

# GRAFF'S TURF LAND AUCTION

June 20, 2024

LIVE  
Auction

DUE DILIGENCE PACKET



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**DUE DILIGENCE PACKET  
GRAFF'S TURF  
LAND AUCTION  
JUNE 20, 2024  
REVISED & PRINTED: June 17, 2024**



# GRAFF'S TURF LAND AUCTION

Morgan County, Colorado

TO BE SOLD AT

## MULTI PARCEL AUCTION with RESERVE

ON

Thursday, June 20, 2024

10:30 AM, MT

The Block, 19592 E 8th Avenue

Fort Morgan, Colorado

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



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# Terms & Conditions

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

**AUCTION PROCEDURE:** The "GRAFF'S TURF LAND AUCTION" is a land auction with RESERVE. The property to be offered as a "MULTI PARCEL" Auction in the sale order as stated within the brochure. 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 enter into a contract for the amount of the bid. Required earnest money deposit is 15% of the purchase price for Parcels #1A, #1B, #2, Combo, or Units and 5% for the purchase price of Parcels #3 & #4. Purchase contract will not be contingent upon financing.

**CLOSING:** Closing is on or before July 26, 2024. Closing to be conducted by Northern Colorado Title Services and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Warranty Deed. 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).

**POSSESSION:** Possession of property is as follows:

Parcels #1A, #1B, & #2: Possession of land with row crop is subject to terms of cash rent lease. Seller reserves possession of land with sod and the right to irrigate, maintain and harvest said sod until September 1, 2024.

Parcels #1B & #4: Seller also reserves possession of shops, buildings, & homes until September 15, 2024.

Parcel #3: Seller reserves possession of the property including the buildings and office until September 15, 2024. Seller reserves the right to conduct an equipment auction until September 15, 2024.

**CROP LEASE PAYMENT:** Seller to convey 50% of cash rent for land where row crop is planted.

**SOD:** Purchase price does not include the sod located on the property. Buyer(s) shall have the right to purchase the sod from Seller and pay Seller at closing for sod. Inventory and price for sod is available upon request. If sod is not purchased by Buyer(s), Seller to spray with Roundup and kill said sod before September 1, 2024.

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

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

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

**WATER RIGHTS & EQUIPMENT:** Seller to convey all water rights and equipment. Water rights and the irrigation equipment are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or delivery of ditch water and stream flows, and pumping rates/adequacy of wells. Irrigation assessments for the 2024 growing

season to be paid by Seller. Seller to convey their Bijou Irrigation Company shares; Layton Lateral Company shares; Bijou Irrigation District acres; Irrigation Well Permits #6545-F-R, #1252-R, #3060-F, & #14618; and their rights to the Bijou Irrigation Augmentation Plan. Seller to also convey all irrigation motors, pumps, pivots, and booster/pond pumps and motors.

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Surveys and subdivision exemptions to be completed for Parcels #3 and #4 and surveys for part of Parcel #1A and part of Parcel #1B. Seller to provide and pay for said surveys and apply for subdivision exemptions. Seller & Buyer(s) agree that closing may be extended up to 45 days if necessary to complete said surveys and/or exemptions.

**ACREAGES:** All stated acreages are approximate and are obtained from the FSA office and/or county tax records. No warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreages.

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

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

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

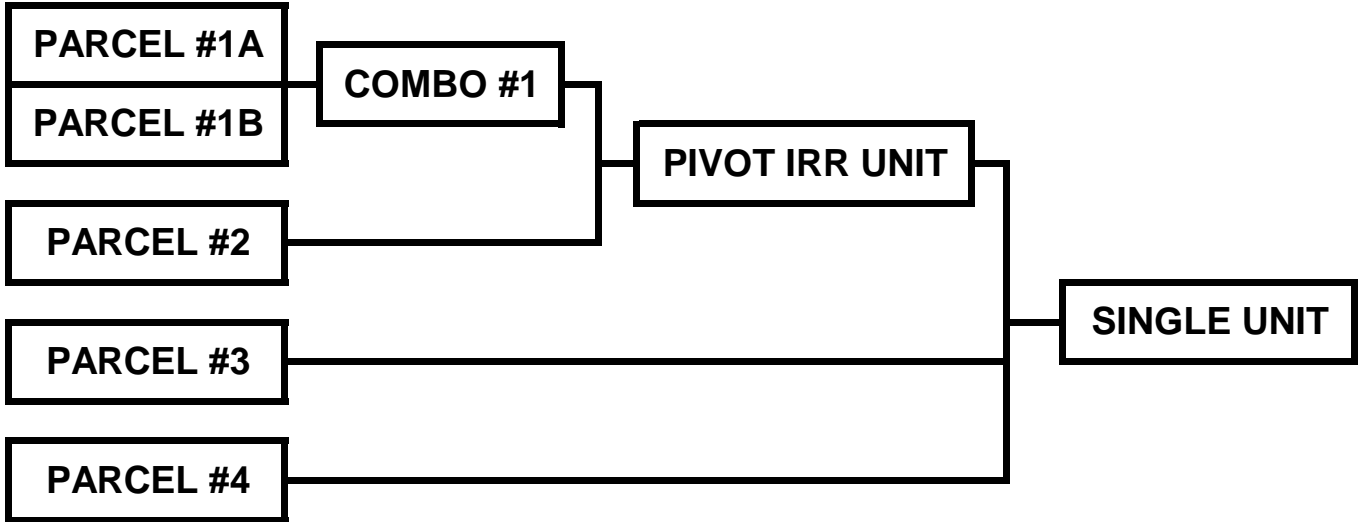
**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the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

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# Auction Bracket & Sale Order

## GRAFF'S TURF LAND AUCTION



SALE ORDER
PARCEL #1A
PARCEL #1B
COMBO #1
PARCEL #2
PIVOT IRRIGATED UNIT
PARCEL #3
PARCEL #4
SINGLE UNIT

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# Location Map



**Parcel  
#1A**

**Parcel Map**



**Comments:**

52.0± acres is currently cash rented and planted to corn. Buyer(s) to receive 50% of cash rent payment. Lease available upon request. 72.3± acres planted to sod. **If Parcel #1A & #1B sell separately, a 20' road access will be shared as shown on the above map between the 2 pivots.**

# Parcel Information

**Parcel  
#1A**

## Legal Description:

Part of the S1/2 of Section 3, part of the NW1/4 of Section 10, Township 3 North, Range 59 West of the 6th PM, Morgan County, CO.

See Pages 68-79 for preliminary title commitment. If Parcel #1A sells separately, a survey will be completed to create a metes and bounds legal description. Upon completion of the survey, the title commitment will be amended to reflect the new legal description. See separate document at [reckagri.com](http://reckagri.com) for title exceptions.

## Acreage:

124.3± Ac Pivot Irrigated
28.0± Ac Roads/Corners
<hr/>
<b>152.3± TOTAL</b>

## Land Tenure:

Soils consists primarily of Class II with areas of Class III. See Soils Map on Page 22.

## Taxes:

Estimated 2023 real estate taxes paid in 2024 were: \$888.20

## FSA Information:

FSA bases: 21.6 ac corn w/162 bu PLC yield, 8.16 ac wheat w/ 51 bu PLC yield.

## Irrigation Water & Equipment:

Irrigation Well Permit #1252-R Page 25, adjudicated in Water Court Case #2704-B-80 shown on Pages 32-33. Permit #1252-R is cross adjudicated with Well Permit #6545-F which is located and used for the west pivot on Parcel #1B. Said decree allows for 283 acres to be irrigated with both wells. Equipment includes a 7-tower 2007 Valley pivot w/poly lined pipe, 3-tower 1995 Valley pivot w/poly lined pipe, 60 HP US Electric motor and pump, Peerless booster pump w/10 HP US Electric motor.

See Page 26 for copy of well log. Irrigation well is included within the Bijou Irrigation Company Augmentation plan. See Page 80 for consumptive use and cost of augmentation. Augmentation cost is \$20/acre foot.

30.88 Bijou Irrigation District Acres: Assessments - \$1,438.39; 24.0 Bijou Irrigation Company Shares: Assessments - \$1,232.16

Bijou Irrigation water is pumped via 30 HP electric motor, pump, and pipeline from the holding pond on Parcel #1B. If #1A and #1B sell separately, use of pipeline to be discontinued. A lift pump is situated on the Bijou Canal in the NW corner of the property. Currently non-operational. This location would be the access for the Bijou Irrigation water. See Page 107 for copy of the pipeline map.



**Parcel #1B**

**Parcel Map**



**Comments:**

West pivot is 66.3± acres sod; East pivot is 36.0± acres currently cash rented and planted to corn, 89.1± acres is planted to sod. Buyer to receive 50% of cash rent payment. Lease available upon request. **If Parcel #1A & #1B sell separately, a 20' road access will be shared as shown on the above map between the 2 pivots. If Parcel #3 and #1B sell separately, an overspray easement as shown on survey on Page 108 and access easement along part of the south property line as shown on survey on Page 108 and on the above map.**

# Parcel Information

**Parcel  
#1B**

## Legal Description:

Part of the S1/2 of Section 3, part of the NE1/4 of Section 10, part of the W1/2 of Section 2, part of the NW1/4 of Section 11, Township 3 North, Range 59 West of the 6th PM, Morgan County, CO.

See Pages 68-79 for preliminary title commitment. If Parcel #1B sells separately, a survey will be completed to create a metes and bounds legal description. Upon completion of the survey, the title commitment will be amended to reflect the new legal description. See separate document at [reckagri.com](http://reckagri.com) for title exceptions.

## Acreage:

125.1± Ac Pivot Irrigated (East)  
66.3± Ac Pivot Irrigated (West)  
135.0± Ac Bijou Creek bottom with live water  
18.9± Ac Roads/Corners  
2.5± Ac Improvement site with house, shop, outbuildings

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**347.8± TOTAL**

## Land Tenure:

Soils consists primarily of Class II, III & IV. See Soils Map on Page 23.

## Taxes:

Estimated 2023 real estate taxes paid in 2024 were: \$2,064.63

## FSA Information:

FSA bases: 14.06 ac corn w/ 162 bu PLC yield, 5.32 ac wheat w/ 51 bu PLC yield.

## Irrigation Water & Equipment:

(West Pivot) Irrigation Well Permit #6545-F-R, adjudicated in Water Court Case #2704 B-80 shown on Pages 32-33. Permit #6545-F-R is cross adjudicated with Well Permit #1252-R which is located and used for the pivot on Parcel #1A. Said decree allows for 283 acres to be irrigated with both wells. Permit #6545-F-R has been redrilled - See Pages 27-31 for copy of permit application, well construction, and installation. Equipment includes 75 HP US Electric motor & pump and 6-tower 1995 Valley pivot w/poly lined pipe.

(East Pivot) Irrigation Well Permit #3060-F shown on Pages 34-35, adjudicated in Water Court Case #2704-B26 shown on Pages 36-39. Said decree allows for 214 acres to be irrigated. Worthington Pump "Canfield plate" with Amarillo gear drive - no electric motor - power takeoff driven and 7-tower 1995 Valley pivot w/poly lined pipe.

Both wells are included within the Bijou Irrigation Company Augmentation plan. See Page 80 for consumptive use and cost of augmentation. Augmentation cost is \$20/acre foot. See Page 107 for copy of the pipeline map which shows location of augmentation pond used for recharge water for the Bijou Irrigation Company Augmentation plan.

154.5 Bijou Irrigation District Acres: Assessments - \$7,196.61; and 10.0 Bijou Irrigation Company Shares: Assessments - \$513.40

Bijou Irrigation water is delivered to holding pond located on the north side between these 2 pivots. 2-30 HP US Electric motors and pumps deliver water to each pivot. 1 additional electric motor and pump delivers water to pivots on Parcel #1A. If Parcel #1A sells separately, the use of this electric motor, pump, and pipeline to be discontinued.

## Improvements:

1,472 sq ft, 3 bed, 1 bath home, well & septic, New HVAC; 50' x 100' sq ft shop, 2/3rds dirt, 1/3 cement, not insulated. See Pages 83-88 for copy of assessor's property card.



**Combo  
#1**

**Combo Map**





# Combo Information

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**Combo  
#1**

## **Legal Description:**

See Parcels #1A & #1B

## **Acreage:**

315.7± Ac Pivot Irrigated

135.0± Ac Bijou Creek bottom with live water

46.9± Ac Roads/Corners

2.5± Ac Improvement site with house, shop, outbuildings

---

**500.1± TOTAL**

## **Land Tenure:**

See Parcels #1A & #1B

## **Taxes:**

Estimated 2023 real estate taxes paid in 2024 were: \$2,952.83

## **FSA Information:**

FSA bases: 35.66 ac corn w/ 162 bu PLC yield, 13.48 ac wheat w/ 51 bu PLC yield.

## **Irrigation Water & Equipment:**

185.38 Bijou Irrigation District Acres: Assessments - \$8,635.00; and 34.0 Bijou Irrigation Company Shares: Assessments - \$1,745.56

See Parcels #1A & #1B

## **Improvements:**

See Parcel #1B

## **Comments:**

See Parcels #1A & #1B



**Parcel  
#2**

**Parcel Map**



# Parcel Information

**Parcel  
#2**

## Legal Description:

NE1/4 of Section 36, Township 4 North, Range 59 West of the 6th PM, Morgan County, CO, except a tract shown on Page 12.

See Pages 68-79 for preliminary title commitment. See separate document at reckagri.com for title exceptions. If Parcel #2 sells separately from Parcel #4, the survey of Parcel #4 as shown on Page 109 will be excluded and the title commitment will be amended to reflect the new legal description.

## Acreage:

131.6± Ac Pivot Irrigated  
22.5± Ac Roads/Corners

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**154.1± TOTAL**

## Land Tenure:

Soils consists primarily of Class III with areas of Class IV. See Soils Map on Page 24.

## Taxes:

Estimated 2023 real estate taxes paid in 2024 were: \$607.40

## FSA Information:

FSA bases: 15.57 ac corn w/ 162 bu PLC yield, 5.89 ac wheat w/ 51 bu PLC yield.

## Irrigation Water & Equipment:

See Pages 40-41 for Irrigation Well Permit #14618 adjudicated in Water Court Case #2704-B29 shown on Pages 42-43. Equipment includes 40 hp US Electric motor w/pump, 25 hp US electric w/booster pump, 7 - tower 1995 Valley pivot w/poly lined pipe, 7.5 hp Baldor electric motor w/booster pump, 3 - tower 1995 Valley pivot w/poly lined pipe. See Page 40-41 for copy of well registration. See Page 80 for consumptive use and cost of augmentation. Augmentation cost is \$20/acre foot.

8.0 Bijou Irrigation Company Shares: Assessments - \$410.72

## Comments:

75± acres is currently cash rented and planted to corn. Buyer to receive 50% of cash rent payment. Lease available upon request. 52.6± acres planted to sod on the large pivot and in the small pivot, 4.0± acres is planted to Buffalo grass sod. Seller reserves the ownership of the Buffalo grass sod for up to 2 years. He will pay a cash rent of \$2,000 per year. If #2 & #4 sell separately, Parcel #2 to convey a 20' access easement along the south property line of Parcel #2 as shown on the adjoining map.





# Unit Information

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## Legal Description:

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

## Acreage:

447.3± Ac Pivot Irrigated

135.0± Ac Bijou Creek bottom with live water

69.4± Ac Roads/Corners

2.5± Ac Improvement site with house, shop, outbuildings

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**654.2± TOTAL**

## Land Tenure:

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

## Taxes & Assessments:

Estimated 2023 real estate taxes paid in 2024 were: \$3,560.23

## FSA Information:

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

## Irrigation Water & Equipment:

185.38 Bijou Irrigation District Acres: Assessments - \$8,635.00; and 42 Bijou Irrigation Company Shares: Assessments - \$2,156.28

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

## Improvements:

See Parcel #1B

## Comments:

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



**Parcel  
#3**

**Parcel Map**



# Parcel Information

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**Parcel  
#3**

## **Legal Description:**

Address: 9809 N Frontage Road, Fort Morgan, CO

See Pages 68-79 for preliminary title commitment. See separate document at [reckagri.com](http://reckagri.com) for title exceptions. **If Parcel #3 sells separately, the legal description as shown on Page 108 to be used for the parcel legal description and the title commitment will be amended to reflect the new legal description.**

## **Acreage:**

9.7± Ac Total

## **Taxes:**

Estimated 2023 real estate taxes paid in 2024 were: **\$11,987. See Page 106 for an estimate of the taxes both for commercial and residential use.**

## **Improvements:**

2,100 sq ft office with 4 offices, conference room, reception area, kitchen, 1 1/2 baths. **Domestic well and septic. See Pages 89-94 for copy of assessor's property card.**

3,500 sq ft warehouse, insulated and heated, cement floor, 60,000# axle scale and digital readout; **Bathroom is non operational.**

4,233 sq ft Quonset shed w/cement floor

1,366 sq ft 4 bed, 1 bath employee home, new HVAC. Domestic well and septic. **See Pages 95-98 for copy of assessor's property card.**

## **Comments:**

**Zoned agricultural, taxed as commercial. See Page 108 for a copy of the survey of the property. If Parcels #3 and #1B sell separately, an overspray easement as shown on survey on Page 108 and 30' access easement along part of south property line as shown on survey on Page 108 and on the adjoining map, to be conveyed from Parcel #3 to Parcel #1B.**

**Viaero cell phone tower located on the property. All commodities and cement blocks used for commodity storage excluded from the sale. All Office furniture, computers, printers, copiers, and TV's excluded from the sale.**



**Parcel  
#4**

**Parcel Map**





# Parcel Information

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**Parcel  
#4**

## **Legal Description:**

Address: 18519 County Road 12, Fort Morgan, CO

See Pages 68-79 for preliminary title commitment. See separate document at [reckagri.com](http://reckagri.com) for title exceptions. **If Parcel #4 sells separately, the legal description as shown on Page 109 to be used for the parcel legal description and the title commitment will be amended to reflect the new legal description.**

## **Acreage:**

5.9± Ac Total

## **Taxes & Assessments:**

Estimated 2023 real estate taxes paid in 2024 were: \$2,973.48.

## **Improvements:**

2,710 sq ft ranch style home, 3 bed, 2 1/2 bath, rec room, large open kitchen - dining - living room w/ 2 car garage. Morgan County Quality Water tap, well for lawn. **Hot water baseboard heat with central air. Sprinkler system. See Pages 99-105 for copy of assessor's property card. Appliances included but washer/dryer excluded.**

3,125 sq ft shop (insulated, radiant overhead heat) w/1 bedroom, 3/4 bath apartment.  
40' x 50' shop w/ cement floor

## **Comments:**

**See Page 109 for a copy of the survey of the property.**



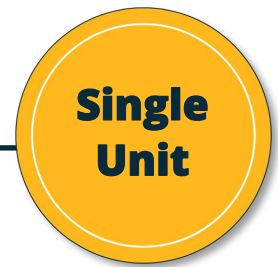
**Single Unit**

# Single Unit Map



# Single Unit Information

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## Legal Description:

See Parcels #1A, #1B, #2, #3, & #4

## Acreage:

447.3± Ac Pivot Irrigated

135.0± Ac Bijou Creek bottom with live water

69.4± Ac Roads/Corners

18.1± Ac Improvement site with house, shop, outbuildings

---

**669.8± TOTAL**

## Land Tenure:

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

## Taxes:

2023 real estate taxes paid in 2024 were: \$18,520.71

## FSA Information:

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

## Irrigation Water & Equipment:

185.38 Bijou Irrigation District Acres: Assessments - \$8,635.00; and 42 Bijou Irrigation Company Shares: Assessments - \$2,156.28

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

## Improvements:

See Parcels #1B, #3 & #4

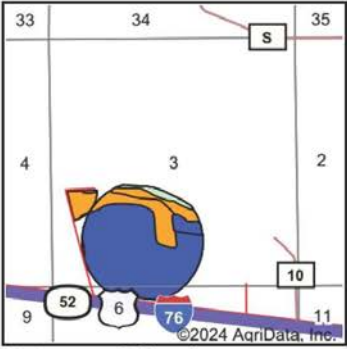
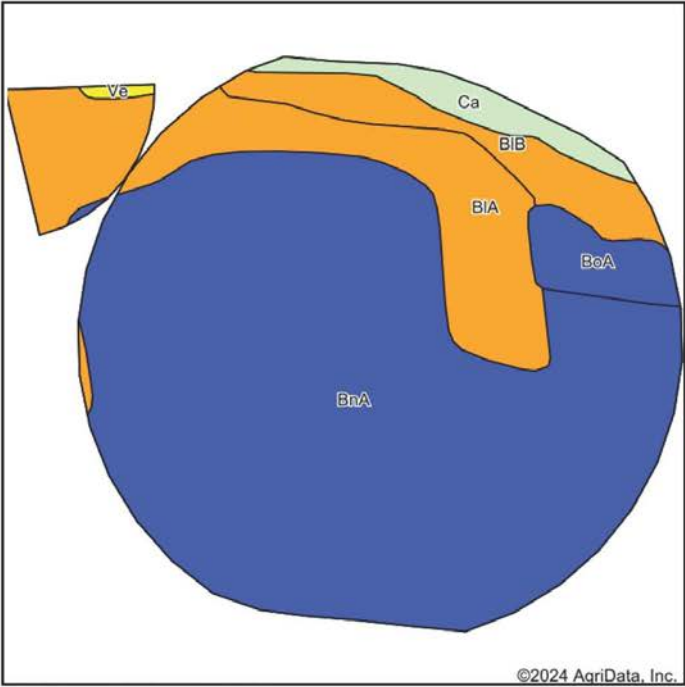
## Comments:

See Parcels #1A, #1B, #2, #3 & #4



# Parcel #1A

# Soils Map



State: Colorado  
 County: Morgan  
 Location: 3-3N-59W  
 Township: Wiggins  
 Acres: 122.18  
 Date: 5/29/2024



Soils data provided by USDA and NRCS.

