INSTALL A PUMP

() REPLACEMENT FOR NO. _____
() OTHER _____
WATER COURT CASE NO. _____

WATER RESOURCES
STATE ENGINEER
CORP.

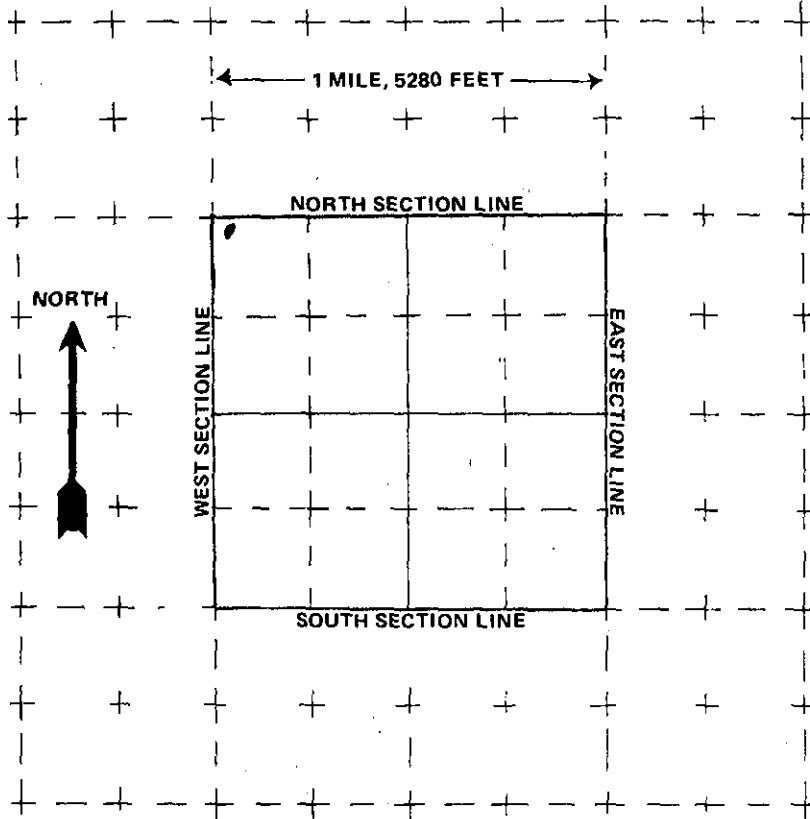
(1) **APPLICANT** - mailing address

NAME Richard A. Loring
STREET _____
CITY KIRK Colo 80824
(State) (Zip)
TELEPHONE NO. 362-4221

(2) LOCATION OF PROPOSED WELL

County YUMA
NW ¼ of the NW ¼, Section 12
 Twp. 4 S, Rng. 47 W, 6TH P.M.
 (N.S) (E.W)

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



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

WATER EQUIVALENTS TABLE (Rounded Figures)

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

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

50 ft. from N sec. line
(north or south)
200 ft. from XW sec. line
(east or west)

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner: _____

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

(8) **PROPOSED CASING PROGRAM**

Plain Casing

5 in. from 0 ft. to 130 ft.
_____ in. from _____ ft. to _____ ft.

Perforated casing

5 in. from 130 ft. to 180 ft.
_____ in. from _____ ft. to _____ ft.

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

N/A

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

Owner(s): Richard A. Liming No. of acres: _____

Legal description: NW 1/4 OF NW 1/4 SEC 12 TWP 45 Range 47W 6TH PM

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

WATERING OF LIVESTOCK

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

Type or right	Used for (purpose)	Description of land on which used
<u>NONE</u>		

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

Richard A. Liming By Samuel Hansen
SIGNATURE OF APPLICANT(S)

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Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND) (☐ Property with No Residences) (☐ Property with Residences-Residential Addendum Attached)

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. _____ (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____.

2.2. No Assignability. This Contract ~~IS NOT~~ assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. _____ (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of _____, Colorado (insert legal description):

known as: _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ Will ☐ Will Not assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

53 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
54 applicable legal instrument.

55 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
56 at Closing (Leased Items):

57
58
59
60
61 Buyer ☐ ~~Will~~ ☐ ~~Will Not~~ assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
62 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
63 receive such approval this Contract terminates.

64
65 ☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
66 of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity
67 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ ~~Will~~ ☐ ~~Will Not~~ assume Seller's obligations under such Solar
68 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party
69 before Closing. If Buyer does not receive such approval this Contract terminates.

70
71 **2.6. Exclusions.** The following items are excluded (Exclusions):

72
73
74
75 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

76 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

77
78
79
80 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

81 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
82 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

83
84
85
86
87
88 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
89 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
90 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
91 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
92 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
93 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

94
95 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

96
97
98
99 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
100 conveyed as part of the Purchase Price as follows:

101
102
103
104 ~~If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of~~
105 ~~the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.~~

106 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water);
107 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by
108 executing the applicable legal instrument at Closing.

109 **2.7.7. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
110 to Buyer on or before the ~~Water Rights Examination Deadline~~.

111 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

112
113
114
115

116 **3. DATES, DEADLINES AND APPLICABILITY.**

117 **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 ☐ 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	\$	\$

4.2. Seller Concession. ~~At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.~~

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a _____, will be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract ~~unless the parties mutually agree 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 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado~~

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, ☐ **Does** ☐ **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.

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 cash 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).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash 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 ~~on~~ 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 specifics 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; or

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 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's 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

319 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
320 Association's community association manager or Association will charge in connection with the Closing including, but not limited
321 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
322 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
323 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
324 7.3.5., collectively, Financial Documents);

325 ~~7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,~~
326 ~~C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction~~
327 ~~Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2:~~
328 ~~(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common~~
329 ~~elements or limited common elements of the Association property.~~

330 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
331 Terminate under § 24.1., on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in
332 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
333 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
334 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
335 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after ~~Closing~~
336 ~~Date~~, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
337 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
338 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

340 8.1. Evidence of Record Title. See Due Diligence Packet

341 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
342 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
343 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
344 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
345 and delivered to Buyer as soon as practicable at or after Closing.

346 ☐ ~~8.1.2. Buyer Selects Title Insurance Company.~~ If this box is checked, Buyer will select the title insurance
347 company to furnish the owner's title insurance policy at Buyer's expense. On or before ~~Record Title Deadline~~, Buyer must furnish to
348 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
349 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

350 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☐ **Will Not** contain Owner's
351 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
352 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
353 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
354 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
355 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
356 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
357 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
358 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
359 § 8.7. (Right to Object to Title, Resolution).

360 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
361 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
362 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
363 Documents).

364 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
365 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
366 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
367 party or parties obligated to pay for the owner's title insurance policy.

368 **8.1.6. Existing Abstracts of Title.** ~~Seller must deliver to Buyer copies of any abstracts of title covering all or any~~
369 ~~portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.~~

370 **8.2. Record Title.** ~~Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the~~
371 ~~Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer's~~
372 ~~objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or~~
373 ~~any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title~~
374 ~~Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment~~
375 ~~that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to~~
376 ~~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~~

377 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
378 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
379 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
380 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
381 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
382 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
383 Documents as satisfactory.

384 **8.3. Off-Record Title.** ~~Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing~~
385 ~~surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without~~
386 ~~limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which~~
387 ~~Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New~~
388 ~~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~~
389 ~~by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of~~
390 ~~Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.~~
391 ~~(Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before Off-~~
392 ~~Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has~~
393 ~~until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives~~
394 ~~Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is~~
395 ~~governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to~~
396 ~~Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record~~
397 ~~Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.~~

398 **8.4. Special Taxing and Metropolitan Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO
399 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
400 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
401 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
402 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
403 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
404 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
405 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
406 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
407 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.

408 **8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing or
409 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
410 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
411 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
412 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
413 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
414 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
415 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
416 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
417 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** ~~If any third party has a right to purchase the Property (e.g., right of first~~
419 ~~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~~
420 ~~right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of~~
421 ~~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~~
422 ~~is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly~~
423 ~~notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred~~
424 ~~on or before Third Party Right to Purchase/Approve Deadline, this Contract will then terminate. Seller will supply to Buyer, in~~
425 ~~writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 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
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 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

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
446 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
447 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
448 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
449 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
450 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
451 **GAS OR WATER.**

452 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
453 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
454 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
455 **RECORDER.**

456 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
457 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
458 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
459 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

460 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
461 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
462 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
463 **AND GAS CONSERVATION COMMISSION.**

464 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the **Mineral Rights Examination Deadline**.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2)
470 ☐ **New Survey** in the form of _____; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: ☐ **Seller** ☐ **Buyer** or:

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479 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
480 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
481 **ILC or New Survey Deadline**.

482 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
483 all those who are to receive the New ILC or New Survey.

484 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
485 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
486 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
487 Seller incurring any cost for the same.

488 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
489 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
490 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

491 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

492 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
493 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

494 **9.3.3. New ILC or New Survey Resolution.** If a ~~New ILC or New Survey Objection~~ is received by Seller, on or
495 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on
496 or before ~~New ILC or New Survey Resolution Deadline~~, this Contract will terminate on expiration of the ~~New ILC or New Survey~~
497 ~~Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
498 termination (i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline~~).

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

500 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
501 **WATER.**

502 **10.1. Seller's Property Disclosure.** On or before ~~Seller's Property Disclosure Deadline~~, Seller agrees to deliver to Buyer
503 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
504 to Seller's actual knowledge and current as of the date of this Contract.