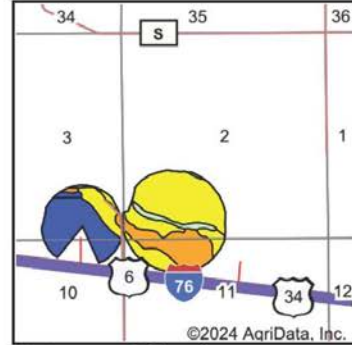
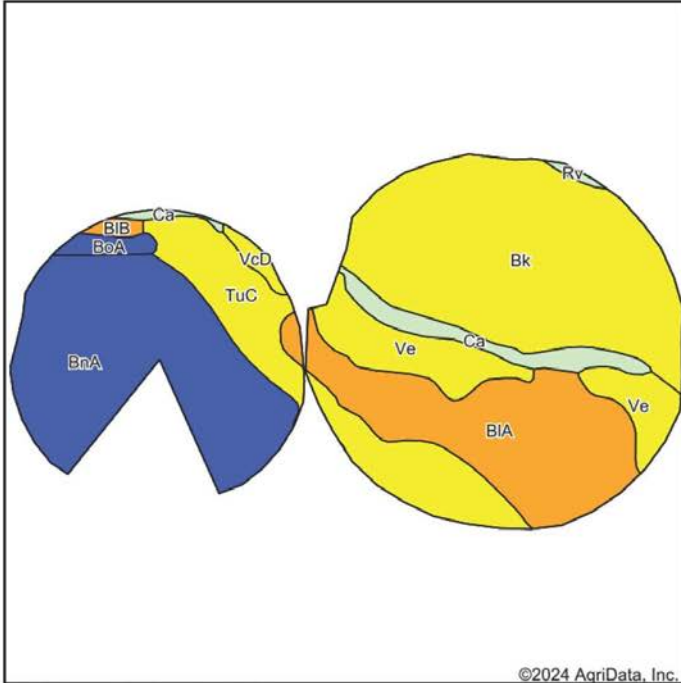
©2024 AgriData, Inc.

Area Symbol: CO087, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
BnA	Bijou sandy loam, 0 to 1 percent slopes	86.07	70.4%		Ile
BIA	Bijou loamy sand, 0 to 1 percent slopes	20.49	16.8%		IIIe
BIB	Bijou loamy sand, 1 to 3 percent slopes	7.33	6.0%		IIIe
BoA	Bijou sandy loam, moderately deep, 0 to 1 percent slopes	4.13	3.4%		Ile
Ca	Cascajo soils and gravelly land	3.81	3.1%		
Ve	Valent-Dwyer sands, terrace, 0 to 3 percent slopes	0.35	0.3%		IVe
<b>Weighted Average</b>					<b>*</b>

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

# Soils Map



State: Colorado  
 County: Morgan  
 Location: 11-3N-59W  
 Township: Wiggins  
 Acres: 189.33  
 Date: 5/29/2024



Soils data provided by USDA and NRCS.

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Area Symbol: CO087, Soil Area Version: 24

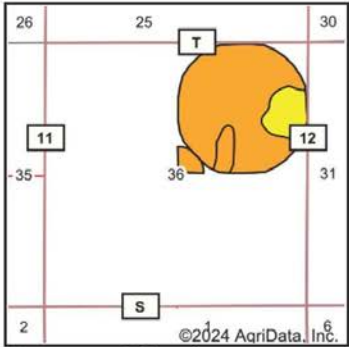
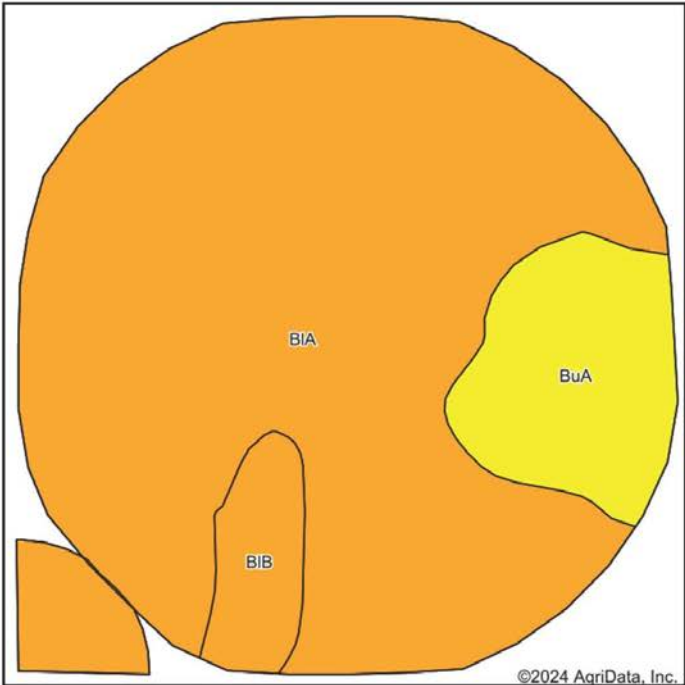
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
Bk	Ellicott-Glenberg complex, 0 to 3 percent slopes, occasionally flooded	57.29	30.1%		IVe
BnA	Bijou sandy loam, 0 to 1 percent slopes	45.16	23.9%		IIe
BIA	Bijou loamy sand, 0 to 1 percent slopes	34.30	18.1%		IIIe
TuC	Truckton loamy sand, 3 to 5 percent slopes	24.72	13.1%		IVe
Ve	Valent-Dwyer sands, terrace, 0 to 3 percent slopes	16.05	8.5%		IVe
Ca	Cascajo soils and gravelly land	6.94	3.7%		
BoA	Bijou sandy loam, moderately deep, 0 to 1 percent slopes	2.02	1.1%		IIe
VcD	Valent sand, 3 to 9 percent slopes	1.39	0.7%		IVe
BIB	Bijou loamy sand, 1 to 3 percent slopes	0.96	0.5%		IIIe
Rv	Riverwash	0.50	0.3%		
Weighted Average					*-

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.



# Parcel #2

# Soils Map



State: Colorado  
 County: Morgan  
 Location: 36-4N-59W  
 Township: Wiggins  
 Acres: 131.24  
 Date: 5/29/2024



Soils data provided by USDA and NRCS.

Area Symbol: CO087, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
BIA	Bijou loamy sand, 0 to 1 percent slopes	107.38	81.8%		IIIe
BuA	Bresser loamy sand, 0 to 3 percent slopes	17.18	13.1%		IVs
BIB	Bijou loamy sand, 1 to 3 percent slopes	6.68	5.1%		IIIe
<b>Weighted Average</b>					<b>3.13</b>



JAN 8 - 1959  
STATE ENGINEER

REGISTRATION NO. 1252 OF WELL Valley

Registrant Henry H. Reichert Valley # 2 Date November 5 19 59

P.O. Address RT. 2, 221 Solid St., Fort Morgan, Colo.

**WELL DATA**  
Depth 127 ft. Diameter 18 in.  
Casing : 67 ft. Plain; 110 ft. Perfor.  
Static Water Level 55 ft. from top  
Yield 1600 (gpm)(cfs) from 80 ft.

**WELL LOCATION**  
County Morgan 44  
S. 1/4, SE 1/4 Section 3  
Twp. 3N, Rge. 59W, Stk. PM

Used for Farm Irrigation on/at  
(240 Acres in S<sub>2</sub> of Sec. 3, T3N, R59W  
(195 Acres in N<sub>2</sub> of Sec. 10, T3N, R59W  
(legal description of land or site)

Water conveyed by Ditch, size \_\_\_\_\_

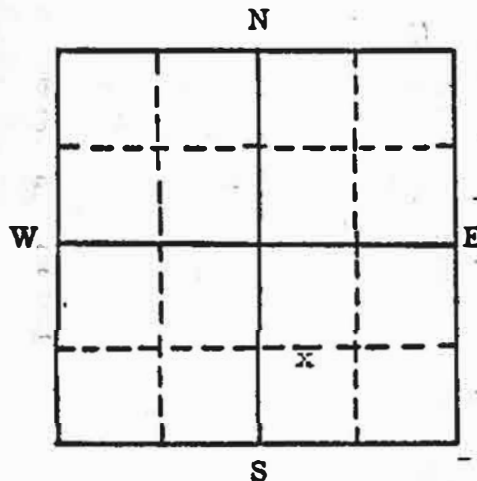
**PUMP DATA**  
Type Turbine Size 10"

Driven by 40 HP Electric at 1750 RPM  
Motor

Well was first used June, 1954  
for irrigation using 1600 gpm

Well enlarged \_\_\_\_\_, 19  to  
deepened \_\_\_\_\_  
(gpm)(cfs)(ft)

LOG SHOULD BE GIVEN ON REVERSE  
SIDE IF AVAILABLE



WELL TO BE LOCATED AS ACCURATELY AS POSSIBLE WITHIN A SMALL SQUARE WHICH REPRESENTS 40 ACRES; OR IF IN A TOWN OR SUBDIVISION FILL IN THE FOLLOWING:

Town or Subdivision \_\_\_\_\_

Street address or Lot and Block \_\_\_\_\_

The above well (has) (has not) been registered in the Office of the State Engineer prior to May 1, 1957. If Registered give Filing No. \_\_\_\_\_

If NOT Registered prior to May 1, 1957, a \$5.00 filing fee accompanies this form.

The above statements are true and correct to the best of my knowledge and belief.  
Subscribed and Sworn before me

B. H. & R. K. McConnell

this 29th day of December, 1959.

BY \_\_\_\_\_

My commission expires August 24, 1963

Registrant

(SEAL) Bette L. Mann  
Notary Public

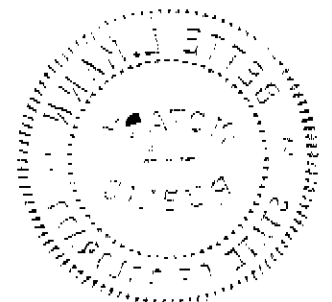
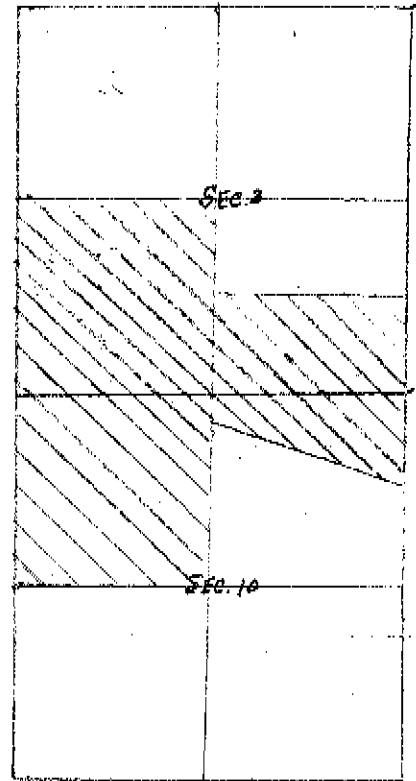
FOR STATE ENGINEER'S USE

Located in 1-1 district, Morgan County for Irrigation

Registration No. 1106 in 1-1, on 11/8/59, 19

LOG:

0-7	Top
7-30	Dirty sand & gravel
30-40	Sand
40-60	Clay & sand strips
60-70	Sand
70-89	Water sand
89-103	Clay
103-114	Water sand & clay strips
114-124	Clay
124-128	Gravel
128-132	Clay & fine sand
132-175	Gravel & rocks
175-177	Shale







COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 6545-F-R
RECEIPT NUMBER 10018718

ORIGINAL PERMIT APPLICANT(S)

GRAFF & THIEL FARMS LLC

APPROVED WELL LOCATION

Water Division: 1 Water District: 1
Designated Basin: N/A
Management District: N/A
County: MORGAN
Parcel Name: N/A
Physical Address: CR 10 FORT MORGAN, CO 80701
SE 1/4 SE 1/4 Section 3 Township 3.0 N Range 59.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 587898.1 Northing: 4456092.8

PERMIT TO REPLACE EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
3) Approved pursuant to CRS 37-90-137(2) for the replacement of an existing well, permit no. 6545-F (decreed by the Division 1 Water Court as Reichert Well No. 6545-F, case no. W2704-80). Upon completion of the new well, the old well must be plugged and abandoned in accordance with Rule 16 of the Water Well Construction Rules. A Well Abandonment Report form (GWS-09) must be submitted within sixty (60) days of abandonment of the old well.
4) Approved as an alternate point of diversion to direct flow rights on the South Platte River (Priority No. 41 dated October 1, 1888 and Priority No. 51 dated April 1, 1900) as described in case no. W2704.
5) The use of groundwater from this well combined with well permit no. 1252-R and the applicant's surface water rights is restricted to the irrigation of 283 acres described as 48 acres in the N 1/2 of Sec. 10 and 235 acres in the S 1/2 of Sec. 3, Twp. 3 N, Rng. 59 W, S P.M.
6) The pumping rate of this well shall not exceed 4.17 cfs (1872 gpm), as decreed in case no. W2704-80.
7) The annual amount of groundwater to be withdrawn shall not exceed 849 acre-feet or the quantity covered under the court approved plan for augmentation, whichever is less.
8) This well shall not be pumped unless included in a court approved plan for augmentation or a substitute water supply plan approved by the State Engineer. This well is currently operated under the Bijou Irrigation Company augmentation plan approved by the Division 1 Water Court in case nos. W2704 and W9172.
9) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
10) Production is limited to the alluvial (or unconsolidated) aquifer. Wells completed in the unconsolidated/alluvial aquifer must be constructed in accordance with Well Construction Rule 10.4.7 (2 CCR 402-2) for a Type 3 aquifer.
11) For the future administration of this augmentation plan, a totalizing flow meter may be required by the Division Engineer of Water Division 1, to be installed on this well and maintained in good working order by the well owner.
12) This replacement well shall not be constructed any closer to any other existing well than the well it is replacing, if such other well is within 600 feet of the replacement, is completed in the same aquifer, and is not owned by the applicant.
13) This well shall be constructed not more than 200 feet from the location specified on this permit and not more than 200 feet from the location decreed for Reichert Well No. 6545-F in case no. W2704-80 (decreed location is 1300 feet from the south section line and 1270 feet from the east section line [UTM coordinates Easting 587898.1, Northing 4456092.8, Zone 13, meters, NAD83]).
14) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

**WELL PERMIT NUMBER 6545-F-R**

**RECEIPT NUMBER 10018718**

NOTE: The WDID for this well is 0105290.

NOTICE: This permit has been issued for a maximum pumping rate of 4.17 cfs (1872 gpm), in accordance with the decreed water right for Reichert Well No. 6545-F, and for an annual appropriation of 849 acre-feet based on an application rate of 3.0 acre-feet per irrigated acre. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: [dwr.colorado.gov](http://dwr.colorado.gov)



Date Issued: 2/9/2022

Expiration Date: 2/9/2023

Issued By SARAH BRUCKER

COLORADO DIVISION OF WATER RESOURCES  
 DEPARTMENT OF NATURAL RESOURCES  
 1313 SHERMAN ST, RM 821, DENVER, CO 80203  
 Main: (303) 868-3581 [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)

Office Use Only  
**RECEIVED**  
 02/04/2022  
 Water Resources  
 State Engineer  
 COLO

Form GWS-45 (01/2020)

**GENERAL PURPOSE**

**Water Well Permit Application**

Review instructions on reverse side prior to completing form.  
 The form must be computer generated, typed or in black or blue ink.

**1. Applicant Information**

Name of applicant  
**Graff & Thiel Farms, LLC.**

Mailing address  
**P.O. Box 715**

City State Zip code  
**Fort Morgan CO 80701**

Telephone # (area code & number) E-mail (online filing required)  
**(970) 441-0530 mthiel@graffsturf.com**

**2. Type Of Application (check applicable boxes)**

Construct new well  Use existing well  
 Replace existing well  Change or increase use  
 Change source (aquifer)  Reapplication (expired permit)  
 COGCC Well  Other: \_\_\_\_\_

**3. Refer To (if applicable)**

Well permit # Water Court case #  
**6545-F W2704-B-80**

Designated Basin Determination # Well name or #  
**0105290-Reichert Well**

**4. Location Of Proposed Well**

County  
**Morgan**

Section Township N or S Range E or W Principal Meridian  
**3 3 N 59 6TH**

Distance of well from section lines (section lines are typically not property lines)  
**1300** Ft. from  N  S **1270** Ft. from  E  W

For replacement wells only - distance and direction from old well to new well  
**100** feet **West** direction

well location address (Include City, State, Zip)  Check if well address is same as in Item 1.

**Optional:** GPS well location information in UTM format You must check GPS unit for required settings as follows:

Format must be UTM  
 Zone 12 or  Zone 13  
 Units must be Meters  
 Datum must be NAD83  
 Unit must be set to true north  
 Was GPS unit checked for above?  YES  NO **Remember to set Datum to NAD83**

Easting \_\_\_\_\_  
 Northing \_\_\_\_\_

**5. Parcel On Which Well Will Be Located (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)**

A. Legal Description (may be provided as an attachment):  
**Attached**

B. # of acres in parcel C. Owner  
**Applicant**

D. Will this be the only well on this parcel?  YES  NO (if no list other wells)  
**1252-R**

E. State Parcel ID# (optional):

**6. Use Of Well (check applicable boxes)**

Attach a detailed description of uses applied for.

Industrial  Dewatering System  
 Municipal  Geothermal (production or reinjection)  
 Irrigation  Other (describe): \_\_\_\_\_  
 Commercial

**7. Well Data (proposed)**

Maximum pumping rate	gpm	Annual amount to be withdrawn	acre-feet
1600			
Total depth	feet	Aquifer	
230		South Platte Alluvium	

**8. Land On Which Ground Water Will Be Used**

Legal Description of Land (may be provided as an attachment):  
**Attached**

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres B. Owner  
**Applicant**

C. List any other wells or water rights used on this land:  
**1252-R**

**9. Proposed Well Driller License #(optional):**

**10. Sign or Entered Name Of Applicant(s) Or Authorized Agent**

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

Sign or enter name(s) of person(s) submitting application Date (mm/dd/yyyy)  
**MARY THIEL** **Owner** **2/3/22**

If signing print name and title

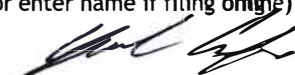
**Office Use Only**


USGS map name DWR map no. Surface elev.