505 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
506 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
507 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
508 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
509 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
510 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

511 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
512 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
513 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
514 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
515 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
516 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
517 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
518 sole subjective discretion, Buyer may:

519 **10.3.1. Inspection Termination.** On or before the ~~Inspection Termination Deadline~~, notify Seller in writing,
520 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
521 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
522 pursuant to § 10.3.2.; or

523 **10.3.2. Inspection Objection.** On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written
524 description of any unsatisfactory condition that Buyer requires Seller to correct.

525 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before ~~Inspection Objection~~
526 ~~Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~,
527 this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Inspection
528 Objection before such termination (i.e., on or before expiration of ~~Inspection Resolution Deadline~~). Nothing in this provision
529 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
530 executing an Earnest Money Release.

531 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
532 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
533 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
534 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
535 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
536 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
537 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
538 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
539 pursuant to an Inspection Resolution.

540 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before ~~Property Insurance Termination~~
541 ~~Deadline~~, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
542 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

543 **10.6. Due Diligence.**

544 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
545 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before ~~Due Diligence Documents Delivery~~
546 ~~Deadline~~:

547 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
548 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
549 are as follows (Leases):

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10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past _____ years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

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

10.6.2.4. Automatic Due Diligence Extension. ~~If a Due Diligence Document is not delivered on or 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 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.~~

10.6.3. Zoning. ~~Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.~~

10.6.4. Due Diligence—Environmental. ~~Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ Seller ☐ Buyer will order or provide a current Phase I Environmental 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 (Environmental Inspection).~~

~~If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental 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 **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.~~

~~Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the 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 subjective discretion.~~

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 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.~~

~~Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory 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 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 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 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). ~~Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**~~

10.9. Existing Leases; Modification of Existing Leases; New Leases. ~~Seller states that none of the Leases to be assigned 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 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

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;~~

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 11.2. ~~Seller Estoppel Statement.~~ In the event Seller does not receive from all tenants of the Property a completed signed
671 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
672 required in §11.1. above and deliver the same to Buyer on or before ~~Estoppel Statements Deadline~~.

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).

695 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
696 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 ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
698 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
699 sufficient special warranty deed to Buyer, at Closing.

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.

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 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
705 at or before Closing by Seller from the proceeds of this transaction or 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**.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by 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 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ~~is~~ a foreign 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 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds 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 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet

16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation; ☐ Other _____;

16.1.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1. As stated in Liming Trust Land Auction Due Diligence Packet Printed: November 12, 2025

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

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

777

GENERAL PROVISIONS

778 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
779 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
780 existing as of the date of this Contract, ordinary wear and tear excepted.

781 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
782 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
783 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
784 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
785 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
786 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
787 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
788 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
789 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
790 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
791 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
792 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
793 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

794 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
795 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
796 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
797 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
798 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
799 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
800 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
801 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
802 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
803 Closing.

804 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
805 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
806 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
807 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
808 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
809 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

810 **18.4. Walk-Through and Verification of Condition.** ~~Buyer, upon reasonable notice, has the right to walk through the~~
811 ~~Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.~~

812 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
813 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
814 the growing crops.

815 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
816 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
817 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
818 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
819 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
820 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
821 be complied with.

822
823 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
824 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
825 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
826 has the following remedies:

827 **20.1. If Buyer is in Default:**

828 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
829 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

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

832 ~~**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may~~
833 ~~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~~
834 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~
835 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~
836 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

837 **20.2. If Seller is in Default:**

838 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
839 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
840 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
841 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
842 or damages, or both.

843 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
844 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
845 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
846 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
847 Contract are reserved and survive Closing.

848 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
849 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
850 reasonable costs and expenses, including attorney fees, legal fees and expenses.

851 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
852 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
853 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
854 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
855 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
856 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
857 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
858 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
859 Section will not alter any date in this Contract, unless otherwise agreed.

860 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
861 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
862 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
863 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
864 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
865 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
866 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
867 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
868 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
869 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
870 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

871 **24. TERMINATION.**

872 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
873 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
874 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
875 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
876 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
877 in the Contract is ineffective and does not terminate this Contract.

878 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
879 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

880 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
881 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
882 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
883 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or

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

886 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

887 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
888 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
889 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
890 must be received by the party, not Broker or Brokerage Firm).

891 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
892 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
893 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
894 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

895 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
896 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
897 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

898 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
899 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
900 located in Colorado.

901 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
902 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
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.

906 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
907 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
908 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
909 **Diligence and Source of Water.**

910 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
911 follows:

912 ☐ **29.1.** _____% of the Purchase Price or \$_____ by Seller. ~~Buyer's brokerage firm is an intended third party~~
913 ~~beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is~~
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
916 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

917 ☐ **29.3.** _____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
918 Seller's brokerage firm.