Receipt area only  
**10018718**

AQUAMAP  
 WE  
 WR  
 CWCB  
 TOPO  
 MYLAR  
 SB5

DIV \_\_\_\_\_ WD \_\_\_\_\_ BA \_\_\_\_\_ MD \_\_\_\_\_

Form No. <b>GWS-31</b> 02/2017	<b>WELL CONSTRUCTION AND YIELD ESTIMATE REPORT</b> State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 <a href="http://www.water.state.co.us">www.water.state.co.us</a> and <a href="mailto:dwrpermitsonline@state.co.us">dwrpermitsonline@state.co.us</a>	For Office Use Only <b>RECEIVED</b>  <b>JUN 09 2022</b>  <b>WATER RESOURCES</b> <b>STATE ENGINEER COLO</b>							
1. Well Permit Number: 6545-F-R      Receipt Number: 10018718		<b>WATER RESOURCES</b> <b>STATE ENGINEER COLO</b>							
2. Owner's Well Designation: Reichert Well No. 6545-F									
3. Well Owner Name: Graff & Thiel Farms LLC									
4. Well Location Street Address:									
5. As Built GPS Well Location (required): <input type="checkbox"/> Zone 12 <input checked="" type="checkbox"/> Zone 13 Easting: 587898.0 Northing: 4456092									
6. Legal Well Location: SE 1/4, SE 1/4, Sec., 3 Twp. 3 <input checked="" type="checkbox"/> N or S <input type="checkbox"/> Range 59 <input type="checkbox"/> E or W <input checked="" type="checkbox"/> 6TH P.M. County: Morgan Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____									
7. Ground Surface Elevation: 0 feet Date Completed: 04/18/2022 Drilling Method: Reverse Rotary									
8. Completed Aquifer Name: _____ Total Depth: 208 feet Depth Completed: 200 feet									
9. Advance Notification: Was Notification Required Prior to Construction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Date Notification Given: _____									
10. Aquifer Type: <input type="checkbox"/> Type I (One Confining Layer) <input type="checkbox"/> Type I (Multiple Confining Layers) <input type="checkbox"/> Laramie-Fox Hills (Check one) <input type="checkbox"/> Type II (Not overlain by Type III) <input type="checkbox"/> Type II (Overlain by Type III) <input checked="" type="checkbox"/> Type III (alluvial/colluvial)									
11. Geologic Log:									
Depth	Type	Grain Size	Color	Water Loc.	12. Hole Diameter (in.)		From (ft)	To (ft)	
0-5	Sand	Fine			32	0	200		
5-12	Clay/ Sand	Fine							
12-25	Sand/ Clay	Medium							
25-31	Sand	Fine			13. Plain Casing				
31-42	Clay				OD (in)	Kind	Wall Size (in)	From (ft)	To (ft)
42-57	Sand	Coarse			16	Steel	.188	+2	150
57-63	Clay								
63-93	Clay/ Sand	Fine			Perforated Casing Screen Slot Size (in): 0.080				
93-107	Sand	Medium			OD (in)	Kind	Wall Size (in)	From (ft)	To (ft)
107-115	Clay/ Sand	Fine			16	Johnson	0.258	150	200
115-122	Clay								
122-135	Clay/ Gravel								
135-155	Sand	Fine/Medium							
155-162	Gravel/ Rocks	Coarse			14. Filter Pack:				
162-187	Sand/ Gravel	Coarse			Material	15. Packer Placement:			
187-198	Sand/Gravel/Clay				Pea Gravel	Type	_____		
198-206	Gravel/ Clay		Yellow/Brwn		Size	_____			
206-208	Shale		Gray		Interval	20-200			
					16. Grouting Record				
					Material	Amount	Density	Interval	Method
					Concrete	2 Cu. Yds.	6 gallon/sack	0-20	Tremmie
Remarks: _____ _____ _____									
17. Disinfection: Type Sterilene					Amt. Used 24 OZ.				
18. Well Yield Estimate Data: <input type="checkbox"/> Check box if Test Data is submitted on Form Number GWS-39, Well Yield Test Report									
Well Yield Estimate Method: Turbine Pump									
Static Level: 58					Estimated Yield (gpm) 1500				
Date/Time measured: 4/19/2022					Estimate Length (hrs) 4				
Remarks: _____ 19. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402.2. The filing of a document that contains false statements is a violation of section 37 91 108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.									
Company Name: Canfield Drilling Co.			Email: joelcanfield@canfielddrilling.com			Phone w/area code: (970) 867-2943		License Number: 1454	
Mailing Address:									
Sign (or enter name if filing online) 				Print Name and Title Joel Canfield/ Driller				Date: 05/31/2022	

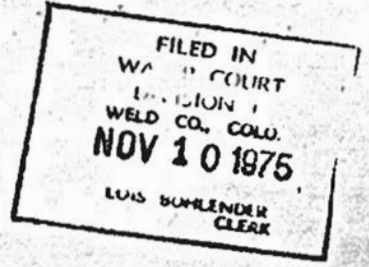
<b>Form No.</b> <b>GWS-32</b> 10/2016	<b>PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT</b> State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 <a href="http://www.water.state.co.us">www.water.state.co.us</a> and <a href="mailto:dwrpermitsonline@state.co.us">dwrpermitsonline@state.co.us</a>	For Office Use Only <b>RECEIVED</b>  JUN 09 2022  WATER RESOURCES STATE ENGINEER COLO																								
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<b>7. Check Installation Type:</b> <input checked="" type="checkbox"/> Initial Pump Installation <input type="checkbox"/> Replacement Pump <input type="checkbox"/> Change in Depth Only <input type="checkbox"/> Repair																										
<b>8. Pump Data:</b> Type: Vertical Lineshaft Turbine      Date Installed(mm/dd/yyyy): 05/09/2022 Pump Manufacturer: Flowserve      Pump Model No. 12SKH Design GPM: 1800 at RPM 1800      HP60      Volts 460      Full Load Amps 92 Pump Intake Depth: 120 Feet, Drop/Column Pipe Size Inches, 10      Kind of Drop Pipe Steel Threaded Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head: 98 feet      Number of Stages: 2      Shaft size: 1.25 inches																										
<b>9. Other Equipment:</b> Airline Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Orifice Depth ft. _____ Monitor Tube Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Depth ft. _____ Flow Meter Mfg. _____ Meter Serial No. _____ Meter Readout: <input checked="" type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet      Beginning Reading: 0																										
<b>10. Cistern Information:</b> Material: _____ Capacity: _____ gallons    Date Installed: _____																										
<b>11. Production Equipment Test Data:</b> <input type="checkbox"/> check box if data is submitted on Form Number GWS-39 Well Yield Test Report.																										
<table border="0" style="width: 100%;"> <tr> <td>Date:</td> <td>5/9/22</td> <td>5/9/22</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Total Well Depth:</td> <td>200 ft.</td> <td>Time:</td> <td>02:00</td> <td>05:00</td> <td>_____</td> </tr> <tr> <td>Static Level:</td> <td>58 ft.</td> <td>Rate (gpm):</td> <td>1000</td> <td>1000</td> <td>_____</td> </tr> <tr> <td>Date Measured:</td> <td>05/09/2022</td> <td>Pumping Level (ft):</td> <td>90</td> <td>90</td> <td>_____</td> </tr> </table>		Date:	5/9/22	5/9/22	_____	_____	_____	Total Well Depth:	200 ft.	Time:	02:00	05:00	_____	Static Level:	58 ft.	Rate (gpm):	1000	1000	_____	Date Measured:	05/09/2022	Pumping Level (ft):	90	90	_____	
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Date Measured:	05/09/2022	Pumping Level (ft):	90	90	_____																					
<b>12. Disinfection:</b> Type: Sterilene      Amt. Used: 16 OZ.																										
<b>13. Notification:</b> Was Advanced Notification Required Prior to Installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Date Notification Given: _____																										
<b>14. Water Quality analysis available:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, please submit with this report.																										
<b>15. Remarks:</b>   																										
<b>16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.</b>																										
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<b>Mailing Address:</b> PO Box 519, Fort Morgan, CO. 80701																										
<b>Sign (or enter name if filing online)</b> 	<b>Print Name and Title</b> Joel Canfield		<b>Date:</b> 05/31/2022																							



COURT IN AND FOR

WATER DIVISION I, STATE OF COLORADO

CASE NO. W-2704 B- 80



IN THE MATTER OF THE APPLICATION  
FOR WATER RIGHTS OF

HENRY H. REICHERT & MARY  
REICHERT

IN THE SOUTH PLATTE RIVER OR  
ITS TRIBUTARIES

TRIBUTARY INVOLVED  
IN MORGAN COUNTY, COLORADO.

DECREE

THIS CLAIM, having been filed with the Water Clerk, Water Division I, on May 26, 1972; and the Court being fully advised in the premises, does hereby find:

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

The Court having read and considered the verified application as originally filed herein and having heard and considered the evidence, the exhibits and all testimony now heretofore taken and being fully advised in the premises, doth decree as follows:

IT IS HEREBY DECREED:

- 1. The name and address of the claimant:

HENRY H. REICHERT & MARY REICHERT  
R. R. #2  
Fort Morgan, Colorado 80701

- 2. The name of the structures:

Parcel #1B West Well--Reichert Well No. 6545-F

Parcel #1A Reichert Well No. 1252

- 3. The legal description of the structures:

Reichert Well No. 6545-F is located in the SE¼SE¼ of Section 3, Township 3 North, Range 59 West of the 6th P. M., Morgan County, Colorado, at a point 1300 ft. North from South section line and 1270 ft. West from East section line, said Sec. 3.

Reichert Well No. 1252 is located in the SW¼SE¼ of Section 3, Township 3 North, Range 59 West of the 6th P. M., Morgan County, Colorado, at a point 1300 ft. North from South section line and 1833 ft. West from East section line, said Section 3.

4. The source of water is:

Groundwater

5. The date of Appropriation:

Reichert Well No. 6545-F: December 21, 1964  
Reichert Well No. 1252: June 30, 1954

6. The amount of water:


Reichert Well No. 6545-F: 4.17 cubic feet per second  
Reichert Well No. 1252: 3.44 cubic feet per second

7. The use of the water:

Reichert Well No. 6545-F and Reichert Well No. 1252:  
Irrigation of approximately 48 acres in the N $\frac{1}{2}$  of Section 10  
and 235 acres in the S $\frac{1}{2}$  of Section 3, Township 3 North,  
Range 59 West of the 6th P.M., Morgan County, Colorado.

DATED this 2<sup>nd</sup> day of October., 1975.

BY THE COURT:

  
JUDGE DONALD A. CARPENTER  
Water Judge, Division 1

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

Dated November 10, 1975

  
Clerk, Water Court, Division 1  
State of Colorado

MAY 8 1961

MAY 23 1961

Form E (Rev. 9-57)

STATE OF COLORADO  
DIVISION OF WATER  
OFFICE OF THE SUPERVISOR  
GROUND WATER SECTION

Well Permit #3060-F East Well



Index No. 1005  
IDWD 7-7  
Use Irrigation  
Registered 3-31-61  
Cards Typed         

LOG AND HISTORY OF WELL  
PERMIT NO. 3060 -F  
Lic. No. 7

Drilled by Canfield

WELL LOCATION  
Holt  
County

✓ Owner H. Nichols

Morgan

✓ Address 10 Sunset Cr. Englewood, Colo.

SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Sect. 2

Tenant         

Twp. 3 N, Rge. 59 W, 6 PM

↓ Used for Irrigation

LOCATE WELL ACCURATELY  
IN THE SMALL SQUARES REPRESENTING 40 ACRES

on or by         

(description of site or land)

Date Started June 20, 1953

↓ Date Completed June 20, 1953

Date Tested         , 19    

Yield 1600 gpm          cfs

Pump type Turbine Outlet Size 10"

Driven by Elec. 30 HP @ RPM         

↓ Depth to Water          Ft. Draw down          Ft.

Depth to Inlet          Ft.; Bowl          Ft.

Size and Kind of Casing:

From 0 to 77 Type 16" Wt.         

From          to          Type          Wt.         

From          to          Type          Wt.         

Perforations: Size and Type

From 77 to 177 Type 16" Size         

From          to          Type          Size         

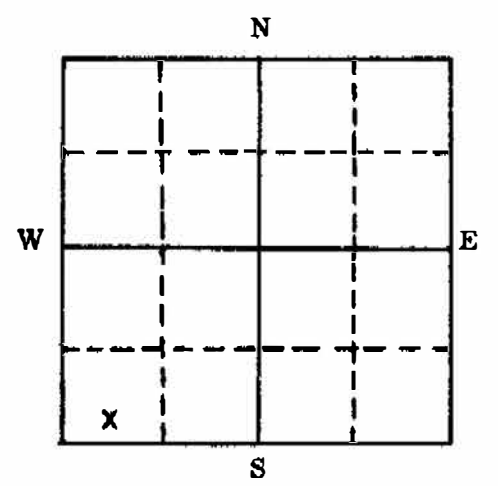
From          to          Type          Size         

Well description: Total Depth 177 ✓ Ft.

Hole (from 0 to 177, 34 in.

Diam. (from          to         ,          in.

(from          to         ,          in.



If the above is not applicable fill in:

Town or Subdivision         

Street Address or Lot & Block         

Ground elevation           
(if known)

How Drilled:         

**SEE 50824-F**  
REMARKS

Cementing, Packing, Type of Shut-off, Depth to Shut-off, etc. PUT LOG OF WELL ON REVERSE SIDE



LOG OF WELL  
(ADD SPACES AS NEEDED)

From \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.



WATER COURT IN AND FOR

WATER DIVISION I, STATE OF COLORADO

CASE NO. W-2704 B-26

FILED IN  
WATER COURT  
WELD CO., COLO.  
NOV 10 1975  
LUCY SCHLENDER  
CLERK

IN THE MATTER OF THE APPLICATION )  
FOR WATER RIGHTS OF )  
G B & E SALES )

IN THE SOUTH PLATTE RIVER OR )  
ITS TRIBUTARIES )  
TRIBUTARY INVOLVED )  
IN MORGAN COUNTY, COLORADO. )

D E C R E E

THIS CLAIM, having been filed with the Water Clerk, Water Division I, on May 26, 1972, and the Court being fully advised in the premises, does hereby find:

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

The Court having read and considered the verified application as originally filed herein and having heard and considered the evidence, the exhibits and all testimony now heretofore taken and being fully advised in the premises, doth decree as follows:

IT IS HEREBY DECREED:

- 1. The name and address of the claimant:

G B & E SALES  
c/o Clifford Tripp, President  
Post Office Box 775  
Fort Morgan, Colorado 80701

- 2. The name of the structures:

G B & E SALES Well No. 3060

- 3. The legal description of the structures:

G B & E SALES Well No. 3060 is located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 3 North, Range 59 West of the 6th P. M., Morgan County, Colorado, at a point 666 ft. North from South section line and 26 ft. East from West section line, said Section 2.

4. The source of water is:

Groundwater

5. The date of appropriation:

GB & E SALES Well No. 3060: June 20, 1953

6. The amount of water:

GB & E SALES Well No. 3060: 2.65 cubic feet per second

7. The use of the water:

GB & E SALES Well No. 3060: Irrigation of approximately 80 acres in the N $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 3 and 160 acres in the SW $\frac{1}{4}$  of Section 2, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado.

DATED this 2<sup>nd</sup> day of October, A. D., 1975.

BY THE COURT:

Donald A. Carpenter  
JUDGE DONALD A. CARPENTER  
Water Judge, Division I

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

Dated November 10, 1975

Lois Bohlander  
Clerk, Water Court, Division I  
State of Colorado

DISTRICT COURT, WATER DIVISION One, COLORADO

Case No. 95CW100

95 MAY 17 P 1:17

**APPLICATION FOR CHANGE OF WATER RIGHT**

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

Lab Line Hog Company, in Morgan County

1. Name, address, telephone number(s) (residence and business) of applicant(s)

Lab Line Hog Company (Jerry Tripp President)  
1709 County Road 10  
Fort Morgan, Colorado 80701 Phone (970) 867-6144

2. Decreed name of structure for which change is sought: (indicate whether ditch, well, springs, reservoir, etc.)

GB&E SALES WELL 3060-F

3. From previous Decree:

A. Date Entered: November 10, 1975 Case No. W-2704-B26 Court: Division One

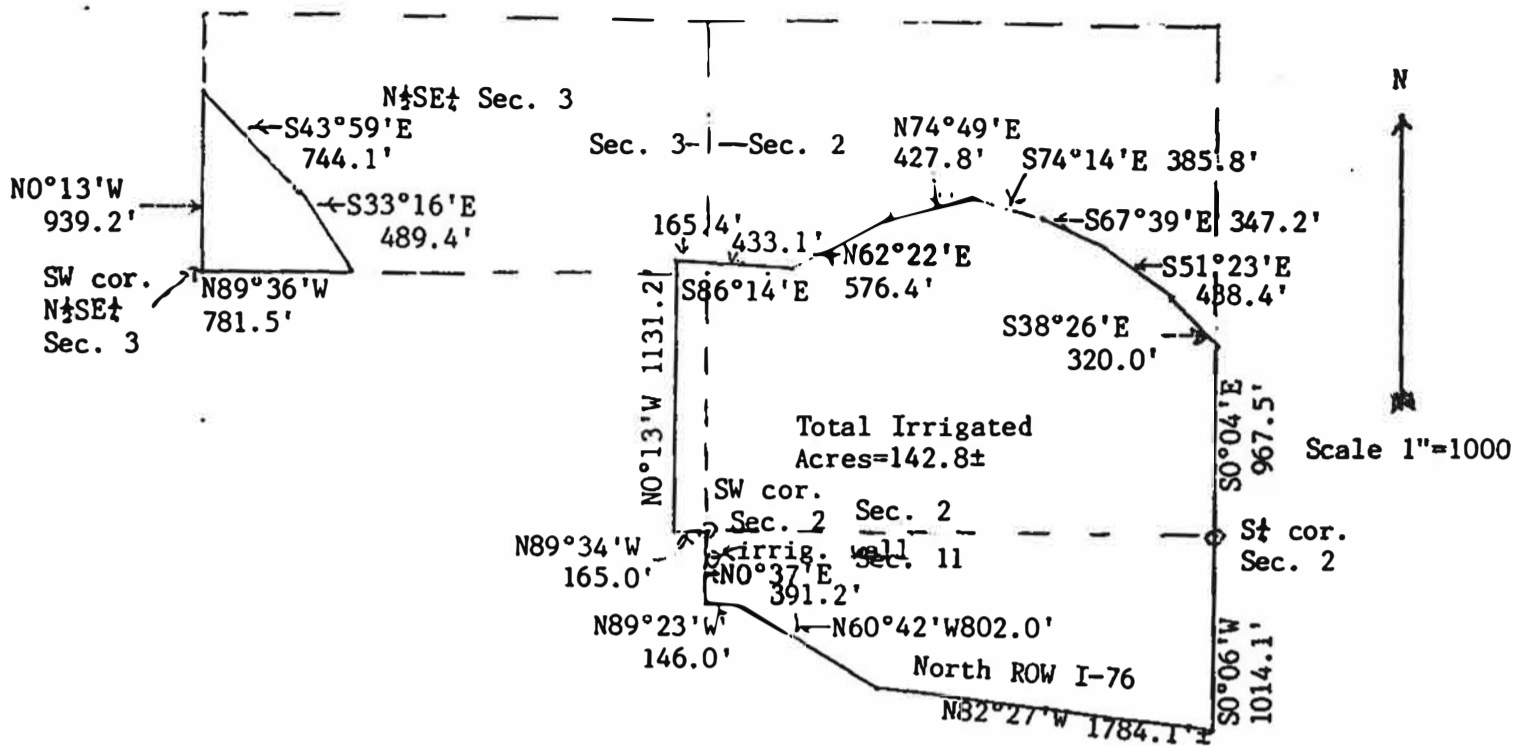
B. Decreed point of diversion (include map): SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 2, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado, at a point 666 ft. North from South Section line and 26 ft. East from the West Section line, said Section 2. (Located wrong Section by error.)

C. Source: Groundwater

D. Appropriation Date: GB&E SALES WELL: 3060-F June 20, 1953 Amount: 2.65 CFS

E. Historic use: (Include a description of all water rights to be changed, a map showing the approximate location of historic use of the rights and records or summaries of records of actual diversions of each right the applicant intends to rely on to the extent such records exist.) GB&E SALES WELL NO. 3060-F: Irrigation of approximately 80 acres in the N $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 3 and 160 acres in the SW $\frac{1}{4}$  of Section 2, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado. (Errored by not including the land irrigated in Section 11, lying North of Interstate Highway I-76.)

Irrigation Well  
 195'FNL & 30'FWL Sec. 11 T3N R59W  
 Morgan County, Colorado



Legal Description for 133.7± Acres

Commencing at the Southwest corner of Section 2, Township 3 North, Range 59 west of the 6th P.M., thence N89°34'W 165.0 feet, thence N0°13'W 1131.2 feet, thence S86°14'E 165.4 feet to a point on the East line of the SE¼ Section 3, thence entering Section 2 S86°14'E 433.1 feet, thence N62°22'E 576.4 feet, thence N74°49'E 427.8 feet, thence S74°14'E 385.8 feet, thence S67°39'E 347.2 feet, thence S51°23'E 438.4 feet, thence S38°26'E 320.0 feet to a point on the East line of the SW¼ Section 2, thence S0°04'E along the East line of the SW¼ 967.5 feet to the S¼ corner of Section 2, thence entering Section 11, S0°06'W 1014.1 feet to a point on the North line of Interstate Highway I-76, thence N82°27'W 1784.1± feet following the North line of I-76, thence N60°42'W 802.0 feet, thence N89°23'W 146.0 feet to a point on the West line of the NW¼ Section 2, thence N0°37'E along the West line of the NW¼ section 2 391.2 feet to the point of beginning.

Legal Description 9.1± Acres

Commencing at the Southwest corner of the N½SE¼ of Section 3, T3N, R59W 6th P.M., thence N0°13'W 939.2 feet, thence S43°59'E 744.1 feet, thence S33°16'E 489.4 feet to a point on the South line of the N½SE¼ of Section 3, thence N89°36'W 781.5 feet to the point of beginning.

3-19-95

*Barry D. Herring*

PLS 2853  
 State of Colorado



RECEIVED

APR 30 1960  
DIVISION OF GROUND WATER



Form F (Rev.)  
7-5745M  
SEP 20 1960  
DIVISION OF GROUND WATER  
OFFICE OF THE STATE ENGINEER

Well Permit #14618

REGISTRATION NO. 14618 OF WELL

STATE ENGINEER

Registrant Charles Godo Estate <sup>cf</sup> Raymond J. Godo Date April 27 1960

P.O. Address Route # 2 Ft. Morgan, Colo.

WELL LOCATION

Depth 218 ft. Diameter 18 in.

County Morgan

Casing : 138 ft. Plain; 80 ft. Perfor.

SW 1/4, NE 1/4 Section 36

Static Water Level 66 ft. from top

Twp. 4N, Rge. 59W, 6 th PM

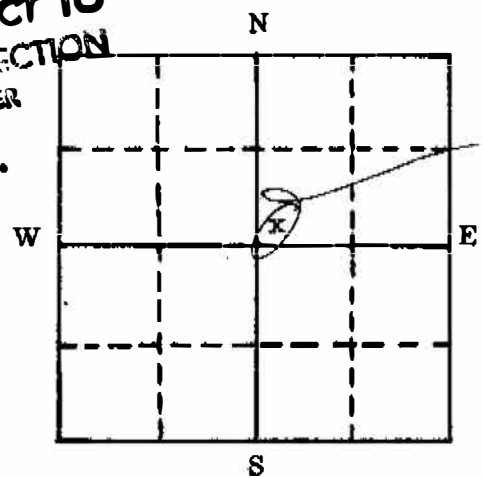
Yield 1400 (gpm)(cfs) from 77

ACCEPTED SUBJECT TO SECTION

Used for Irrigation

ALL in/at STATE ENGINEER

160 Acres in NE 1/4 of Sec. 36, T 4N, R 59W, Morgan Co. (legal description of land or site)



Water conveyed by Ditch, size

PUMP DATA

Type Turbine Size 10"

Driven by Electric Motor at 1770 RPM

Well was first used June 20, 1951 cfs

for Irrigation using 1400 gpm

Well enlarged, 19 to deepened (gpm)(cfs)(ft)

WELL TO BE LOCATED AS ACCURATELY AS POSSIBLE WITHIN A SMALL SQUARE WHICH REPRESENTS 40 ACRES; OR IF IN A TOWN OR SUBDIVISION FILL IN THE FOLLOWING:

Town or Subdivision

Street address or Lot and Block

The above well (has) (has not) been registered in the Office of the State Engineer prior to May 1, 1957. If Registered give Filing No.

If NOT Registered prior to May 1, 1957, a \$5.00 filing fee accompanies this form.

The above statements are true and correct to the best of my knowledge and belief. Subscribed and Sworn before me

this 27th day of April, 1960.

Charles Godo, Estate

My commission expires August 24, 1963

by Raymond J. Godo Registrant

(SEAL) Betty L. Mema Notary Public

FOR STATE ENGINEER'S USE

IRRIGATION

Located in 1-1 district, Morgan County for

Registration No. 2314 in 1-1 40, on APR 30 1960, 19

Log:

0-5	top
5-60	fine sand
60-78	clay
78-98	fine sand
98-104	clay
104-138	fine sand
138-218	80 ft. of gravel





WATER COURT IN AND FOR  
DISTRICT I, STATE OF COLORADO  
CASE : W-2704 B- 29

FILED IN  
WATER COURT  
DIVISION I  
WELD CO., COLO.  
NOV 10 1975  
LENE BUHLER  
CLERK

IN THE MATTER OF THE APPLICATION )  
FOR WATER RIGHTS OF )

ANNA M. GODO, MARGARET GODO, )  
RAYMOND J. GODO & LLOYD C. GODO )

RECEIVED  
JUN 08 1981

WATER RESOURCES  
STATE ENGINEER  
OFFICE

D E C R E E

IN THE SOUTH PLATTE RIVER OR )  
ITS TRIBUTARIES )

TRIBUTARY INVOLVED )  
IN MORGAN COUNTY, COLORADO. )

THIS CLAIM, having been filed with the Water Clerk, Water Division I,  
on May 26, 1972, and the Court being fully advised in the premises, does  
hereby find:

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

The Court having read and considered the verified application as  
originally filed herein and having heard and considered the evidence, the  
exhibits and all testimony now heretofore taken and being fully advised  
in the premises, doth decree as follows:

IT IS HEREBY DECREED:

- 1. The name and address of the claimant:

ANNA M. GODO, MARGARET GODO,  
RAYMOND J. GODO & LLOYD C. GODO  
424 South Pennsylvania  
Denver, Colorado

- 2. The name of the structures:

Godo Well No. 14618

- 3. The legal description of the structures:

Godo Well No. 14618 is located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36,  
Township 4 North, Range 59 West of the 6th P. M., Morgan County,  
Colorado, at a point 2594 ft. South from North section line and  
2613 ft. West from East section line, said Section 36.



4. The source of water is:

Groundwater

5. The date of Appropriation:

Godo Well No. 14618: June 20, 1951

6. The amount of water:

Godo Well No. 14618: 2.99 cubic feet per second

7. The use of the water:

Godo Well No. 14618: Irrigation of approximately 160 acres in the NE $\frac{1}{4}$  of Section 36, Township 4 North, Range 59 West of the 6th P.M., Morgan County, Colorado.

DATED this 2<sup>nd</sup> day of October, 1975.

BY THE COURT:

Donald A. Carpenter  
JUDGE DONALD A. CARPENTER  
Water Judge, Division 1

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

Dated November 10, 1975

Lois Boller  
Clerk, Water Court, Division 1  
State of Colorado

# Sample Bidder Card

---

# 101

Retain This Registration to Bid!

---



970-522-7750 • 1-800-748-2589

535 E Chestnut • PO Box 477 • 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 Graff's Turf Land Auction Due Diligence Packet Printed: May 31, 2023.

X \_\_\_\_\_

**No. 101**

©

# Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-6-23) (Mandatory 1-24)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## CONTRACT TO BUY AND SELL REAL ESTATE (LAND) Property with No Residences Property with Residences-Residential Addendum Attached

Date: \_\_\_\_\_

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title to the Property described below as  Joint Tenants  Tenants In Common  Other \_\_\_\_\_.

**2.2. No Assignability.** ~~This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.~~

**2.3. Seller.** \_\_\_\_\_ (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado (insert legal description):

known as: \_\_\_\_\_  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

~~If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.~~

**2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

**2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Leased Items.** ~~The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):~~

54  
55  
56  
57 **2.6. Exclusions.** The following items are excluded (Exclusions):  
58  
59

60  
61  
62  
63 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

64  **2.7.1. Deeded Water Rights.** The following legally described water rights:  
65  
66

67  
68 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

69  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,  
70 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:  
71

72  
73  
74  
75  
76  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
77 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
78 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
79 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
80 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
81 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
82 \_\_\_\_\_.

83  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
84  
85

86  
87 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
88 conveyed as part of the Purchase Price as follows:  
89

90  
91  
92 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
93 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

94 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
95 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights  
96 to Buyer by executing the applicable legal instrument at Closing.

97 **2.7.7. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water  
98 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

99 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
100  
101  
102

103 **3. DATES, DEADLINES AND APPLICABILITY.**

104 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	<b>Acceptance Deadline Date</b>	
47	§ 27	<b>Acceptance Deadline Time</b>	

105 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
108 "None", such provision means that "None" applies.

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

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
120 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession). The Seller  
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
131 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract ~~unless the parties mutually agree~~  
133 ~~to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the~~  
134 ~~company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to~~  
135 ~~have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado~~  
136 ~~residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest~~  
137 ~~Money Holder in this transaction will be transferred to such fund.~~

138 **4.3.1. Alternative Earnest Money Deadline.** ~~The deadline for delivering the Earnest Money, if other than at the~~  
139 ~~time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.~~

140 **4.3.2. Disposition of Earnest Money.** ~~If Buyer has a Right to Terminate and timely terminates, Buyer is entitled~~  
141 ~~to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided~~  
142 ~~in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,~~  
143 ~~Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release~~  
144 ~~form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23~~  
145 ~~(Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release~~  
146 ~~form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money~~  
147 ~~Release form), within three days of Buyer's receipt.~~

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** ~~If Seller fails to timely execute and return the~~  
149 ~~Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**~~  
150 ~~**is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.~~

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer**  
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
165 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional  
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
170  **Conventional**  **Other** \_\_\_\_\_;

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
172 set forth in § 4.1. (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
173 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
174 **Property Insurance Premium** and  \_\_\_\_\_;

175 Buyer agrees to pay a loan transfer fee not to exceed \$\_\_\_\_\_. At the time of assumption, the new interest rate will  
176 not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$\_\_\_\_\_ per \_\_\_\_\_ principal and  
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$\_\_\_\_\_, or if any other terms or  
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release  
181 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
182 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
183 not to exceed \$\_\_\_\_\_.

184 **4.7. Seller or Private Financing.**

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

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
190  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
191 **Private Financing Deadline.**

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**  
195 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**  
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

200 

<b>TRANSACTION PROVISIONS</b>
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201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS.** Omitted as inapplicable.

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.



262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
263  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
264 agent or all three.

265 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
266 Communities and subject to one or more declarations (Association).

267 ~~**7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
281 ASSOCIATION.~~

282 ~~**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below);  
283 at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association  
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
285 of the Association Documents, regardless of who provides such documents.~~

286 ~~**7.3. Association Documents.** Association documents (Association Documents) consist of the following:~~

287 ~~**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
289 C.R.S.;~~

290 ~~**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and~~

294 ~~**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
297 (Association Insurance Documents);~~

298 ~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
299 disclosed in the Association's last Annual Disclosure;~~

300 ~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
308 7.3.5., collectively, Financial Documents);~~

309 ~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
313 elements or limited common elements of the Association property.~~

314 ~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
315 Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in  
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
317 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title. See Due Diligence Packet**

325  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
328 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
329 and delivered to Buyer as soon as practicable at or after Closing.

330  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
339  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
343 § 8.7. (Right to Object to Title, Resolution):

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record  
376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing and Metropolitan Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO  
383 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES  
384 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE  
385 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT  
386 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
387 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
388 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
389 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING  
390 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
391 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.

392 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
393 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
394 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
395 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
396 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
397 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
398 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
399 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
400 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
401 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

402 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
403 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
404 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
405 such right. If the third party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
406 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
407 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
408 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
409 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

410 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
411 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
412 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
413 applicable deadline, Buyer has the following options:

414 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
415 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
416 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
417 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
418 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
419 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
420 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
421 applicable documents; or

422 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
423 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

424 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
425 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
426 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
427 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
428 laws and governmental regulations concerning land use, development and environmental matters.

429 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~  
430 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~  
431 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~  
432 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~  
433 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~  
434 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~  
435 ~~**GAS OR WATER.**~~

436 ~~8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO~~  
437 ~~ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A~~  
438 ~~MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND~~  
439 ~~RECORDER.~~

440 ~~8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT~~  
441 ~~TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION~~  
442 ~~OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING~~  
443 ~~OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

444 ~~8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL~~  
445 ~~INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING~~  
446 ~~DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL~~  
447 ~~AND GAS CONSERVATION COMMISSION.~~

448 ~~8.8.5. Title Insurance Exclusions.~~ Matters set forth in this Section and others, may be excepted, excluded from, or  
449 not covered by the owner's title insurance policy.

450 ~~8.9. Mineral Rights Review.~~ Buyer  Does  Does Not have a Right to Terminate if examination of the Mineral  
451 Rights is unsatisfactory to Buyer on or before the ~~Mineral Rights Examination Deadline.~~

452 **9. NEW ILC, NEW SURVEY.**

453 ~~9.1. New ILC or New Survey.~~ If the box is checked, (1)  ~~New Improvement Location Certificate (New ILC);~~ or, (2)  
454  ~~New Survey~~ in the form of \_\_\_\_\_; is required and the following will apply:

455 ~~9.1.1. Ordering of New ILC or New Survey.~~  Seller  Buyer will order the New ILC or New Survey. The  
456 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
457 after the date of this Contract.

458 ~~9.1.2. Payment for New ILC or New Survey.~~ The cost of the New ILC or New Survey will be paid, on or before  
459 Closing, by:  Seller  Buyer or:

460  
461  
462 ~~9.1.3. Delivery of New ILC or New Survey.~~ Buyer, Seller, the issuer of the Title Commitment (or the provider of  
463 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before ~~New~~  
464 ~~ILC or New Survey Deadline.~~

465 ~~9.1.4. Certification of New ILC or New Survey.~~ The New ILC or New Survey will be certified by the surveyor to  
466 all those who are to receive the New ILC or New Survey.

467 ~~9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.~~ Buyer may select a New ILC or New  
468 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New~~  
469 ~~Survey Objection Deadline.~~ Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
470 Seller incurring any cost for the same.

471 ~~9.3. New ILC or New Survey Objection.~~ Buyer has the right to review and object based on the New ILC or New Survey.  
472 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
473 Buyer may, on or before ~~New ILC or New Survey Objection Deadline~~, notwithstanding § 8.3. or § 13:

474 ~~9.3.1. Notice to Terminate.~~ Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

475 ~~9.3.2. New ILC or New Survey Objection.~~ Deliver to Seller a written description of any matter that was to be  
476 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

477 ~~9.3.3. New ILC or New Survey Resolution.~~ If a ~~New ILC or New Survey Objection~~ is received by Seller, on or  
478 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on  
479 or before ~~New ILC or New Survey Resolution Deadline~~, this Contract will terminate on expiration of the ~~New ILC or New Survey~~  
480 ~~Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
481 termination (i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline~~).

482 

<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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483 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
484 **WATER.**

485 ~~10.1. Seller's Property Disclosure.~~ On or before ~~Seller's Property Disclosure Deadline~~, Seller agrees to deliver to Buyer  
486 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
487 to Seller's actual knowledge and current as of the date of this Contract.

488 ~~10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.~~ Seller must disclose to Buyer  
489 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
490 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

~~10.3.1. Inspection Termination.~~ On or before the ~~Inspection Termination Deadline~~, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

~~10.3.2. Inspection Objection.~~ On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

~~10.3.3. Inspection Resolution.~~ If an Inspection Objection is received by Seller, on or before ~~Inspection Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~, this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of ~~Inspection Resolution Deadline~~). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

~~10.5. Insurability.~~ Buyer has the Right to Terminate under § 24.1., on or before ~~Property Insurance Termination Deadline~~, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~:

~~10.6.1.1. Occupancy Agreements.~~ All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

~~10.6.1.2. Leased Items Documents.~~ If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~. Buyer  Will  Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items):

~~10.6.1.3. Encumbered Inclusions Documents.~~ If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~. Buyer  Will  Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions):

~~10.6.1.4. Other Documents.~~ If the respective box is checked, Seller agrees to additionally deliver copies of the following:

~~10.6.1.4.1.~~ All contracts relating to the operation, maintenance and management of the Property;

~~10.6.1.4.2.~~ Property tax bills for the last \_\_\_\_\_ years;

- 550  **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including  
 551 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the  
 552 extent now available;
- 553  **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 554  **10.6.1.4.5.** Operating statements for the past \_\_\_\_\_ years;
- 555  **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 556  **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but  
 557 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 558  **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which  
 559 have been made for the past \_\_\_\_ years;
- 560  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if  
 561 not delivered earlier under § 8.3.);
- 562  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
 563 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,  
 564 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no  
 565 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to  
 566 Seller;
- 567  **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the  
 568 compliance of the Property with said Act;
- 569  **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any  
 570 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use  
 571 authorizations, if any; and
- 572  **10.6.1.4.13.** Other:
- 573  
574  
575  
576  
577  
578

579 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
 580 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
 581 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

582 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
 583 or

584 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
 585 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

586 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
 587 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
 588 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
 589 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
 590 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

591 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**  
 592 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
 593 the Property, in Buyer's sole subjective discretion.

594 **10.6.4. Due Diligence — Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
 595 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
 596  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with most current version  
 597 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_;  
 598 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
 599 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
 600 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
 601 tenants' business uses of the Property, if any.

602 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
 603 **Inspection Termination Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
 604 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the  
 605 **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
 606 Environmental Site Assessment.

607 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the  
 608 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

609 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
610 subjective discretion.

611 Buyer has the Right to Terminate under § 24.1., on or before ~~ADA Evaluation Termination Deadline~~, based on any  
612 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

613 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
614 owned by Buyer and commonly known as \_\_\_\_\_, Buyer has  
615 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
616 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
617 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
618 provision.

619 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
620 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
621 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
622 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
623 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
624 **DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

625 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
626 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
627 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
628 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
629 or delayed.

630 **10.10. Lead-Based Paint.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

631 **10.11. Carbon Monoxide Alarms.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

632 **10.12. Methamphetamine Disclosure.** [~~Intentionally Deleted - See Residential Addendum if applicable~~]

## 633 11. TENANT ESTOPPEL STATEMENTS.

634 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
635 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
636 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
637 attached to a copy of the Lease stating:

638 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

639 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~  
640 ~~amendments;~~

641 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

642 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

643 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

644 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~  
645 ~~demising the premises it describes.~~

646 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
647 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
648 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

649 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**  
650 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
651 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
652 waive any unsatisfactory Estoppel Statement.

## 653 CLOSING PROVISIONS

### 654 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

655 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
656 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
657 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
658 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
659 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
660 Seller will sign and complete all customary or reasonably required documents at or before Closing.

661 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
662 this Contract.

663 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
664 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
665 Buyer. The hour and place of Closing will be as designated by \_\_\_\_\_.

666 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
667 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

668 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
669 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
670 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

671 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
672 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
673 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
674  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
675 sufficient special warranty deed to Buyer, at Closing.

676 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
677 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

678 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
679 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
680 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
681 at or before Closing by Seller from the proceeds of this transaction or from any other source.

682 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
683 **WITHHOLDING.**

684 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
685 to be paid at Closing, except as otherwise provided herein.

686 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
687  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

688 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to ~~Closing Date~~, Seller agrees to  
689 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
690 associated with or specified in the Status Letter will be paid as follows:

691 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  **Buyer**  
692  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

693 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  **Buyer**  **Seller**  **One-Half by Buyer**  
694 **and One-Half by Seller**  **N/A**.

695 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
696 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
697 by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

698 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
699 **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

700 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  **Buyer**  **Seller**  **One-Half by**  
701 **Buyer and One-Half by Seller**  **N/A**.

702 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
703  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

704 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
705 such as community association fees, developer fees and foundation fees, must be paid at Closing by  **Buyer**  **Seller**  
706  **One-Half by Buyer and One-Half by Seller**  **N/A**.

707 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
708 \$\_\_\_\_\_ for:

709  Water Stock/Certificates  Water District  
710  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

711 and must be paid at Closing by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

712 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
713 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

714 **15.9. FIRPTA and Colorado Withholding.**

715 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
716 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
717 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
718 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign



719 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
720 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
721 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
722 if an exemption exists.

723 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
724 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
725 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
726 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
727 tax advisor to determine if withholding applies or if an exemption exists.

728 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet.**

729 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

730 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
731 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy**  
732 **and Most Recent Assessed Valuation;**  **Other** \_\_\_\_\_;

733 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit  
734 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
735 writing of such transfer and of the transferee's name and address.

736 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

737 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

738 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
739 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
740 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
741 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
742 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller.** Except however, any  
743 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
744 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents  
745 there are no unpaid regular or special assessments against the Property except the current regular assessments and  
746 \_\_\_\_\_ Association Assessments are subject to change as provided in the Governing Documents.

747 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
748 subject to the Leases as set forth in § 10.6.1.1.

749 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
750 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
751 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

752 

<b>GENERAL PROVISIONS</b>
---------------------------

753 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
754 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
755 condition existing as of the date of this Contract, ordinary wear and tear excepted.