919

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

934
935
936
937
938
939 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

940
941
942

943

944

SIGNATURES

945

Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Date
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Buyer's Signature Date
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

946 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: _____ Seller's Name: _____

Seller's Signature Date
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Signature Date
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

947

948

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.:

Fax No.:

Email Address:

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Liming Trust Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held December 2, 2025 and in accordance with the terms and conditions of this Specific Performance Contract, the Liming Trust Land Auction Due Diligence Packet Printed November 12, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, 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 taped oral statements 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 at the Auction 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.

Brokerage Disclosure

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:

☐ **Customer.** Broker is the ☐ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

☐ **Customer for Broker's Listings – Transaction Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

☐ **Transaction Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS BROKERAGE DISCLOSURE TO BUYER IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm: _____

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

Seller's Property Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19L-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

SELLER'S PROPERTY DISCLOSURE (LAND)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact** affecting the Property or occupant **may result in legal liability**. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section N. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: October 10, 2025

Property: 10233 Co Rd 10, Kirk, CO

Seller: Liming Trust

Year Seller Acquired Property: _____

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. FLOODING, DRAINAGE, RETENTION PONDS AND WATER SUPPLY

A.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage		
2			
3			
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds		
5			

B.	WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input checked="" type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.

II. GENERAL

C.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	City, or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Other legal action		
8	Any part of the Property leased to others (written or oral)		
9	Archeological or historical designation on the Property		
10	Threatened or Endangered species on the Property		
11	Grandfathered conditions or uses		
12			
13			

D.	ACCESS & PARKING If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways through the Property used by others		
3	Public highway or county road bordering the Property	<input checked="" type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes, or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

E.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		

6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		
8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Other environmental problems, issues or concerns		
15	Odors		
16			
17			

F.	COMMON INTEREST COMMUNITY— ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association		
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
	COMMON INTEREST COMMUNITY— ASSOCIATION PROPERTY If you know of any of the following EVER EXISTING , check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
5			
6			
	COMMON INTEREST COMMUNITY— ASSOCIATION PROPERTY—Other Information: Name of the Owners' Associations governing the Property:		Contact Information:
7	Owners' Association #1: _____		
8	Owners' Association #2: _____		
9	Owners' Association #3: _____		
10	Owners' Association #4: _____		

G.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property		
2	Any property insurance claim submitted (whether paid or not)	✓	House Hail
3	Government special improvements approved, but not yet installed, that may become a lien against the Property		
4	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
5	Signs: Government or private restriction problems		
6	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
7			
8			
	GENERAL – Other Information:		
9			

III. LAND – AGRICULTURAL

H.	CROPS, LIVESTOCK & LEASES If you know of any of the following conditions NOW EXISTING , check the "Yes" column:	Yes	Comments
1	Crops being grown on the Property		
2	Seller owns all crops		
3	Livestock on the Property	✓	Cattle
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other _____		
5			
6			

I.	NOXIOUS WEEDS If you know of any of the following conditions NOW EXISTING , check the "Yes" column:	Yes	Comments
1	Have any noxious weeds on the Property been identified?		
2	Have there been any weed enforcement actions on the Property?		
3	Has a noxious weed management plan for the Property been entered into?		
4	Have noxious weed management actions been implemented?		
5	Have herbicides been applied?	✓	Farm land
6			
7			

The Colorado Noxious Weed Management Act (C.R.S. §§ 35-5.5-101-119) enables county and city governments to implement noxious weeds management programs to reclaim infested acres and protect weed-free land. For a directory of county weed supervisors, call 303-239-4173 or visit www.colorado.gov/ag/weeds.

J.	OTHER DISCLOSURES – LAND – CONSERVATION If you know of any of the following conditions NOW EXISTING , check the "Yes" column:	Yes	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.	✓	CRP
2	Conservation easement		
3			
4			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on **Seller's CURRENT ACTUAL KNOWLEDGE**.

Robert L. Leming Trustee 10-20-25 Russell L. Leming Trustee 10-20-25
 Seller Date Seller Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- the physical condition of the Property;
- the presence of mold or other biological hazards;
- the presence of rodents, insects, and vermin including termites;
- the legal use of the Property, including zoning and legal access to the Property;
- the availability and source of water, sewer, and utilities;
- the environmental and geological condition of the Property;
- the presence of noxious weeds; and
- any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.

6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer receipts for a copy of this SPD.

Buyer

Date

Buyer

Date

Sample Bidder Card

101

Retain This Registration Bid!



970-522-7770 • 1-800-748-2589

535 E Chestnut Street, Suite 100, Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Liming Trust Land Auction Due Diligence Packet Printed: November 12, 2025.