756 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
757 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
758 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
759 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
760 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
761 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
762 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
763 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
764 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
765 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
766 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
767 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
768 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

769 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
770 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
771 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
772 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

773 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
774 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
775 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
776 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
777 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
778 Closing.

779 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
780 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
781 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~  
782 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
783 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
784 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

785 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
786 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

787 **18.5. Home Warranty.** ~~[Intentionally Deleted]~~

788 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
789 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for  
790 the growing crops.

791 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
792 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
793 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
794 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
795 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
796 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
797 be complied with.

798  
799 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
800 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
801 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
802 has the following remedies:

803 **20.1. If Buyer is in Default:**

804  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
805 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the  
806 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
807 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

808 **20.1.2. Liquidated Damages, Applicable.** ~~This § 20.1.2. applies unless the box in § 20.1.1. is checked.~~ Seller may  
809 ~~cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that~~  
810 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~  
811 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~  
812 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

813 **20.2. If Seller is in Default:**

814 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
815 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
816 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
817 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
818 or damages, or both.

819 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
820 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
821 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
822 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
823 Contract are reserved and survive Closing.

824 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
825 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
826 reasonable costs and expenses, including attorney fees, legal fees and expenses.

827 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
828 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

829 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
830 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
831 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
832 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
833 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
834 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
835 Section will not alter any date in this Contract, unless otherwise agreed.

836 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
837 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
838 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
839 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
840 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
841 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
842 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
843 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
844 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
845 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
846 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

847 **24. TERMINATION.**

848 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
849 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
850 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
851 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
852 and waives the Right to Terminate under such provision.

853 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
854 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

855 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
856 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
857 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
858 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
859 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
860 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

861 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

862 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
863 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
864 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
865 must be received by the party, not Broker or Brokerage Firm).

866 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
867 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
868 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
869 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

870 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
871 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
872 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

873 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
874 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
875 located in Colorado.

876 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
877 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
878 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

879 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
880 copies taken together are deemed to be a full and complete contract between the parties.

881 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
882 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
883 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**  
884 **Diligence and Source of Water.**

885 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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886 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
887 Commission.)

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**30. OTHER DOCUMENTS.**

**30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

**30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

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<b>SIGNATURES</b>
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909 Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

Buyer's Signature	Buyer's Signature
Date	Date
Address: _____	Address: _____
Phone No.: _____	Phone No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____

910 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working With Buyer**

Broker  **Does**  ~~**Does Not**~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  ~~**Buyer's Agent**~~  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**B. Broker Working with Seller**

Broker  **Does**  ~~**Does Not**~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

## EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held June 20, 2024, and in accordance with the terms and conditions of this Specific Performance Contract, the Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the 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 Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024, the Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024, as modified by taped oral statements at the auction shall control.

29-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

29-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024, and heard, understood, and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Graff's Turf Land Auction Due Diligence Packet Printed May 31, 2024. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

29-5.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

29-6.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

# Broker Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(BDB24-10-19) (Mandatory 1-20)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS**

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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### **RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_

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 IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.**

If this is a residential transaction, the following provision applies:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

# Title Commitment





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

Issuing Agent: Northern Colorado Title Services Co., Inc.  
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701  
Issuing Office's ALTA® Registry ID: 0044474  
Commitment No.: NCT25023  
Issuing Office File No.: NCT25023  
Property Address: 9803 N I-76 FRONTAGE RD,  
18519 COUNTY ROAD 12,  
17050 COUNTY ROAD 10  
Fort Morgan, CO 80701

**SCHEDULE A**

1. Commitment Date: **April 15, 2024 at 08:00 AM**

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$200.00

**Proposed Insured: TO BE DETERMINED**

Other Charges:

**TOTAL DUE: \$200.00**

**NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.**

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:

**GRAFF THIEL FARMS, LLC**

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**SCHEDULE A**  
(Continued)

5. The Land is described as follows:

**PARCEL A:**

The SW1/4 of Section 3, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado, EXCEPT that part deeded to Bear Paw Energy, Inc., recorded August 11, 1997 in Book 1015 at Page 119; EXCEPT that part deeded to Charles S. Glazier, recorded August 11, 1997 in Book 1015 at Page 120; AND EXCEPT that part platted in the Corrected Plat of the Sagel Minor Subdivision, recorded in Plat Book 9 at Page 4, all of the records of the County Clerk and Recorder of Morgan County, Colorado.

**AND**

The S1/2 SE1/4 of Section 3, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado, EXCEPT that part deed to Irvine Wilson, recorded in Book 85 at Page 329 of the records of the County Clerk and Recorder of Morgan County, Colorado ( EXCEPTION being the East 5 acres).

**PARCEL B:**

All that part of the NW1/4 and all that part of the N1/2NE1/4 of Section 10, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado, lying North of the Chicago, Burlington and Quincy Railroad; lying North of that certain land described in Right-of-Way Deed, dated April 8, 1955 and recorded in Book 549 at Page 85; also including the vacated county road, formerly existing along the North boundary line of said Section 10, and the South boundary line of said Section 3; and all of the Town of Vallery, including all of the vacated streets and alleys as shown in the original and revised Plats of Vallery, platted in Book 2 at Page 22 Plats on December 31, 1912 and vacated by Deed of Vacation, recorded in Book 263 at Page 246 dated October 27, 1938; Lots 1, 2 and 3, Block 4 as described in Revised Plat of Vallery, EXCEPT that part of the E1/2E1/2NE1/4NE1/4 of Section 10, Township 3 North, Range 59 West of the 6th P.M., more particularly described in Warranty Deed recorded in book 263 at Page 248 all of recorded in the Office of the county Clerk and Recorder of Morgan County, Colorado; and EXCEPT Lots 6, 7, 8, 9, 10 and 11 in Block 9 Revised Plat of Vallery; and, also EXCEPT the real property described in that certain document entitled "Rule and Order" recorded in Book 771 at page 39 of the records of the Morgan County Clerk and Recorder's Office.

**PARCEL C:**

The NE1/4 of Section 36, Township 4 North, Range 59 West of the 6th P.M., Morgan County, Colorado.

**PARCEL D:**

Lots 1 through 6, inclusive, VALLERY FARM SUBDIVISION - MINOR SUBDIVISION - FINAL PLAT, according to the recorded plat thereof. Morgan County, Colorado.

and commonly known as (for informational purposes only):

**9803 N I-76 FRONTAGE RD, 18519 COUNTY ROAD 12,, 17050 COUNTY ROAD 10, FORT MORGAN, CO 80701**

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**SCHEDULE A**  
(Continued)

Northern Colorado Title Services Co., Inc.

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

\_\_\_\_\_  
Authorized Signatory

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## SCHEDULE B, PART II - EXCEPTIONS

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

The Policy will not insure against loss or damage resulting from the terms and 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. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
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 theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) 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), (c) or (d) are shown by the Public Records or listed in Schedule B.

### PARCEL A:

8. Reservation as contained in United States Patent recorded AUGUST 11, 1911 in [Book 82 at Page 98](#) (SW1/4) as follows: Right of way for ditches or canals constructed by the authority of the United States.
9. Reservation as contained in United States Patent recorded JANUARY 2, 1904 in [Book 12 at Page 74](#) (S1/2SE1/4) as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.

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## SCHEDULE B, PART II

(Continued)

10. BIJOU RESERVOIR AND CANAL SYSTEM, RESERVOIRS 1,2,3,4 and rights of way therefor, as evidenced by Map and Sworn Statement filed JULY 11, 1896 as [File No. 21](#) (S1/2SE1/4).
11. BAKER RESERVOIR AND CANAL SYSTEM and rights of way therefor, as evidenced by Map and Sworn Statement filed AUGUST 26, 1897 as [File No. 24](#) (S1/2SE1/4).
12. KIOWA AND BIJOU CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded APRIL 2, 1885 in [Map Book 4 at Page 207](#) (S1/2SE1/4).
13. BIJOU RESERVOIR AND CANAL COMPANY'S CANAL and rights of way therefor, as evidenced by Map and Sworn Statement filed JULY 19, 1889 as [File No. 3](#).
14. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 10, 1902 in [Book 15 at Page 137](#).
15. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by B.H. MCCONNELL AND K.K. MCCONNELL in the Deed to HENRY H. REICHERT AND MARY REICHERT recorded FEBRUARY 23, 1961 in [Book 641 at Page 335](#), and any and all assignments thereof or interests therein.
16. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by HENRY H. REICHERT AND MARY REICHERT in the Deed to LEONARD SAGEL AND CAROLE ANN SAGEL recorded JANUARY 22, 1974 in [Book 741 at Page 745](#), and any and all assignments thereof or interests therein.
17. Easement and right of way for INGRESS AND EGRESS purposes as granted by BIJOU IRRIGATION COMPANY to LEONARD SAGEL and CAROLE ANN SAGEL as contained in instrument recorded SEPTEMBER 25, 1997 in [Book 1017 at Page 403](#), the location of said easement and right of way are more specifically defined in said document.
18. Easement and right of way for PIPELINE purposes as granted by LEONARD SAGEL AND CAROLE SAGEL to BEAR PAW ENERGY INC. as contained in instrument recorded JUNE 15 1998, in [Book 1032 at Page 317](#) (SW1/4), the location of said easement and right of way not being specifically defined.
19. Oil and Gas Lease between THE LAVERN WILSON MCCONNELL ESTATE, FBO CARL MARC MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded JUNE 3, 2016 at [Reception No. 899861](#), and any and all assignments thereof or interests 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.
20. Oil and Gas Lease between NORMA G. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901205](#), and any and all assignments thereof or interests 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.
21. Oil and Gas Lease between ROBERT K. MCCONNELL and GLADYS T. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901252](#), and any and all assignments thereof or interests 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.

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## SCHEDULE B, PART II

(Continued)

22. Oil and Gas Lease between ROBERT K. MCCONNELL and GLADYS T. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901268](#), and any and all assignments thereof or interests 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.
23. Any claim that the title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyard Act (7 U.S.C. 181 et seq) or under similar state laws.
24. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in [Book 62 at page 109](#).
25. Burdens, obligations, conditions, stipulations and restrictions of any and all unrecorded leases and tenancies.
26. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) COLORADO INTERSTATE GAS COMPANY, RECORDED JULY 26, 1984 IN [BOOK 858 AT PATE 228](#); (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#); (D) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN [BOOK 947 AT PAGE 824](#); AND (E) KNERGY, INC., RECORDED MARCH 9, 1984 IN [BOOK 852 AT PAGE 750](#).

### PARCEL B:

27. Reservation as contained in United States Patent recorded NOVEMBER 4, 1891 in [Book 32 at Page 220](#) (N1/2NE1/4 10-3-59); and FEBRUARY 28, 1908 in [Book 44 at Page 64](#) (NW1/4 10-3-59) as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises.
28. BIJOU RESERVOIR AND CANAL SYSTEM, RESERVOIRS 1,2,3,4 and rights of way therefor, as evidenced by Map and Sworn Statement filed JULY 11, 1896 as [File No. 21](#).
29. BIJOU RESERVOIR AND CANAL COMPANY'S CANAL and rights of way therefor, as evidenced by Map and Sworn Statement filed JULY 19, 1889 as [File No. 3](#).
30. BAKER RESERVOIR AND CANAL SYSTEM and rights of way therefor, as evidenced by Map and Sworn Statement filed AUGUST 26, 1897 as [File No. 24](#).
31. KIOWA AND BIJOU CANAL and rights of way therefor, as evidenced by Map and Sworn Statement recorded APRIL 2, 1885 in [Map Book 4 at Page 207](#).
32. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 10, 1902 in [Book 15 at Page 137](#).

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## SCHEDULE B, PART II

(Continued)

33. An undivided 1/2 interest in all oil, gas and other mineral rights, as conveyed by B.H. MCCONNELL AND R.K. MCCONNELL in the instrument to ROBERT L. KULA recorded AUGUST 10, 1965 in [Book 691 at Page 245](#), and any and all assignments thereof or interests therein.
34. Easement and right of way for PUBLIC HIGHWAY purposes as granted by MCCREERY-CANFIELD REALTY COMPANY, A CORP. to COUNTY OF MORGAN as contained in instrument recorded JANUARY 7, 1927, in [Book 244 at Page 43](#), the location of said easement and right of way described as follows: W1/2 OF SECTION 10.
35. DEED FOR HIGHWAY PURPOSES FROM B.H. MCCONNELL AND R.K. MCCONNELL TO THE DEPARTMENT OF HIGHWAYS, THE STATE HIGHWAY COMMISSION OF COLORADO, RECORDED APRIL 15, 1955 IN [BOOK 549 AT PAGE 85](#), SAID DEED CONVEYING PART OF THE N1/2NW1/4 AND PART OF THE N1/2NE1/4 OF SAID SEC. 10., BEING MORE PARTICULARLY DESCRIBED. ALSO RESERVING UNTO THE GRANTORS ALL MINERALS, OIL AND GAS LYING IN OR UNDER THE ABOVE DESCRIBED PARCELS OF LAND.
36. RIGHT TO DENY OR RESTRICT EACH AND EVERY RIGHT OF ACCESS TO AND FROM THE LAND INSURED HEREBY AS DESCRIBED IN DEED FROM B.H. MCCONNELL AND R.K. MCCONELL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, RECORDED APRIL 15, 1955 IN [BOOK 549 AT PAGE 87](#).
37. All oil, gas and other mineral rights presently owned by them in and to the subject property as reserved in Deed from LEONARD SAGEL AND CAROLE ANN SAGEL to BEAR PAW ENERGY, INC., recorded AUGUST 11, 1997 in [Book 1015 at Page 119](#), and any and all assignments thereof or interests therein.
38. All oil, gas and other mineral rights presently owned by them in and to the subject property as reserved in Deed from LEONARD SAGEL AND CAROLE ANN SAGEL to CHARLES S. GLAZIER, recorded AUGUST 11, 1997 in [Book 1015 at Page 120](#), and any and all assignments thereof or interests therein.
39. Oil and Gas Lease between THE LAVERN WILSON MCCONNELL ESTATE, FBO CARL MARC MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded JUNE 3, 2016 at [Reception No. 899861](#), and any and all assignments thereof or interests 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.
40. Oil and Gas Lease between NORMA G. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901205](#), and any and all assignments thereof or interests 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.
41. Oil and Gas Lease between ROBERT K. MCCONNELL and GLADYS T. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901252](#), and any and all assignments thereof or interests 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.

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## SCHEDULE B, PART II

(Continued)

42. Oil and Gas Lease between ROBERT K. MCCONNELL and GLADYS T. MCCONNELL and BIJOU CREEK HOLDINGS, LLC, recorded AUGUST 25, 2016 at [Reception No. 901268](#), and any and all assignments thereof or interests 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.
43. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in [Book 62 at page 109](#).
44. Burdens, obligations, conditions, stipulations and restrictions of any and all unrecorded leases and tenancies.
45. Any claim that the title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyard Act (7 U.S.C. 181 et seq) or under similar state laws.
46. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) COLORADO INTERSTATE GAS COMPANY, RECORDED JULY 26, 1984 IN [BOOK 858 AT PATE 228](#); (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#); (D) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN [BOOK 947 AT PAGE 824](#); AND (E) KNEENERGY, INC., RECORDED MARCH 9, 1984 IN [BOOK 852 AT PAGE 750](#).

### PARCEL C:

47. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions or as provided by law, as contained in Colorado State Patent recorded JULY 27, 1951 in [Book 494 at page 383](#).
48. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 23, 1888 in [Book 15 at Page 241](#), said road to be not less than 60 feet in width.
49. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 10, 1902 in [Book 15 at Page 137](#).
50. Easement and right of way for POWER TRANSMISSION purposes as granted by THE STATE OF COLORADO to THE UNITED STATES OF AMERICA as contained in instrument recorded NOVEMBER 14, 1941 in [Book 397 at Page 1](#), the location of said easement and right of way are more specifically defined in said document.
51. All interest in oil, gas and other mineral rights as reserved by STATE OF COLORADO in PATENT to CHARLES GODO recorded JULY 27, 1951 in [Book 494 at Page 383](#), and any and all assignments thereof or interests therein.

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## SCHEDULE B, PART II

(Continued)

52. Oil and Gas Lease between STATE OF COLORADO acting by and through the State Board of Land Commissioners and KENDALL P. CARLSON & LEE A. LAIR dba carlson-lair, recorded MAY 29, 1984 in [Book 856 at page 191](#), and any and all assignments thereof or interests therein.
53. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in [Book 62 at page 109](#).
54. Burdens, obligations, conditions, stipulations and restrictions of any and all unrecorded leases and tenancies.
55. Any claim that the title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyard Act (7 U.S.C. 181 et seq) or under similar state laws.
56. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

### PARCEL D:

57. Reservation as contained in United States Patent recorded JANUARY 2, 1904 in [Book 12 at page 74](#) (S1/2SE1/4 3-3-59); and recorded November 4, 1891 in [Book 32 at page 220](#) (N1/2NW1/4 11-3-59) as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
58. Reservation as contained in United States Patent recorded MAY 31, 1911 in Book 82 at Page 60 (SW1/4 2-3-59); and recorded AUGUST 21, 1920 in [Book 155 at page 258](#) (N1/2SE1/4 3-3-59) as follows: Right of way for ditches or canals constructed by the authority of the United States.
59. Right of way for ROAD purposes as specified in that ROAD VIEWER'S REPORT recorded JANUARY 10, 1902 in [Book 15 at Page 137](#).
60. Bijou Reservoir and Canal System, Reservoirs 1-4 and rights of way therefor, as evidenced by Map and Sworn Statement recorded July 11, 1896 in [File No. 21](#).
61. Bijou Reservoir and Canal Company's Canal and rights of way therefor, as evidenced by Map and Sworn Statement recorded July 19, 1889 in [File No. 3](#).
62. Baker Reservoir and Canal System and rights of way therefor, as evidenced by Map and Sworn Statement recorded August 26, 1897 in [File No. 24](#).

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## SCHEDULE B, PART II

(Continued)

63. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by Louis Butler in the instrument to Homer B. Acre and Eugene H. Robinson recorded October 13, 1943 in [Book 406 at Page 346](#), and any and all assignments thereof or interests therein. (SW1/4 2-3-59)
64. An undivided 3/4 interest in all oil, gas and other mineral rights, as reserved by Herbert E. Gottschalk in the instrument to William F. Larrick and Louise G. Larrick recorded December 26, 1951 in [Book 499 at Page 220](#), and any and all assignments thereof or interests therein. ( E 5 acres S1/2SE1/4)
65. An undivided 3/4 interest in all oil, gas and other mineral rights, together with rights to prospect, drill and mine the same, (N1/2NW1/4 11-3-59), an undivided 7/8 interest (SW1/4 2-3-59) and undivided 3/4 interest N1/2SE1/4 3-3-59) as reserved by Herbert E. Gottschalk in the instrument to William F. Larrick and Louise G. Larrick recorded December 26, 1951 in [Book 499 at Page 221](#), and any and all assignments thereof or interests therein.
66. All oil, gas and other mineral rights presently owned by them in and to the subject property, with an exception as to 1/16 the portion of such mineral rights, presently owned by grantor, which passes to the grantees hereunder for a term of 10 years, so long as mineral are produced from said land, as reserved in Deed from Larrick Farms, Inc. to Ronald G. Sanders and Rose A. Sanders, recorded April 18, 1958 in [Book 598 at Page 341](#), and any and all assignments thereof or interests therein.
67. All oil, gas and other mineral rights presently owned by them in and to the subject property as reserved in Deed from Harry W. Nichoalds, Jr. to Elton D. Deines, recorded November 24, 1961 in [Book 651 at Page 141](#), and any and all assignments thereof or interests therein.
68. Each and every right of access to and from any part of the right of way for Colorado State Highway No. 2, as conveyed to the Department of Highways, State of Colorado by Deed recorded OCTOBER 6, 1955 in [Book 558 at Page 474](#).
69. Easement and right of way for pipe line purposes as granted by Claude E. Segley to Kansas Nebraska Natural Gas Company as contained in instrument recorded February 27, 1967, in [Book 700 at Page 98](#), the location of said easement and right of way not being specifically defined, being through the SW1/4 Sec. 2; N1/2NW1/4 Sec. 11-3-59
70. Easement and right of way for pipe line purposes as granted by Nicholas G. Carey and Jessie M. Carey to Kansas Nebraska Natural Gas Company as contained in instrument recorded October 9, 1968, in [Book 710 at Page 66](#), the location of said easement and right of way not being specifically defined, being through the SW1/4 of Sec. 2 and NW1/4NW1/4 Sec. 11.
71. Easement and right of way for roadway purposes as granted by Conrad Kembel and Marie Kembel to Nicholas Carey and Jessie M. Carey as contained in instrument recorded February 5, 1969, in [Book 711 at Page 711](#), the location of said easement and right of way not being specifically defined, said easement being along the West line of the N1/2NW1/4 of said Sec. 11 and SW1/4 of Section 2.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

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## SCHEDULE B, PART II

(Continued)

72. Easement and right of way for operation and maintenance of communication facilities purposes as granted by Lab Line Hog Company to The Mountain States Telephone and Telegraph Company as contained in instrument recorded December 16, 1989, in [Book 918 at Page 72](#), the location of said easement and right of way being defined in said document.
73. Easement and right of way for pipeline purposes as granted by Lab Line Hog Company to Bear Paw Energy, Inc. as contained in instrument recorded June 13, 1998, in [Book 1032 at Page 314](#), the location of said easement and right of way not being specifically defined.
74. Burdens, obligations, conditions, stipulations and restrictions of any and all unrecorded leases and tenancies.
75. Easements for utility, irrigation and access purposes as shown on the recorded plat of Vallery Farm Minor Subdivision, recorded in [Book 7 at Page 33](#).
76. All recorded covenants, conditions, restrictions, leases and assignments thereof, and mineral leases and assignments thereof.
77. Any claim that the title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyard Act (7 U.S.C. 181 et seq) or under similar state laws.
78. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 502](#); (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN [BOOK 821 AT PAGE 514](#); AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN [BOOK 825 AT PAGE 656](#).