X _____

No. 101

©

Title Commitments

- ◆ Parcel #1A
- ◆ Parcel #1B
- ◆ Parcel #2A
- ◆ Parcel #2B
- ◆ Parcels #3A & #3B
- ◆ Parcel #3C
- ◆ Parcel #4A
- ◆ Parcel #4B



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Comm

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21302
Issuing Office File Number: 21302
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 13, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$9.00
TOTAL	\$524.00

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

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File No. 21302

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 2: NE $\frac{1}{4}$;

EXCEPT a tract conveyed to Yuma County in Book 291 at Page 456, Yuma County, Colorado records;

SUBJECT TO County Road 36 along the North side and County Road M along the East side of said Section 2;

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

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File No. 21302

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21302

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 71 at Page 35, Yuma County, Colorado records.
11. A right of way 10 feet in width lying from 30 to 40 feet South of the Northline of the NE¼ Section 2, Township 5 South, Range 47 West of the 6th P.M., as granted to Yuma County in instrument dated August 1, 1931, recorded August 8, 1931 in Book 215 at Page 106, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21302

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Right of Way, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through a strip 25 feet wide running parallel and adjacent to the county road right of way along the North property line of the NE¼ Section 2, Township 5 South, Range 47 West of the 6th P.M., and along the East property line, as granted to Plateau Natural Gas Company in instrument dated January 19, 1968, recorded February 16, 1968 in Book 446 at Page 500, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of US Highway 36 and County Road M.
15. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the NE¼ Section 2, Township 5 South, Range 47 West of the 6th P.M., for a term of 60 years granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584944, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21302

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21309
Issuing Office File Number: 21309
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 14, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$16.00
TOTAL	\$531.00

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

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File No. 21309

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 13: NW¼;

EXCEPT a tract of land beginning at a point from which point the Northeast Corner of the NW¼ Section 13, Township 5 South, Range 47 West of the 6th P.M. bears North 45°00' East 490 feet; thence Northwesterly 530 feet to a point on the North side of NW¼ Section 13 which is 750 feet West of the Northeast Corner of said NW¼ Section 13;
thence East 750 feet along the North side of said NW¼ Section 13 to the Northeast Corner of said NW¼ Section 13;
thence South 750 feet along the East side of said NW¼ Section 13;
thence Northwesterly 530 feet to the point of beginning, as conveyed to Russell L. Liming and Belinda S. Liming in Warranty Deed dated April 22, 1985, recorded April 29, 1985, Yuma County, Colorado records;

SUBJECT TO County Road 4 along the North side and County Road M along the West side of said Section 13;

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File No. 21309

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21309

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 78 at Page 173, Yuma County, Colorado records.

(continued on next page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21309

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through a strip of land 25 feet wide running parallel and adjacent to the county road right-of-way along the North property line of the NW¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., and also with the right of ingress and egress at convenient points for such purposes, as granted Plateau Natural Gas Company in instrument dated January 22, 1968, recorded February 16, 1968 in Book 446 at Page 511, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Right of Way Easement, whether in fee or easement only, to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers and associated equipment as grantee may from time to time require upon, over, under and across the West 16.5 feet of the NW¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., lying parallel and adjacent to the Easterly right-of-way line of a county road as it now exists, together with the right of ingress and egress over and across the land of grantor to and from said property, as granted to Plains Cooperative Telephone Association, Inc. in instrument dated October 6, 1973 recorded May 31, 1973 in Book 479 at Page 399, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 4 and County Road M.
15. Right of Way Agreement, whether in fee or easement only, for the purpose of laying, constructing, maintaining operating, patrolling, repairing, replacing and removing a single pipeline for the transportation of gas, or any other liquid or substances associated with natural gas. across the NW¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., as granted to Cheyenne Plains Gas Pipeline Company in instrument dated July 26, 2003, recorded August 12, 2003 as Reception #513503, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the NW¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company, in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584946, Yuma County, Colorado records.
17. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21309

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Comm

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21303
Issuing Office File Number: 21303
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 13, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$30.00
COPIES	\$6.00
TOTAL	\$536.00

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File No. 21303

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 4 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 11: S½NW¼, SW¼;

SUBJECT TO County Road M along the East
and County Road 10 along the South side of
said Section 11;

SECTION 14: W½NE¼;

SUBJECT TO County Road 10 along the South
and County Road L.5 along the West side of said
said Section 14;

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File No. 21303

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21303

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 26 at Page 101 and Book 142 at Page 375, Yuma County, Colorado records.
11. The right to enter upon the SW¼ Section 11, Township 4 South, Range 47 West of the 6th P.M., and to construct, operate and maintain an electric transmission or distribution line or system, as granted to Y-W Electric Association, Inc. in Right-of-Way Easement dated April 14, 1950, recorded June 9, 1950 in Book 317 at Page 521, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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File No. 21303

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the public in and to the use of County Road 10, County Road L.5, and County Road M.
14. Contract and Grant of Easement, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wire, guys, supports, fixtures, and devises, used or useful in the operation of said line, through, over and across the SW¼ Section 11, Township 4 South, Range 47 West of the 6th P.M., including the right to enter upon said premises, survey, construct, operate, control, and use said transmission line and to remove objects interfering therewith, as granted to Y-W Electric Association, Inc. in instrument dated June 3, 1977, recorded June 7, 1977 in Book 514 at Page 611, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21303