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

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**WELL CONSUMPTIVE USE**

<b>Name</b>	<b>Well #</b>	<b>Year</b>	<b>Consumptive Use</b>	<b>Assessment</b>	<b>Total</b>	
Graff	3060	2014	116.99	\$ 20.00	\$ 2,339.80	<b>PARCEL #1B--EAST WELL</b>
Graff	3060	2015	139.17	\$ 20.00	\$ 2,783.40	
Graff	3060	2016	168.03	\$ 20.00	\$ 3,360.60	
Graff	3060	2017	179.73	\$ 20.00	\$ 3,594.60	
Graff	3060	2018	200.25	\$ 20.00	\$ 4,005.00	
Graff	3060	2019	211.68	\$ 20.00	\$ 4,233.60	
Graff	3060	2020	227.81	\$ 20.00	\$ 4,556.20	
Graff	3060	2021	230.9	\$ 16.00	\$ 3,694.40	
Graff	3060	2022	320.67	\$ 20.00	\$ 6,413.40	
Graff	3060	2023	202.3	\$ 20.00	\$ 4,046.00	
Graff (1/2)	6545F	2014	4.38	\$ 20.00	\$ 87.60	<b>PARCEL #1B--WEST WELL</b>
Graff (1/2)	6545F	2015	22.04	\$ 20.00	\$ 440.80	
Graff (1/2)	6545F	2016	0	\$ 20.00	\$ -	
Graff (1/2)	6545F	2017	18.48	\$ 20.00	\$ 369.60	
Graff (1/2)	6545F	2018	27.3	\$ 20.00	\$ 546.00	
Graff (1/2)	6545F	2019	25.12	\$ 20.00	\$ 502.40	
Graff (1/2)	6545F	2020	64.16	\$ 20.00	\$ 1,283.20	
Graff (1/2)	6545F	2021	89.74	\$ 16.00	\$ 1,435.84	
Graff (1/2)	6545F	2022	56.41	\$ 20.00	\$ 1,128.20	
Graff (1/2)	6545F	2023	31.676	\$ 20.00	\$ 633.52	
Graff (1/2)	1252	2014	17.49	\$ 20.00	\$ 349.80	<b>PARCEL #1A</b>
Graff (1/2)	1252	2015	22.04	\$ 20.00	\$ 440.80	
Graff (1/2)	1252	2016	57.81	\$ 20.00	\$ 1,156.20	
Graff (1/2)	1252	2017	18.48	\$ 20.00	\$ 369.60	
Graff (1/2)	1252	2018	27.43	\$ 20.00	\$ 548.60	
Graff (1/2)	1252	2019	25.12	\$ 20.00	\$ 502.40	
Graff (1/2)	1252	2020	64.16	\$ 20.00	\$ 1,283.20	
Graff (1/2)	1252	2021	89.74	\$ 16.00	\$ 1,435.84	
Graff (1/2)	1252	2022	56.41	\$ 20.00	\$ 1,128.20	
Graff (1/2)	1252	2023	38.781	\$ 20.00	\$ 775.62	
Graff Turf Farms	14618	2014	133.39	\$ 20.00	\$ 2,667.80	<b>PARCEL #2</b>
Graff Turf Farms	14618	2015	143.61	\$ 20.00	\$ 2,872.20	
Graff Turf Farms	14618	2016	154.69	\$ 20.00	\$ 3,093.80	
Graff Turf Farms	14618	2017	173.28	\$ 20.00	\$ 3,465.60	
Graff Turf Farms	14618	2018	208.8	\$ 20.00	\$ 4,176.00	
Graff Turf Farms	14618	2019	192.84	\$ 20.00	\$ 3,856.80	
Graff Turf Farms	14618	2020	219.54	\$ 20.00	\$ 4,390.80	
Graff Turf Farms	14618	2021	216.45	\$ 16.00	\$ 3,463.20	
Graff Turf Farms	14618	2022	230.48	\$ 20.00	\$ 4,609.60	
Graff Turf Farms	14618	2023	181.203	\$ 20.00	\$ 3,624.06	

Assessments changed to a 10 year average of CU instead of previous years total.



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# House on Parcel #1B Property Record Card

Morgan

**GRAFF THIEL FARMS  
LLC**

P O BOX 715  
FORT MORGAN, CO 80701

Account Type 4000 - AG

**Account: R016947**

Tax Area: 245 - RE 3

Acres: 3.940

**Parcel: 1225-110-02-004**

Situs Address:  
17050 CO RD 10  
FORT\_MORGAN, 80701

Economic Area 6 - INNER RR RESD

## Value Summary

Value By:	Market	Override
Land (1)	\$860	N/A
Outbuilding (1)	\$540	N/A
Residential (1)	\$248,070	N/A
Residential (2)	\$27,790	N/A
<b>Total</b>	<b>\$277,260</b>	<b>\$277,260</b>

## Legal Description

Subd: VALLERY FARMS MINOR SUB, FM (02,03,11-3-59) Lot: 04 S: 02 T: 3 R: 59 PARC W12SW1/4 & S: 03 T: 3 R: 59 PARC N1/2SE1/4 & S: 11 T: 3 R: 59 PARC NW1/4



## Public Remarks

Entry Date	Model	Remark
	Outbuilding Occurrence 1	STORAGE SHED

## Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
858928	12/03/2009	WD	UI	N	\$3,057,000	9.07	\$3,057,000	9.07	\$3,057,000	9.07
815819	02/26/2004	JTD	UI	N	\$479,650	57.80	\$479,650	57.80	\$479,650	57.80

## Land Occurrence 1

Property Code 4107 - SPRINKLER IRRIGATED LAND Land Use Code 410737 - SPR SD3

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		3.94		

# Property Record Card

Morgan

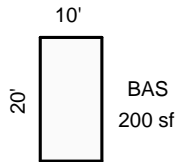
## Land Occurrence 1

Acres		3.94		
Total		3.94		
	<b>Value</b>		<b>Rate</b>	
	\$860		218.27	

## Outbuilding Occurrence 1

Property Code	4277 - FARM/RANCH RESIDENCE	Neighborhood	320 - SUBD IN TWN 3-4 RNG 59-60
Building Type	40 - AG CONST	Architectural Style	3 - UTILITY
Exterior Wall	3 - WOOD	Percent	100
Roof Cover	1 - METAL	Roof Structure	2 - WOOD
Interior Wall	2 - MIN ELECTRIC	Percent	100
Floor	1 - DIRT/WOOD	Percent	100
Heating Fuel	0 - NONE	Heating Type	0 - NONE
Construction Quality	2 - BELOW AVG	Frame	0 - NONE
Condition	2 - BELOW AVG COND	Shape	1 - Size
Stories	1 - 1 STORY	Wall Fin	0 - NONE
Story Height	7 FT	Perimeter	60
Perimeter Range	1 - 1 TO 75	Actual Year Built	1940
Effective Year Built	1960	Depreciation	DEP25 - DEP25

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	200	200	200	200
Total	200.00	200.00	200.00	200.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$540	2.70	2.70	2.70



Sketch by Apex Medina™

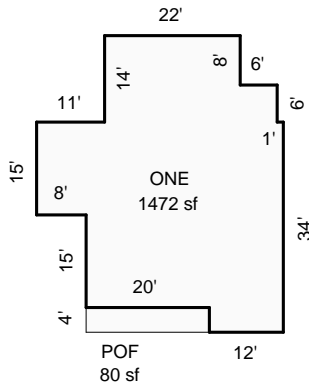
# Property Record Card

Morgan

## Residential Occurrence 1

Property Code	4277 - FARM/RANCH RESIDENCE	Neighborhood	320 - SUBD IN TWN 3-4 RNG 59-60
Building Type	10 - RESD CONST	Architectural Style	5 - CONV 1 STORY
Exterior Wall	11 - METAL/VINYL LAP	Percent	100
Roof Cover	11 - COLOR PANEL	Roof Structure	4 - GABLE/HIP
Interior Wall	3 - DRYWALL	Percent	100
Floor	8 - CARPET 4 - LINOLEUM	Percent	80 20
Heating Fuel	3 - GAS	Heating Type	4 - F/A DUCTED
Air Conditioning	3 - CENTRAL AIR	Construction Quality	3 - AVERAGE
Frame	1 - 2 X 4 FRAME	Condition	3 - AVERAGE COND
Shape	4 - Irregular	Stories	1 - 1 STORY
Baths	1	Bedrooms	3
Actual Year Built	1899	Effective Year Built	1939
Depreciation	DEP01 - DEP01		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Main Floor	1472	1472	1472	1472
Open Porch		80	6	
Total	1,472.00	1,552.00	1,478.00	1,472.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$248,070	168.53	159.84	167.84



Sketch by Apex Medina™

## Residential Occurrence 2

Property Code	4277 - FARM/RANCH RESIDENCE	Neighborhood	320 - SUBD IN TWN 3-4 RNG 59-60
Building Type	10 - RESD CONST	Architectural Style	97 - LARGE MISC 860+
Exterior Wall	14 - COLOR PANEL	Percent	100
Roof Cover	11 - COLOR PANEL	Roof Structure	4 - GABLE/HIP
Interior Wall	1 - NONE	Percent	100

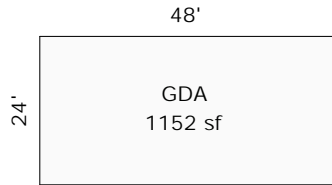
# Property Record Card

Morgan

## Residential Occurrence 2

Floor	2 - CONCRETE	Percent	100
Heating Fuel	1 - NONE	Heating Type	1 - NONE
Air Conditioning	1 - NONE	Construction Quality	3 - AVERAGE
Frame	9 - POLE	Condition	3 - AVERAGE COND
Shape	2 - Rectangle	Stories	1 - 1 STORY
Baths	0	Bedrooms	0
Actual Year Built	1998	Effective Year Built	1998
Depreciation	DEP01 - DEP01		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Garage Detached Avg		1152.0	172.8	
Total		1,152.00	172.80	
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$27,790	24.12	160.82	



Sketch by Apex Medina™

## Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
4107	SPRINKLER IRRIGATED LAND	\$860		\$230	NA	NA
4277	FARM/RANCH RESIDENCE	\$276,400		\$18,520	NA	NA
<b>Total</b>		<b>\$277,260</b>		<b>\$18,750</b>	<b>NA</b>	<b>NA</b>



# Outbuilding Occurrence 2 Pole Building on Parcel #1B

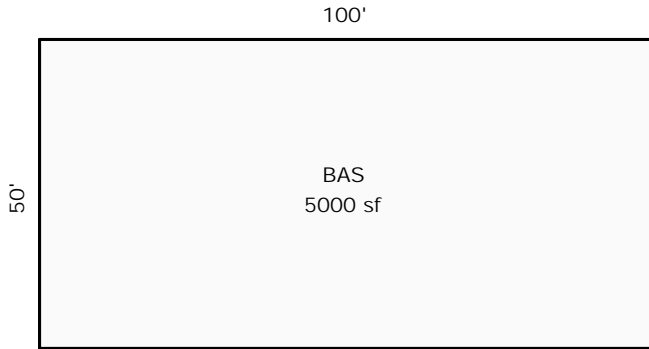
Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	1 - POLE	Exterior Wall	1 - COLOR PANEL
Percent	100	Roof Cover	1 - METAL
Roof Structure	2 - WOOD	Interior Wall	2 - MIN ELECTRIC
Percent	100	Floor	1 - DIRT/WOOD
Percent	100	Heating Fuel	0 - NONE
Heating Type	0 - NONE	Construction Quality	3 - AVERAGE
Frame	0 - NONE	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	0 - NONE	Story Height	17 FT
Perimeter	300	Perimeter Range	251 - 251 TO 300
Actual Year Built	2006	Effective Year Built	2006
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	5000.0	5000.0	5000.0	5000.0
Total	5,000.00	5,000.00	5,000.00	5,000.00
<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
\$41,590	8.32	8.32	8.32	8.32

# Property Record Card

Morgan

## Outbuilding Occurrence 2



Sketch by Apex Medina™

### Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
2120	OFFICES - LAND	\$310,000		\$89,900	NA	NA
2220	OFFICES - IMPS	\$448,520		\$130,070	NA	NA
4117	FLOOD IRRIGATED LAND	\$10,670		\$2,820	NA	NA
4279	FARM/RANCH SUPPORT IMPS	\$65,730		\$17,350	NA	NA
<b>Total</b>		<b>\$834,920</b>		<b>\$240,140</b>	<b>NA</b>	<b>NA</b>

# Improvements on Parcel #3



## Property Record Card

Morgan

**GRAFF THIEL FARMS  
LLC**

**Account: R009034**

**Parcel: 1225-100-00-002**

Tax Area: 245 - RE 3

Situs Address:

Acres: 23.270

P O BOX 715  
FORT MORGAN, CO 80701

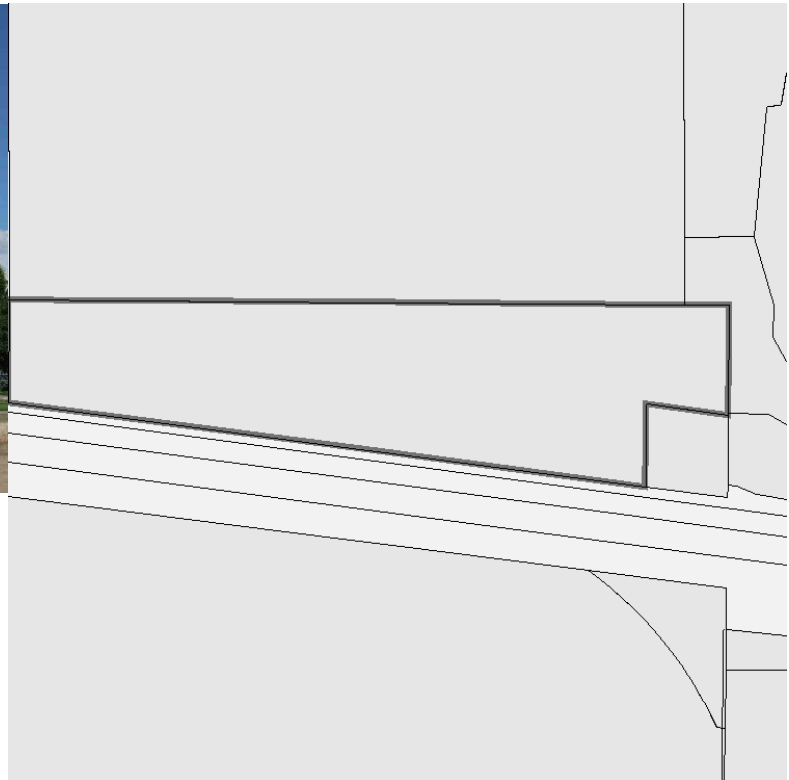
Account Type 2500 - COMMERCIAL/OTHER Economic Area 14 - UNC TWNS, RR COMM  
Special Assessment 500 - BIJOU IRRIGATION DISTRICT

### Value Summary

Value By:	Market	Override
Land (1)	\$7,720	N/A
Land (2)	\$2,950	N/A
Land (3)	\$310,000	N/A
Commercial (1)	\$314,920	N/A
Commercial (2)	\$133,600	N/A
Outbuilding (1)	\$24,140	N/A
Outbuilding (2)	\$41,590	N/A
<b>Total</b>	<b>\$834,920</b>	<b>\$834,920</b>

### Legal Description

S: 10 T: 3 R: 59 N1/2NE1/4 N OF R R & HWY EX 10.725A TO HWY



### Public Remarks

Entry Date	Model	Remark
	Outbuilding Occurrence 1	W/2FT STEM WALL

### Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
858928	12/03/2009	WD	UI	Y	\$3,057,000	27.31	\$3,057,000	27.31	\$3,057,000	27.31
788980	12/06/2000	JTD	UI	Y	\$450,000	185.54	\$450,000	185.54	\$450,000	185.54

# Property Record Card

Morgan

## Land Occurrence 1

Property Code	4117 - FLOOD IRRIGATED LAND	Land Use Code	411702 - FLD IA2		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			12.27		
Total			12.27		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$7,720		629.18		

## Land Occurrence 2

Property Code	4117 - FLOOD IRRIGATED LAND	Land Use Code	411703 - FLD IA3		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			6		
Total			6.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$2,950		491.67		

## Land Occurrence 3

Property Code	2120 - OFFICES - LAND	Neighborhood	2600 - FM 5 MI RAD C/I		
Land Use Code	2 - COM OTR_BASE AC				
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			5		
Total			5.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$310,000		62,000.00		

## Commercial Occurrence 1

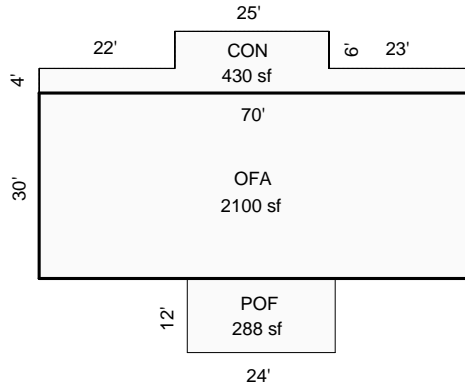
Property Code	2220 - OFFICES - IMPS	Neighborhood	2600 - FM 5 MI RAD C/I		
Building Type	30 - COMM/INDR CONST	Architectural Style	1 - OFFICE / FM		
Exterior Wall	7 - COLOR PANEL 10 - FLAGSTONE	Percent	75 25		
Roof Cover	5 - COLOR PANEL	Roof Structure	1 - TRUSS		
Interior Wall	1 - STANDARD	Percent	100		
Floor	1 - CONCRETE	Percent	100		
Heating Fuel	2 - GAS	Heating Type	7 - CENT HT/AC		
Air Conditioning	0 - NONE	Construction Quality	3 - AVERAGE		
Frame	1 - POLE	Shape	1 - 1		
Stories	1 - STORY	Baths	1		
Rooms	7	UnitCounts	1		
Story Height	8 - 8 FT	Perimeter	200		
PerimeterRange	176 - 176 TO 200	Actual Year Built	2004		
Effective Year Built	2004	Depreciation	DEP45 - DEP45		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Concrete Slab			430	65	
Office Avg		2100	2100	6930	2100
Open Porch			288	92	
Total		2,100.00	2,818.00	7,087.00	2,100.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$314,920	149.96	111.75	44.44	149.96