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21304
Issuing Office File Number: 21304
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 13, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

Proposed Insured:

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$30.00
COPIES	\$32.00
TOTAL	\$562.00

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

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File No. 21304

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 4 SOUTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 18: Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ (sometimes described as the NW $\frac{1}{4}$);

SUBJECT TO County Road 10 along the North side of said Section 18;

TOWNSHIP 4 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 11: S $\frac{1}{2}$ NE $\frac{1}{4}$;

SUBJECT TO County Road M along the East side of said Section 11;

SECTION 12: All;

SUBJECT TO County Road 10 along the South side and County Road M along the West side of said Section 12;

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

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File No. 21304

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21304

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals constructed by authority of the United States of America as reserved in Patents recorded in Book 50A at Pages 52 and 386; Book 71 at Pages 10 and 556, and in Book 142 at Page 375, Yuma County, Colorado records.

(continued on next page)

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File No. 21304

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided $\frac{1}{2}$ of all oil, gas and other minerals and mineral rights in, upon and under the W $\frac{1}{2}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., as reserved by The Federal Land Bank of Wichita in Warranty Deed dated October 18, 1945, recorded December 4, 1945 in Book 291 at Page 47, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Right of Way Easement, whether in fee or easement only, to construct, operate and maintain on the SW $\frac{1}{4}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., an electric transmission or distribution line or system, as granted to Y-W Electric Association, Inc. in instrument dated April 18, 1950, recorded June 9, 1950 in Book 317 at Page 508, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Right of Way Easement, whether in fee or easement only, to construct, operate and maintain on the SE $\frac{1}{4}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., an electric transmission or distribution line or system, as granted to Y-W Electric Association, Inc. in instrument dated June 8, 1950, recorded June 13, 1950 in Book 318 at Page 17, Yuma County, Colorado records, and any assignment thereof or interest therein.
14. All oil, gas and other minerals in and under, and that may be produced from the W $\frac{1}{2}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., together with right of ingress and egress for the purpose of exploration, mining, development and removal of such oil, gas and other minerals, as reserved by C. C. Jarrett and Ida Alta Jarrett in instrument dated March 8, 1955, recorded March 11, 1955 in Book 349 at Page 422, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. A perpetual right of way of ingress and egress, whether in fee or easement only, along a strip 30 feet in width along the West side of the W $\frac{1}{2}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., as granted to Dean V. Thompson, William B. Thompson, Donald M. Thompson and Evelyn Louise Idler in instrument dated December 14, 1973, recorded January 21, 1974 in Book 484 at Page 85, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. An undivided $\frac{1}{2}$ of $\frac{1}{8}$ royalty interest in and to all $\frac{8}{8}$ of such oil, gas and other minerals in, on and under, and that may be produced and saved from the NW $\frac{1}{4}$ Section 18, Township 4 South, Range 46 West of the 6th P.M., and E $\frac{1}{2}$ Section 12, Township 4 South, Range 47 West of the 6th P.M., for a term of 25 years from February 23, 1975 and as long thereafter as such minerals continue to be produced in paying quantities, as reserved by Lois B. Spellman, Eldon T. Spellman, Ray R. Richards, Violet Richards, William C. Richards, Geraldine A. Richards, Paul Richards, Leah Richards, Lillie F. Thompson, Dean V. Thompson, Edward B. Richards and Loretta Richards in Warranty Deed dated February 23, 1975, recorded June 12, 1975 in Book 495 at Page 345, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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File No. 21304

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

17. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
18. Rights of the Public in and to the use of County Road 10 and County Road M.
19. Easement, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said lines, through, over and across the SW¼ Section 12, Township 4 South, Range 47 West of the 6th P.M., as granted to Y-W Electric Association, Inc. in instrument dated June 3, 1977, recorded June 7, 1977 in Book 514 at Page 610, Yuma County, Colorado records, and any assignment thereof or interest therein.
20. Easement, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said lines, through, over and across the SE¼ Section 12, Township 4 South, Range 47 West of the 6th P.M., as granted to Y-W Electric Association, Inc. in instrument dated June 3, 1977, recorded June 7, 1977 in Book 514 at Page 612, Yuma County, Colorado records, and any assignment thereof or interest therein.
21. Easement, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operating of said line, through, over and across the S½SE¼ Section 12, Township 4 South, Range 47 West of the 6th P.M., as granted to Y-W Electric Association, Inc. in instrument dated December 7, 1982, recorded January 6, 1983 in Book 595 at Page 98, Yuma County, Colorado records, and any assignment thereof or interest therein.
22. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the All Section 12 and the S½N½ Section 11, Township 4 South, Range 47 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584940, Yuma County, Colorado records.
23. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the NW¼ Section 18, Township 4 South, Range 46 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584943, Yuma County, Colorado records.
24. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

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File No. 21304

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitmen

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21305
Issuing Office File Number: 21305
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 09, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$16.00
TOTAL	\$531.00

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File No. 21305

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 7: Lots 3, 4, 5, and 6 (sometimes described as the NW $\frac{1}{4}$);
Lots 11, 12, 13, and 14 (sometimes described as the SW $\frac{1}{4}$);
Lots 10 and 15 (sometimes described as the W $\frac{1}{2}$ SE $\frac{1}{4}$);

SUBJECT TO County Road 4 along the North side and
County Road N along the West side of said Section 7;

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File No. 21305

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21305

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 50A at Page 447 and Book 71 at Pages 161 and 361, Yuma County, Colorado records.