# Property Record Card

Morgan

## Commercial Occurrence 1



Sketch by Apex Medina™

## Commercial Occurrence 2

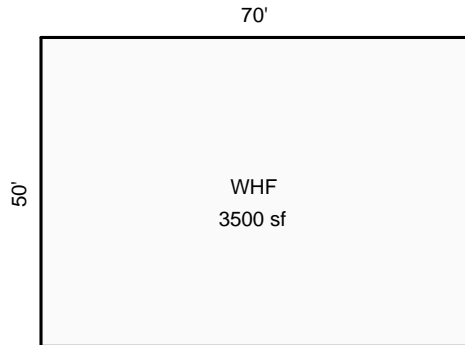
Property Code	2220 - OFFICES - IMPS	Neighborhood	2600 - FM 5 MI RAD C/I
Building Type	30 - COMM/INDR CONST	Architectural Style	4 - OFFICE / RR
Exterior Wall	7 - COLOR PANEL	Percent	100
Roof Cover	5 - COLOR PANEL	Roof Structure	7 - LIGHT STEEL
Interior Wall	1 - STANDARD	Percent	100
Floor	1 - CONCRETE	Percent	100
Heating Fuel	0 - NONE	Heating Type	0 - NONE
Air Conditioning	0 - NONE	Construction Quality	3 - AVERAGE
Frame	5 - STEEL	Shape	1 - 1
Stories	1 - STORY	Story Height	16 - 16 FT
Perimeter	240	PerimeterRange	226 - 226 TO 250
Actual Year Built	2005	Effective Year Built	2005
Depreciation	DEP35 - DEP35		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Warehouse Fair	3500.0	3500.0	4200.0	3500.0
Total	3,500.00	3,500.00	4,200.00	3,500.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$133,600	38.17	38.17	31.81

# Property Record Card

Morgan

## Commercial Occurrence 2



Sketch by Apex Medina™

## Outbuilding Occurrence 1

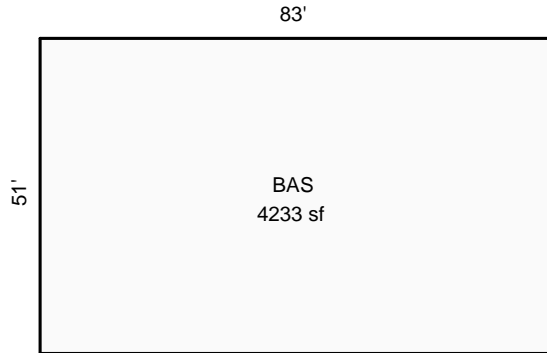
Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	6 - CURVED STEEL	Exterior Wall	2 - GALV STEEL 7 - CONC WALL
Percent	91 9	Roof Cover	1 - METAL
Roof Structure	1 - METAL	Interior Wall	3 - 220 ELECTRIC
Percent	100	Floor	2 - CONCRETE
Percent	100	Heating Fuel	0 - NONE
Heating Type	0 - NONE	Construction Quality	3 - AVERAGE
Frame	0 - NONE	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	0 - NONE	Story Height	22 FT
Perimeter	268	Perimeter Range	251 - 251 TO 300
Actual Year Built	1976	Effective Year Built	1976
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	4233	4233	4233	4233
Total	4,233.00	4,233.00	4,233.00	4,233.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$24,140	5.70	5.70	5.70

# Property Record Card

Morgan

## Outbuilding Occurrence 1



Sketch by Apex Medina™

## Outbuilding Occurrence 2

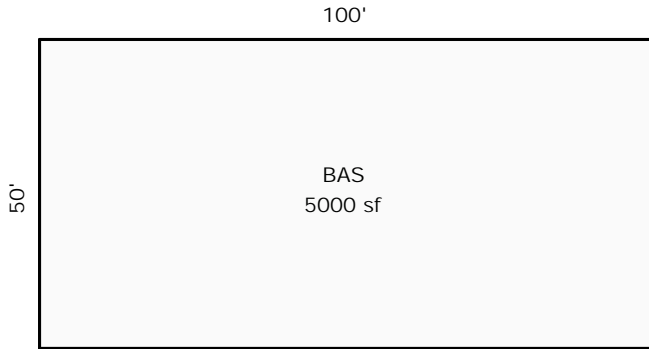
Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	1 - POLE	Exterior Wall	1 - COLOR PANEL
Percent	100	Roof Cover	1 - METAL
Roof Structure	2 - WOOD	Interior Wall	2 - MIN ELECTRIC
Percent	100	Floor	1 - DIRT/WOOD
Percent	100	Heating Fuel	0 - NONE
Heating Type	0 - NONE	Construction Quality	3 - AVERAGE
Frame	0 - NONE	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	0 - NONE	Story Height	17 FT
Perimeter	300	Perimeter Range	251 - 251 TO 300
Actual Year Built	2006	Effective Year Built	2006
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	5000.0	5000.0	5000.0	5000.0
Total	5,000.00	5,000.00	5,000.00	5,000.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$41,590	8.32	8.32	8.32

# Property Record Card

Morgan

## Outbuilding Occurrence 2



Sketch by Apex Medina™

### Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
2120	OFFICES - LAND	\$310,000		\$89,900	NA	NA
2220	OFFICES - IMPS	\$448,520		\$130,070	NA	NA
4117	FLOOD IRRIGATED LAND	\$10,670		\$2,820	NA	NA
4279	FARM/RANCH SUPPORT IMPS	\$65,730		\$17,350	NA	NA
<b>Total</b>		<b>\$834,920</b>		<b>\$240,140</b>	<b>NA</b>	<b>NA</b>

# House on Parcel #3

## Property Record Card



Morgan

**GRAFF THIEL FARMS  
LLC**

**Account: R008627**

**Parcel: 1225-030-00-006**

P O BOX 715  
FORT MORGAN, CO 80701

Tax Area: 226 - RE 3  
Acres: 75.000

Situs Address:  
09803 N I-76 FRONTAGE RD  
FORT\_MORGAN, 80701

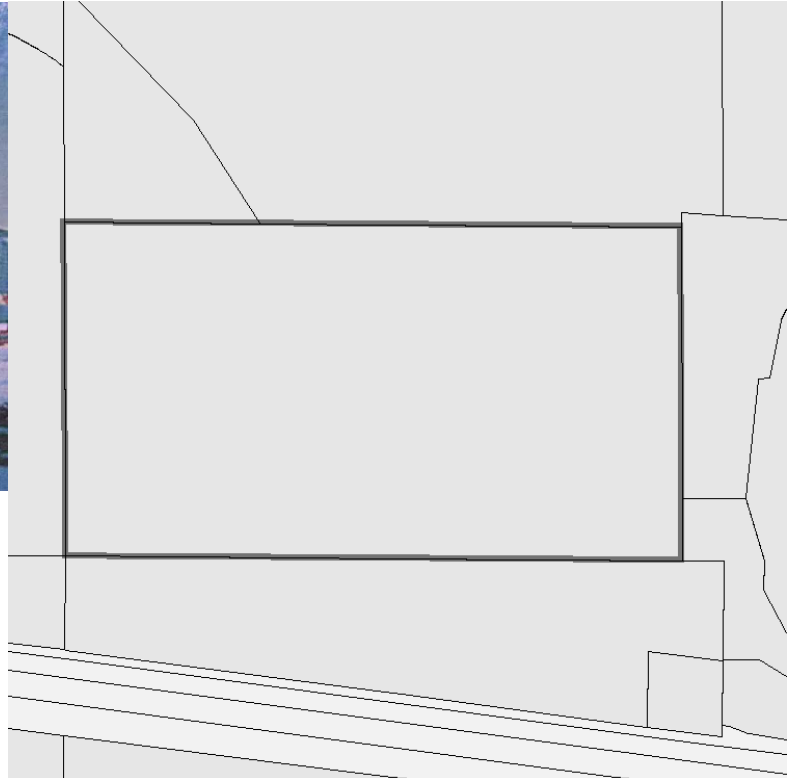
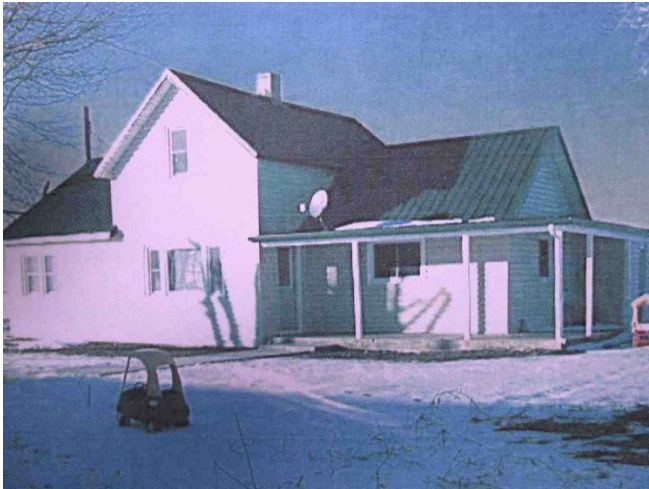
Account Type	4200 - AG MIXED USE	Economic Area	6 - INNER RR RESD
Special Assessment	500 - BIJOU IRRIGATION DISTRICT		

**Value Summary**

Value By:	Market	Override
Land (1)	\$15,090	N/A
Land (2)	\$1,130	N/A
Land (3)	\$400	N/A
Land (4)	\$1,540	N/A
Land (5)	\$590	N/A
Land (6)	\$200	N/A
Residential (1)	\$239,120	N/A
<b>Total</b>	<b>\$258,070</b>	<b>\$258,070</b>

**Legal Description**

S: 03 T: 3 R: 59 S1/2SE1/4 EX 5A B811 P565



**Public Remarks**

Entry Date	Model	Remark
	Residential Occurrence 1	NO HEAT IN HALF SSO

**Sale Data**

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
858928	12/03/2009	WD	UI	Y	\$3,057,000	8.44	\$3,057,000	8.44	\$3,057,000	8.44
788980	12/06/2000	JTD	UI	N	\$450,000	57.35	\$450,000	57.35	\$450,000	57.35

# Property Record Card

Morgan

## Land Occurrence 1

---

Property Code	4107 - SPRINKLER IRRIGATED LAND	Land Use Code	410736 - SPR SD2		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			50.7		
Total			50.70		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$15,090		297.63		

## Land Occurrence 2

---

Property Code	4107 - SPRINKLER IRRIGATED LAND	Land Use Code	410737 - SPR SD3		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			5.2		
Total			5.20		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$1,130		217.31		

## Land Occurrence 3

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Property Code	4107 - SPRINKLER IRRIGATED LAND	Land Use Code	410738 - SPR SD4		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			3.1		
Total			3.10		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$400		129.03		

## Land Occurrence 4

---

Property Code	4117 - FLOOD IRRIGATED LAND	Land Use Code	411732 - FLD ID2		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			7.5		
Total			7.50		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$1,540		205.33		

## Land Occurrence 5

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Property Code	4117 - FLOOD IRRIGATED LAND	Land Use Code	411733 - FLD ID3		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			3.1		
Total			3.10		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$590		190.32		

## Land Occurrence 6

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Property Code	4147 - GRAZING LAND	Land Use Code	414720 - GR GB1		
<b>SubArea</b>		<b>FOOTPRINT</b>	<b>ACTUAL</b>	<b>EFFECTIVE</b>	<b>HEATED</b>
Acres			5.4		
Total			5.40		

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# Property Record Card

Morgan

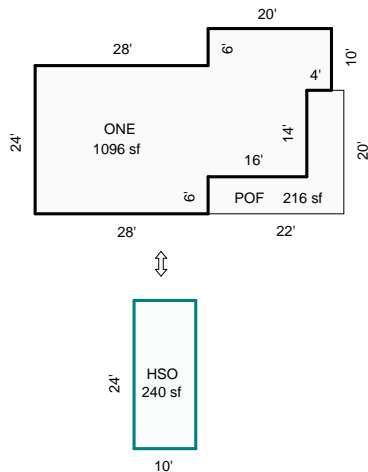
## Land Occurrence 6

<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
\$200		37.04		

## Residential Occurrence 1

Property Code	4277 - FARM/RANCH RESIDENCE	Neighborhood	1 - INNER RR RESD
Building Type	10 - RESD CONST	Architectural Style	6 - CONV 1 1/2 STORY
Exterior Wall	11 - METAL/VINYL LAP	Percent	100
Roof Cover	11 - COLOR PANEL	Roof Structure	4 - GABLE/HIP
Interior Wall	3 - DRYWALL	Percent	100
Floor	8 - CARPET 4 - LINOLEUM	Percent	80 20
Heating Fuel	3 - GAS	Heating Type	4 - F/A DUCTED
Air Conditioning	1 - NONE	Construction Quality	3 - AVERAGE
Frame	1 - 2 X 4 FRAME	Condition	3 - AVERAGE COND
Shape	4 - Irregular	Stories	1.5 - 1.5 STORIES
Baths	1	Bedrooms	4
Actual Year Built	1914	Effective Year Built	1944
Depreciation	DEP01 - DEP01		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Half Story		240	228	240
Main Floor	1096	1096	1096	1096
Open Porch		216	15	
<b>Total</b>	<b>1,096.00</b>	<b>1,552.00</b>	<b>1,339.00</b>	<b>1,336.00</b>
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$239,120	218.18	154.07	178.58



Sketch by Apex Medina™

# Property Record Card

Morgan

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## Abstract Summary

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Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
4107	SPRINKLER IRRIGATED LAND	\$16,620		\$4,390	NA	NA
4117	FLOOD IRRIGATED LAND	\$2,130		\$560	NA	NA
4147	GRAZING LAND	\$200		\$50	NA	NA
4277	FARM/RANCH RESIDENCE	\$239,120		\$16,020	NA	NA
<b>Total</b>		<b>\$258,070</b>		<b>\$21,020</b>	<b>NA</b>	<b>NA</b>





# Property Record Card

Morgan

**GRAFF THIEL FARMS  
LLC**

**Account: R009080**

**Parcel: 1043-360-00-001**

P O BOX 715  
FORT MORGAN, CO 80701

Tax Area: 245 - RE 3

Situs Address:  
18519 CO RD 12  
FORT\_MORGAN, 80701

Acres: 160.000

Account Type 4000 - AG

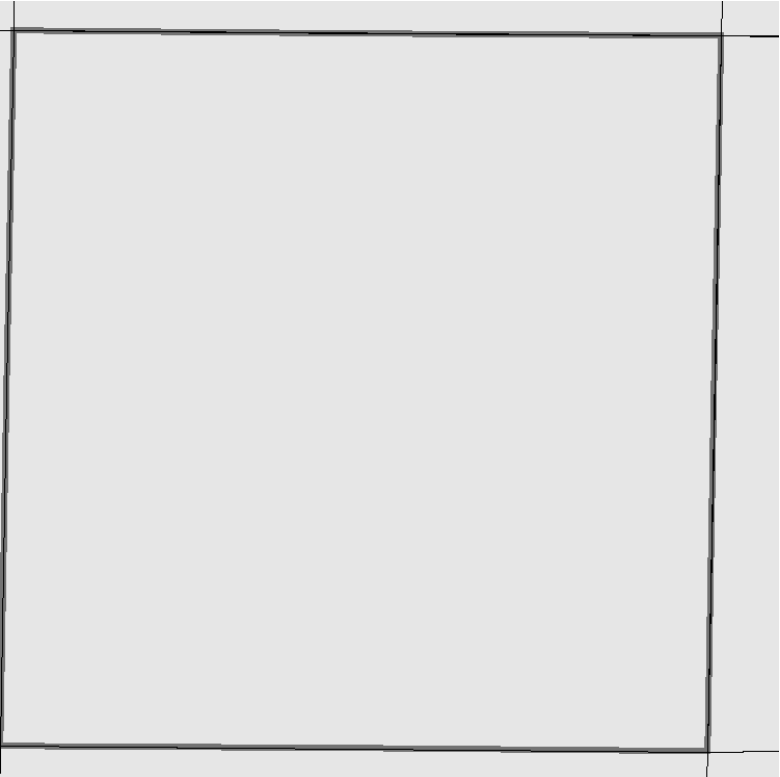
Economic Area 6 - INNER RR RESD

**Value Summary**

**Legal Description**

Value By:	Market	Override
Land (1)	\$30,270	N/A
Land (2)	\$1,140	N/A
Land (3)	\$910	N/A
Land (4)	\$220	N/A
Land (5)	\$20	N/A
Outbuilding (1)	\$19,310	N/A
Outbuilding (2)	\$20,090	N/A
Outbuilding (3)	\$6,710	N/A
Residential (1)	\$444,390	N/A
Extra Feature (1)	\$210	N/A
Extra Feature (2)	\$390	N/A
<b>Total</b>	<b>\$523,660</b>	<b>\$523,660</b>

S: 36 T: 4 R: 59 NE1/4



**Public Remarks**

Entry Date	Model	Remark
03/28/2013	Outbuilding Occurrence 3	LEFT AS OUTBLDG 3 RATHER THAN COMBINE W/OUTBLG 1 DUE TO POLE STRUCT OF OUTBLDG 3
03/28/2013	Outbuilding Occurrence 3	STRUCTURE ONLY PERC FOR SHARED WALL W/BLDG 1
	Residential Occurrence 1	BOU N/V
	Extra Feature	BATH WITH OUTBLDG OFFICE

# Property Record Card

Morgan

## Public Remarks

Extra Feature  
Occurrence 2      BATH WITH OUTBLDG OFFICE

## Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
858928	12/03/2009	WD	UI	N	\$3,057,000	17.13	\$3,057,000	17.13	\$3,057,000	17.13

## Land Occurrence 1

Property Code      4107 - SPRINKLER IRRIGATED LAND      Land Use Code      410737 - SPR SD3

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		139		
Total		139.00		
	Value	Rate	Rate	Rate
	\$30,270		217.77	

## Land Occurrence 2

Property Code      4117 - FLOOD IRRIGATED LAND      Land Use Code      411733 - FLD ID3

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		6		
Total		6.00		
	Value	Rate	Rate	Rate
	\$1,140		190.00	

## Land Occurrence 3

Property Code      4127 - DRY FARM LAND      Land Use Code      412734 - DRY DC4

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		7		
Total		7.00		
	Value	Rate	Rate	Rate
	\$910		130.00	

## Land Occurrence 4

Property Code      4147 - GRAZING LAND      Land Use Code      414720 - GR GB1

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		6		
Total		6.00		
	Value	Rate	Rate	Rate
	\$220		36.67	

## Land Occurrence 5

Property Code      4167 - FARM/RANCH WASTE LAND      Land Use Code      416760 - ROAD/DITCH

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Acres		2		
Total		2.00		
	Value	Rate	Rate	Rate
	\$20		10.00	

# Property Record Card

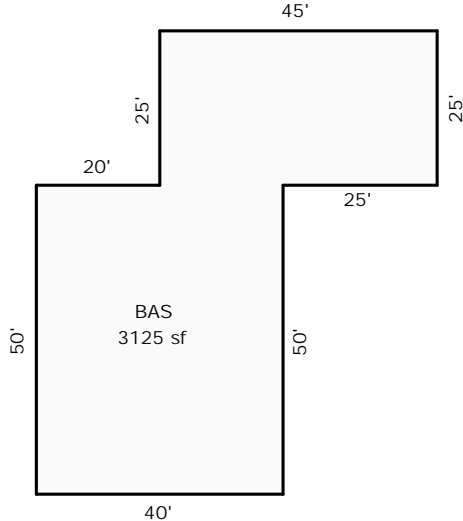
Morgan

## Land Occurrence 5

### Outbuilding Occurrence 1

Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	4 - STEEL	Exterior Wall	1 - COLOR PANEL
Percent	100	Roof Cover	1 - METAL
Roof Structure	1 - METAL	Interior Wall	3 - 220 ELECTRIC
Percent	100	Floor	2 - CONCRETE
Percent	100	Heating Fuel	1 - GAS/ELEC
Heating Type	1 - SUSP UNIT	Construction Quality	3 - AVERAGE
Frame	1 - PART-WALL	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	3 - WALL/CEIL INSUL	Story Height	16 FT
Perimeter	280	Perimeter Range	251 - 251 TO 300
Actual Year Built	1992	Effective Year Built	1994
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	3125.0	3125.0	3125.0	3125.0
Total	3,125.00	3,125.00	3,125.00	3,125.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$19,310	6.18	6.18	6.18



Sketch by Apex Medina™

### Outbuilding Occurrence 2

Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	4 - STEEL	Exterior Wall	1 - COLOR PANEL
Percent	100	Roof Cover	1 - METAL
Roof Structure	1 - METAL	Interior Wall	3 - 220 ELECTRIC
Percent	100	Floor	2 - CONCRETE