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File No. 21305

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided interest in and to all oil, gas, and other minerals and in and to all oil, gas and mineral rights, in, upon, and under Lots 3, 4, 5, 6, 10, 11, 12, 13, 14, and 15 (sometimes described as the W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$) Section 7, Township 5 South, Range 46 West of the 6th P.M., and to all royalties, rentals and bonuses, arising therefrom, with the right of ingress and egress, to and from said lands, and to use so much of the surface thereof as may be reasonable for the purpose of exploring, drilling, mining, extracting, and removing the oil, gas and other minerals, as reserved by Roscoe K. Hutton in Warranty Deed dated August 19, 1952, recorded August 21, 1952 in Book 334 at Page 71, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided $\frac{1}{4}$ interest in and to the oil, gas and other minerals and mineral rights, and in and to all oil, gas and mineral rights, whether metallic or non-metallic, in, upon and under Lots 10, 11, 12, 13, 14, 15 (sometimes described as the SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$) Section 7, Township 5 South, Range 46 West of the 6th P.M., in and to all of the royalties, rentals and bonuses arising therefrom, with the right of ingress and egress for the purpose of exploring for, drilling, mining, extracting and removing such minerals, as reserved by Charles L. Brenner, Harvey Brenner, and Raymond C. Brenner in Warranty Deed dated January 20, 1953, recorded January 24, 1953 in Book 382 at Page 434, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Right of Way Agreement, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through a strip of land 25' wide running parallel and adjacent to County Road right of way along the South property line of the SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 7, Township 5 South, Range 46 West of the 6th P.M., with the right of ingress and egress for purpose of the same, as granted to Plateau Natural Gas Company in instrument dated April 10, 1970, recorded June 17, 1970 in Book 463 at Page 1, Yuma County, Colorado records, and any assignment thereof or interest therein.
14. Right of Way Easement, whether in fee or easement only, to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers and associated equipment as grantee may from time to time require upon, over, under and across the West 16.5 feet of the SW $\frac{1}{4}$ Section 7, Township 5 South, Range 46 West of the 6th P.M., lying parallel and adjacent to the right-of-way line of a county road as it now exists, together with the right of ingress and egress over and across the land of grantor to and from said property, as granted to Plains Cooperative Telephone Association, Inc. in instrument dated March 22, 1973, recorded May 31, 1973 in Book 479 at Page 339, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
16. Rights of the Public in and to the use of County Road 4 and County Road N.

(continued on next page)

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File No. 21305

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

17. An undivided one-half ($\frac{1}{2}$) in and to oil, gas and other mineral and mineral rights, whether metallic or non-metallic, in, on, or under the $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$ Section 7, Township 5 South, Range 46 West of the 6th P.M., along with the right of ingress and egress for the purpose of exploring for, operating and removing such minerals, as reserved by N.G. Craig, aka Newton G. Craig and Bessie I. Craig in Warranty Deed dated February 17, 1981, recorded February 17, 1981 in Book 565 at Page 127, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Memorandum of Easement for Wind Energy, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering Lots 3, 4, 5, and 6 (sometimes described as the $NW\frac{1}{4}$), Lots 11, 12, 13, and 14 (sometimes described as the $SW\frac{1}{4}$), and Lots 10 and 15 (sometimes described as the $W\frac{1}{2}SE\frac{1}{4}$) Section 7, Township 5 South, Range 46 West of the 6th P.M., as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584948, Yuma County, Colorado records.
19. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided $\frac{1}{2}$ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided $\frac{1}{2}$ interest, Sellers.

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File No. 21305

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitme

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21306
Issuing Office File Number: 21306
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 13, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$10.00
TOTAL	\$525.00

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File No. 21306

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 13: NE $\frac{1}{4}$;

EXCEPT a tract to be surveyed;

SUBJECT TO County Road 4 along the North side and
County Road N along the East side of said Section 13;

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File No. 21306

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21306

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 78 at Page 34, Yuma County, Colorado records.

(continued on next page)

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File No. 21306

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas through a strip of land 25 feet in width running parallel and adjacent to the county road right of way along the North property line of the NE¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., together with the right of ingress to and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges, as granted to Plateau Natural Gas Company as set forth in instrument dated January 19, 1968, recorded February 16, 1968 in Book 446 at Page 485, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road 4 and County Road N.
14. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the NE¼ Section 13, Township 5 South, Range 47 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584942, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21306

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21307
Issuing Office File Number: 21307
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 14, 2025 at 8:00 A.M.