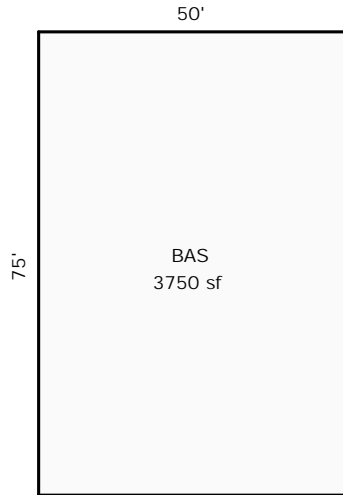
# Property Record Card

Morgan

## Outbuilding Occurrence 2

Percent	100	Heating Fuel	0 - NONE
Heating Type	0 - NONE	Construction Quality	3 - AVERAGE
Frame	1 - PART-WALL	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	0 - NONE	Story Height	16 FT
Perimeter	250	Perimeter Range	201 - 201 TO 250
Actual Year Built	1981	Effective Year Built	1981
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	3750.0	3750.0	3750.0	3750.0
Total	3,750.00	3,750.00	3,750.00	3,750.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$20,090	5.36	5.36	5.36



Sketch by Apex Medina™

## Outbuilding Occurrence 3

Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Type	40 - AG CONST
Architectural Style	1 - POLE	Exterior Wall	6 - STRUC ONLY 1 - COLOR PANEL
Percent	50 50	Roof Cover	1 - METAL
Roof Structure	2 - WOOD	Interior Wall	11 - INT FNSH AVG
Percent	100	Floor	2 - CONCRETE
Percent	100	Heating Fuel	1 - GAS/ELEC
Heating Type	1 - SUSP UNIT	Construction Quality	3 - AVERAGE
Frame	0 - NONE	Condition	3 - AVERAGE COND
Shape	1 - Size	Stories	1 - 1 STORY
Wall Fin	0 - NONE	Story Height	11 FT
Perimeter	120	Perimeter Range	101 - 101 TO 125

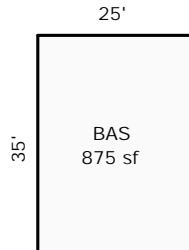
# Property Record Card

Morgan

## Outbuilding Occurrence 3

Perimeter	120	Perimeter Range	101 - 101 TO 125
Actual Year Built	1996	Effective Year Built	1996
Depreciation	DEP25 - DEP25		

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Building Sq Ft	875.0	875.0	875.0	875.0
Total	875.00	875.00	875.00	875.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$6,710	7.67	7.67	7.67



Sketch by Apex Medina™

## Residential Occurrence 1

Property Code	4277 - FARM/RANCH RESIDENCE	Neighborhood	1 - INNER RR RESD
Building Type	10 - RESD CONST	Architectural Style	8 - RANCH
Exterior Wall	11 - METAL/VINYL LAP	Percent	100
Roof Cover	3 - ASPHALT SHINGLE	Roof Structure	4 - GABLE/HIP
Interior Wall	3 - DRYWALL 4 - CUSTOM PANEL	Percent	70 30
Floor	8 - CARPET 4 - LINOLEUM	Percent	80 20
Heating Fuel	3 - GAS	Heating Type	5 - HOT WATER
Air Conditioning	3 - CENTRAL AIR	Construction Quality	3 - AVERAGE
Frame	1 - 2 X 4 FRAME	Condition	3 - AVERAGE COND
Shape	4 - Irregular	Stories	1 - 1 STORY
Baths	3	Bedrooms	3
Actual Year Built	1924	Effective Year Built	1957
Depreciation	DEP01 - DEP01		

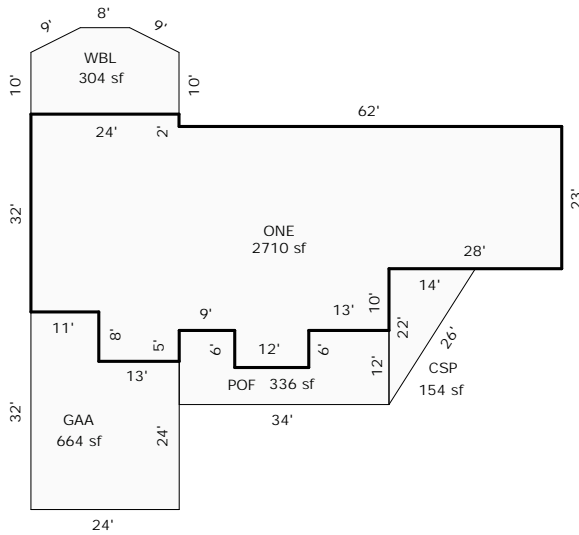
SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Conc Slab Patio		154.0		

# Property Record Card

Morgan

## Residential Occurrence 1

Conc Slab Patio	154.0			
Garage Attached Avg	664.0	99.6		
Main Floor	2710.0	2710.0	2710.0	2710.0
Open Porch		336.0	23.5	
Wood Balcony		304.0	9.1	
<b>Total</b>	<b>2,710.00</b>	<b>4,168.00</b>	<b>2,842.20</b>	<b>2,710.00</b>
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$444,390	163.98	106.62	156.35



Sketch by Apex Medina™

## Extra Feature Occurrence 1

Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Number	2
XFOB Code	4192 - OB 2PC BTH	Actual Year Built	1981
Effective Year Built	1981	Depreciation	DEP35

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Units		1		
Total		1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$210	210.00		

## Extra Feature Occurrence 2

Property Code	4279 - FARM/RANCH SUPPORT IMPS	Building Number	3
XFOB Code	4192 - OB 2PC BTH	Actual Year Built	1996
Effective Year Built	1996	Depreciation	DEP35

SubArea	FOOTPRINT	ACTUAL	EFFECTIVE	HEATED
Units		1		
Total		1.00		

# Property Record Card

Morgan

## Extra Feature Occurrence 2

Total			1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$390		390.00		

## Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
4107	SPRINKLER IRRIGATED LAND		\$30,270	\$7,990	NA	NA
4117	FLOOD IRRIGATED LAND		\$1,140	\$300	NA	NA
4127	DRY FARM LAND		\$910	\$240	NA	NA
4147	GRAZING LAND		\$220	\$60	NA	NA
4167	FARM/RANCH WASTE LAND		\$20	\$10	NA	NA
4277	FARM/RANCH RESIDENCE		\$444,390	\$29,770	NA	NA
4279	FARM/RANCH SUPPORT IMPS		\$46,710	\$12,330	NA	NA
<b>Total</b>			<b>\$523,660</b>	<b>\$50,700</b>	<b>NA</b>	<b>NA</b>

# Commercial & Residential Tax Estimate

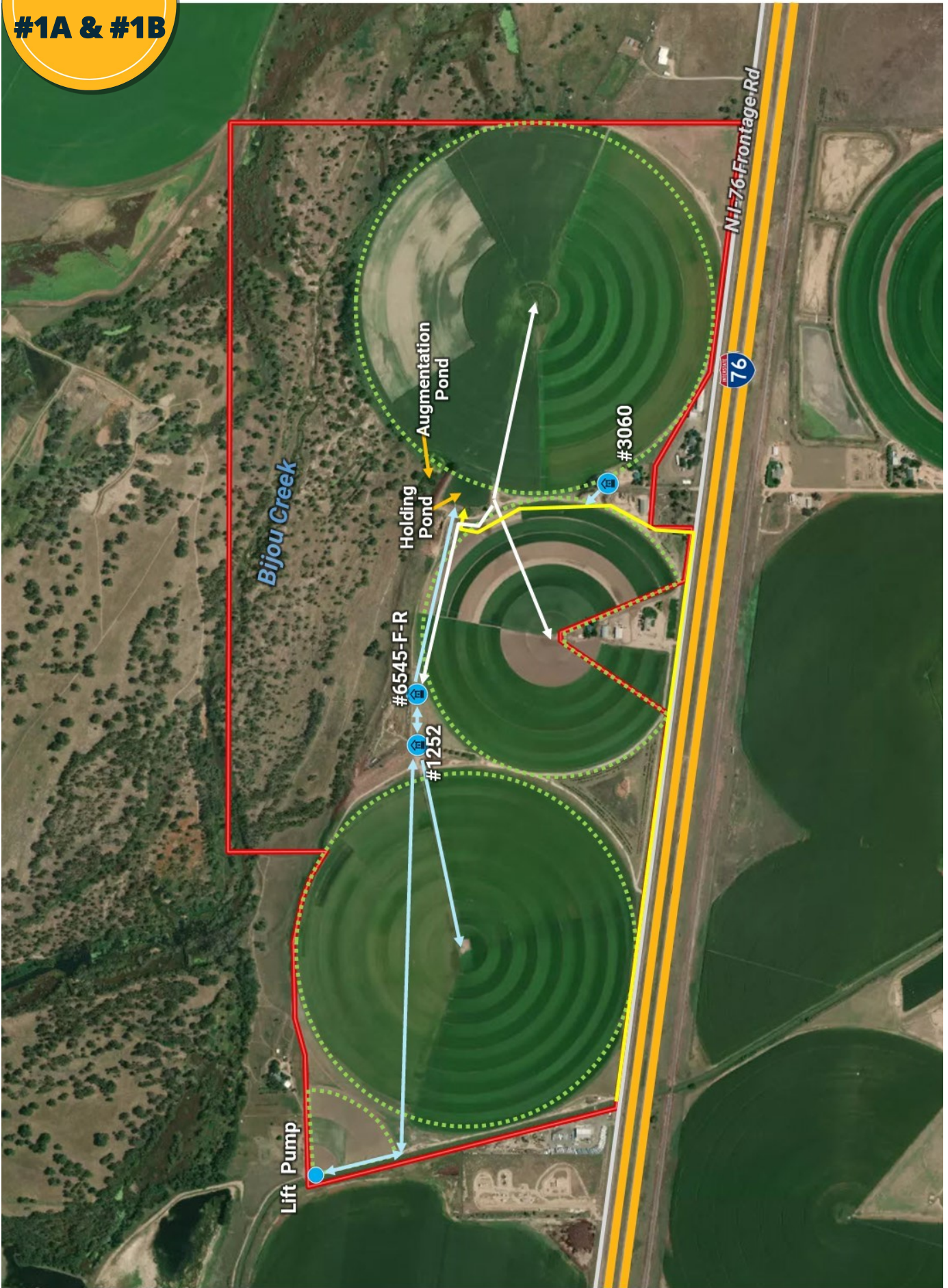


	Split	All
	Comm, Resd	Residential
1 ac Com Tract	50,900	
7.75 ac Com Lo Ac	21,700	
Comm 1	314,920	314,920
Comm 2	133,600	133,600
Outbuilding 1	24,140	24,140
Outbuilding 2		
Total Com	545,260	
Com Assessment Rate	0.279	
<b>Comm Assessed Value</b>	<b>152,128</b>	
1 ac Tract Base Ac		94,000
8 ac Tract Addn Ac		10,000
.25 Tract Base Ac	23,500	
Resd on R008627	239,120	239,120
Total Resd	262,620	815,780
Resd Assessment Rate	0.067	0.067
<b>Resd Assessed Value</b>	<b>17,596</b>	<b>54,657</b>
<b>Total Com, Resd Assd Value</b>	<b>169,723</b>	<b>54,657</b>
Mills	0.070629	0.070629
Tax estimate	11,987	3,860



**Parcels  
#1A & #1B**

# Pipeline Map

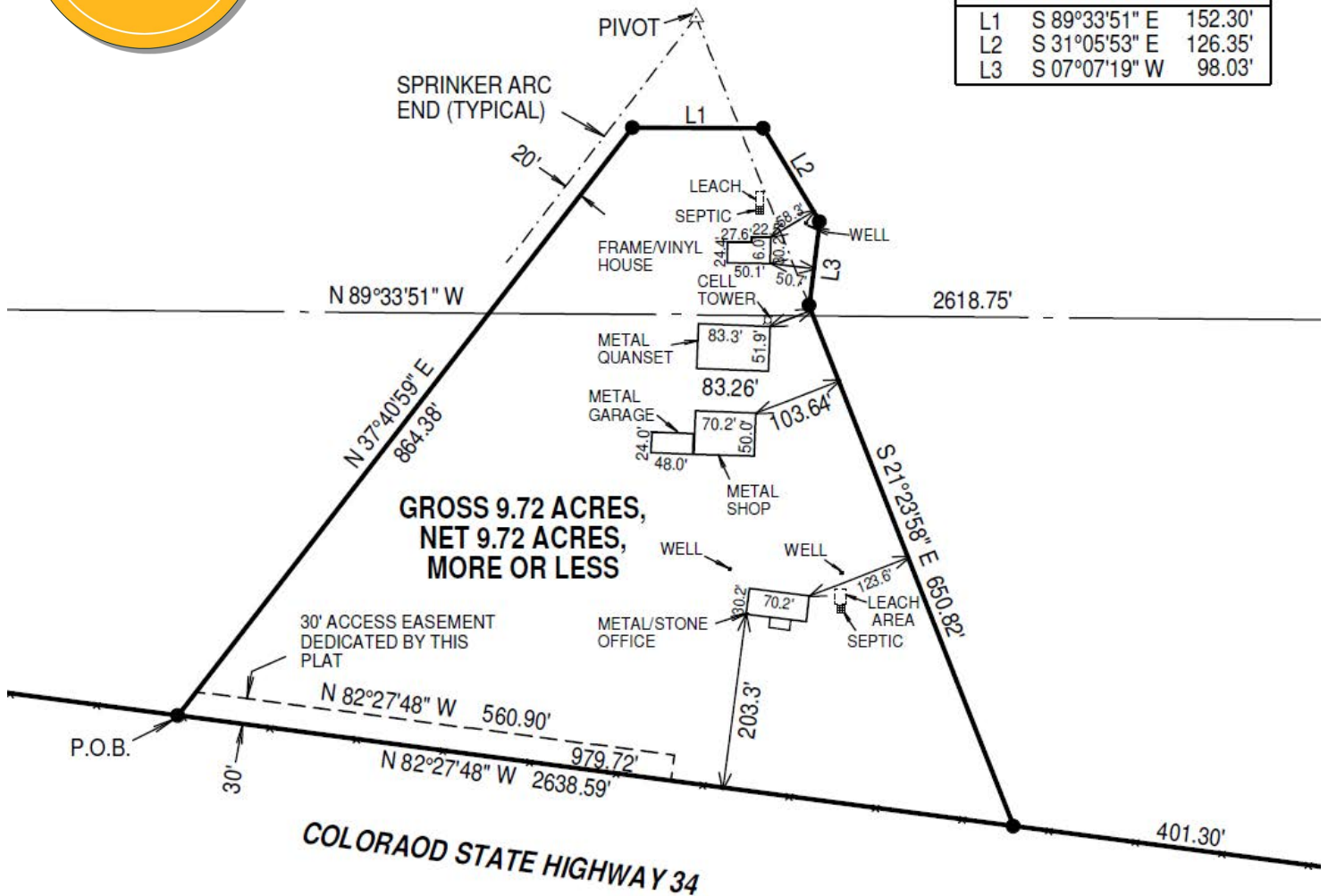


# Parcel #3

# Survey

## LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°33'51" E	152.30'
L2	S 31°05'53" E	126.35'
L3	S 07°07'19" W	98.03'



**GROSS 9.72 ACRES,  
NET 9.72 ACRES,  
MORE OR LESS**

**COLORADO STATE HIGHWAY 34**

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, AND THE PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 3 NORTH, RANGE 59 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO BEAR SOUTH 00°33'20" WEST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°33'20" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 352.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 34;

THENCE SOUTH 82°27'48" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 34, A DISTANCE OF 957.57 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 37°40'59" EAST A DISTANCE OF 864.38 FEET;

THENCE SOUTH 89°33'51" EAST A DISTANCE OF 152.30 FEET;

THENCE SOUTH 31°05'53" EAST A DISTANCE OF 126.35 FEET;

THENCE SOUTH 07°07'19" WEST A DISTANCE OF 98.03 FEET;

THENCE SOUTH 21°23'58" EAST A DISTANCE OF 650.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 34;

THENCE NORTH 82°27'48" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 34, A DISTANCE OF 979.72 FEET TO THE POINT OF BEGINNING.

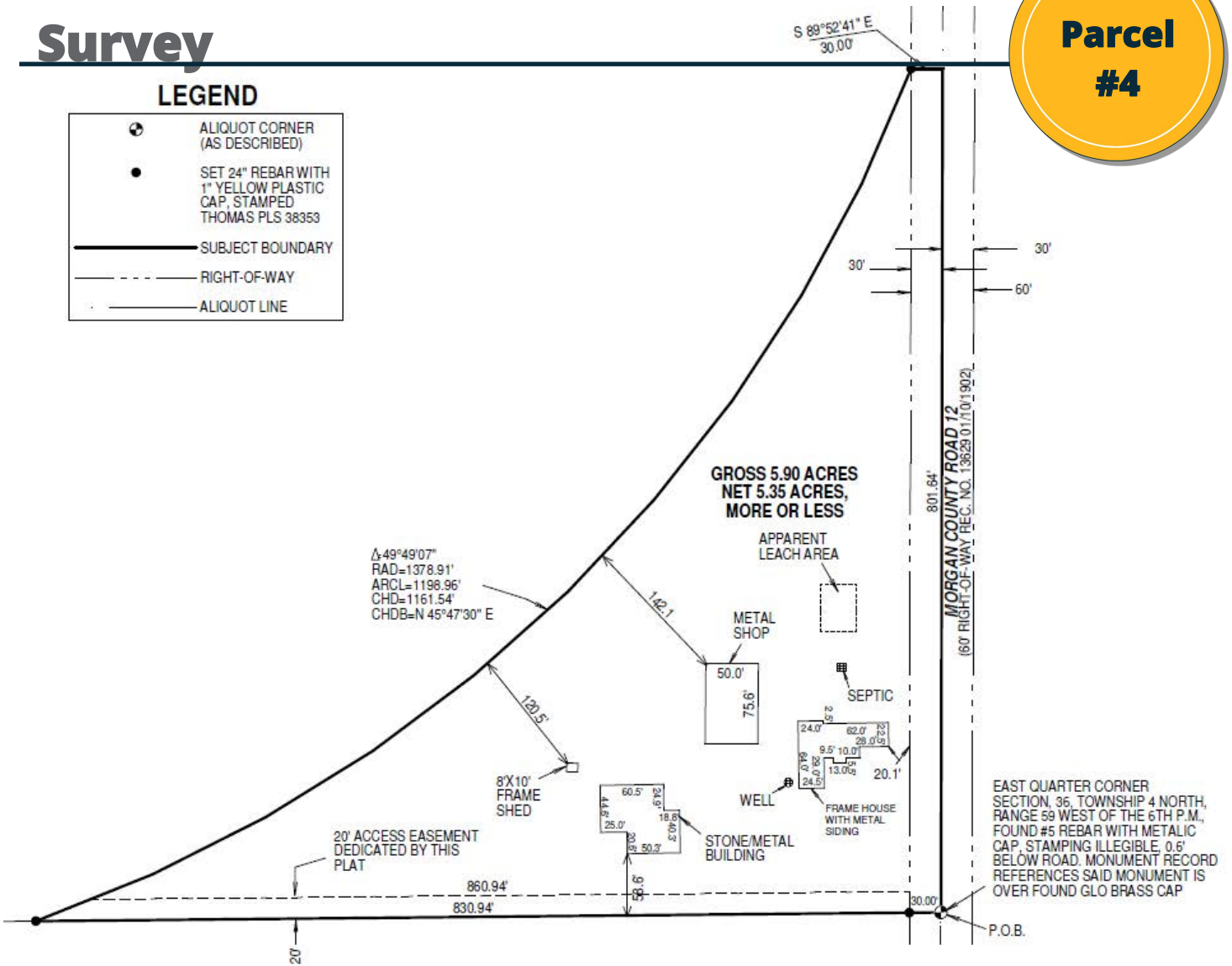
THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 9.72 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

# Survey



## LEGEND

	ALIQUOT CORNER (AS DESCRIBED)
	SET 24" REBAR WITH 1" YELLOW PLASTIC CAP, STAMPED THOMAS PLS 38353
	SUBJECT BOUNDARY
	RIGHT-OF-WAY
	ALIQUOT LINE



A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 59 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36 AND CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 TO BEAR SOUTH 89 $^{\circ}$ 27'14" WEST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 89 $^{\circ}$ 27'14" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 860.94 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 49 $^{\circ}$ 49'07", A RADIUS OF 1,378.91 FEET, AN ARC LENGTH OF 1,198.96 FEET, A CHORD OF 1,161.54 FEET BEARING NORTH 45 $^{\circ}$ 47'30" EAST;

THENCE SOUTH 89 $^{\circ}$ 52'41" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00 $^{\circ}$ 07'19" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 801.64 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 5.90 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

# Valley Farms Subdivision

“Minor Subdivision - Final Plat

Note: You will note in the legal description and title commitment describing Lots 1 - 5 of the Valley Farms Subdivision. The following is an overlay of the Valley Farms Subdivision Plat over an aerial photo of the property.







**RECK AGRI**  
REALTY & AUCTION

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