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$21.00
TOTAL	\$536.00

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File No. 21307

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 29: SE $\frac{1}{4}$;

EXCEPT a tract in the SE $\frac{1}{4}$ described as follows:
Beginning at the Southeast corner of said SE $\frac{1}{4}$;
thence along the East line of said SE $\frac{1}{4}$, N 00°00'00" E 626 feet;
thence S 89°26'27" W 462 feet;
thence S 01°14'40" W 582 feet;
thence along the South line of said SE $\frac{1}{4}$, S 88°07'53" E 474 feet
to the point of beginning, as conveyed to Kevin Lynn Rehor and
Maranda Sue Rehor in Warranty Deed dated June 16, 1998,
recorded June 17, 1998 as Reception #490616, Yuma County,
Colorado records;

SUBJECT TO County Road Q along the North side and County
Road 1 along the South side of said Section 13;

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File No. 21307

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21307

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 50A at Page 461, Yuma County, Colorado records.

(continued on next page)

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File No. 21307

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2

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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way Agreement, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline, for the transportation of gas through a strip of land 25 feet in width running parallel and adjacent to the county road right of way along the East property line of the SE¼ Section 29, Township 5 South, Range 46 West of the 6th P.M., together with the right of ingress and egress at convenient points for such purposes, as granted to Plateau Natural Gas Company in instrument dated January 23, 1968, recorded February 16, 1968 in Book 446 at Page 497, Yuma County, Colorado records.
12. Right of Way Easement, whether in fee or easement only, to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers and associated equipment as grantee may from time to time require upon, over, under and across the South 16.5 feet of the SE¼ Section 29, Township 5 South, Range 46 West of the 6th P.M., lying parallel and adjacent to the Northerly right of way line of a county road as it now exists, together with the right of ingress and egress over and across the land of grantor to and from said property, as granted to Plains Cooperative Telephone Association, Inc. in instrument dated February 23, 1973 recorded May 31, 1973 in Book 479 at Page 400, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 1 and County Road Q.
15. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the SE¼ Section 29, Township 5 South, Range 46 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584947, Yuma County, Colorado records.
16. Terms and conditions as set forth in Dry-Up and Non-Diversion Covenant to CREP Contract with Republican River Water Conservation District Water Activity Enterprise/Quitclaim and Assignment between the Richard A. Liming Trust No. 1 and the Mary P. Liming Trust No. 1, Grantor, and the Republican River Water Conservation District, acting through its Water Activity Enterprise, Grantee, dated January 4, 2023, recorded January 10, 2023 as Reception #00586394 and re-recorded January 17, 2023 as Reception #00586433, Yuma County, Colorado records, and any assignment thereof or interest therein.
17. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

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File No. 21307

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21308
Issuing Office File Number: 21308
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 14, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and
the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$20.00
TOTAL	\$535.00

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

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File No. 21308

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 SOUTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 32: Lots 1, 2, 7, and 8 (sometimes described as the NE¼);

SUBJECT TO County Road Q along the East side and
County Road 1 along the South side of said Section 32;

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21308

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 50A at Page 79, Yuma County, Colorado records.

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File No. 21308

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2

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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way, whether in fee or easement only, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas through a strip of land 25 feet wide running parallel and adjacent to the county road right of way along the East property line of the NE¼ Section 32, Township 5 South, Range 46 West of the 6th P.M., as granted to Plateau Natural Gas Company in instrument dated January 23, 1968, recorded February 16, 1968, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road 1 and County Road Q.
14. Memorandum of Easement for Wind Energy Development, whether in fee or easement only, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities covering the NE¼ Section 32, Township 5 South, Range 46 West of the 6th P.M., for a term of 60 years, as granted to ENGIE IR Holdings, LLC, a Delaware limited liability company in instrument dated June 8, 2022, recorded June 16, 2022 as Reception #00584945, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Terms and conditions as set forth in Dry-Up and Non-Diversion Covenant to CREP Contract with Republican River Water Conservation District Water Activity Enterprise/Quitclaim and Assignment between the Richard A. Liming Trust No. 1 and the Mary P. Liming Trust No. 1, Grantor, and the Republican River Water Conservation District, acting through its Water Activity Enterprise, Grantee, dated January 4, 2023, recorded January 10, 2023 as Reception #00586394 and re-recorded January 17, 2023 as Reception #00586433, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and the Richard A. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest and the Mary P. Liming Trust No. 1 dated January 1, 1994, as to an undivided ½ interest, Sellers.

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File No. 21308

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2





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535 E Chestnut | PO Box 407
Sterling, CO 80751
970.522.7770
reckagri.com