

# OVID SOUTH TABLE DRYLAND AUCTION

April 15, 2026

**ONLINE  
ONLY  
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770



# **DUE DILIGENCE PACKET**

**Printed: April 3, 2026**

## ***OVID SOUTH TABLE DRYLAND AUCTION***

*Sedgwick County, CO*

TO BE SOLD AT  
SINGLE PARCEL AUCTION  
with RESERVE

**Wednesday, April 15, 2026**

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

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FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .  
*Marc Reck, Broker*



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[www.reckagri.com](http://www.reckagri.com)

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During Online-Only Auctions,  
we will be sending out text  
messages to keep you  
updated throughout the  
auction.

# 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.***

**ONLINE BIDDING PROCEDURE:** The Ovid South Table Property will be offered for sale as one parcel with RESERVE. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on April 15, 2026. The auction will "soft close" @ 12:00 noon, MT on April 15, 2026. Bidding remains open on the parcel as long as there is continued bidding. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid at any time before bidding closes.

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

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

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting OVID SOUTH TABLE DRYLAND AUCTION property page at reckagri.com or by calling Reck Agri Realty & Auction. To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

**SALE TERMS/PROCEDURE:** The "OVID SOUTH TABLE DRYLAND AUCTION" is an online only auction with RESERVE. The Ovid South property to be offered as one parcel. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

**SIGNING OF PURCHASE CONTRACT:** Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Sedgwick County Title Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions of this Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before May 15, 2026. Closing to be conducted by Sedgwick County Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land). Title Insurance to be used as evidence of marketable title and cost of the premium

to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment herein, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

**POSSESSION:** Possession upon closing. Upon signing of the contract and the earnest money clearing, Buyer(s) may enter onto property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

**LEASE:** No farm lease.

**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.

**GROWING CROPS:** None

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

**REAL ESTATE TAXES:** 2026 real estate taxes due in 2027, and thereafter to be paid by Buyer(s).

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

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

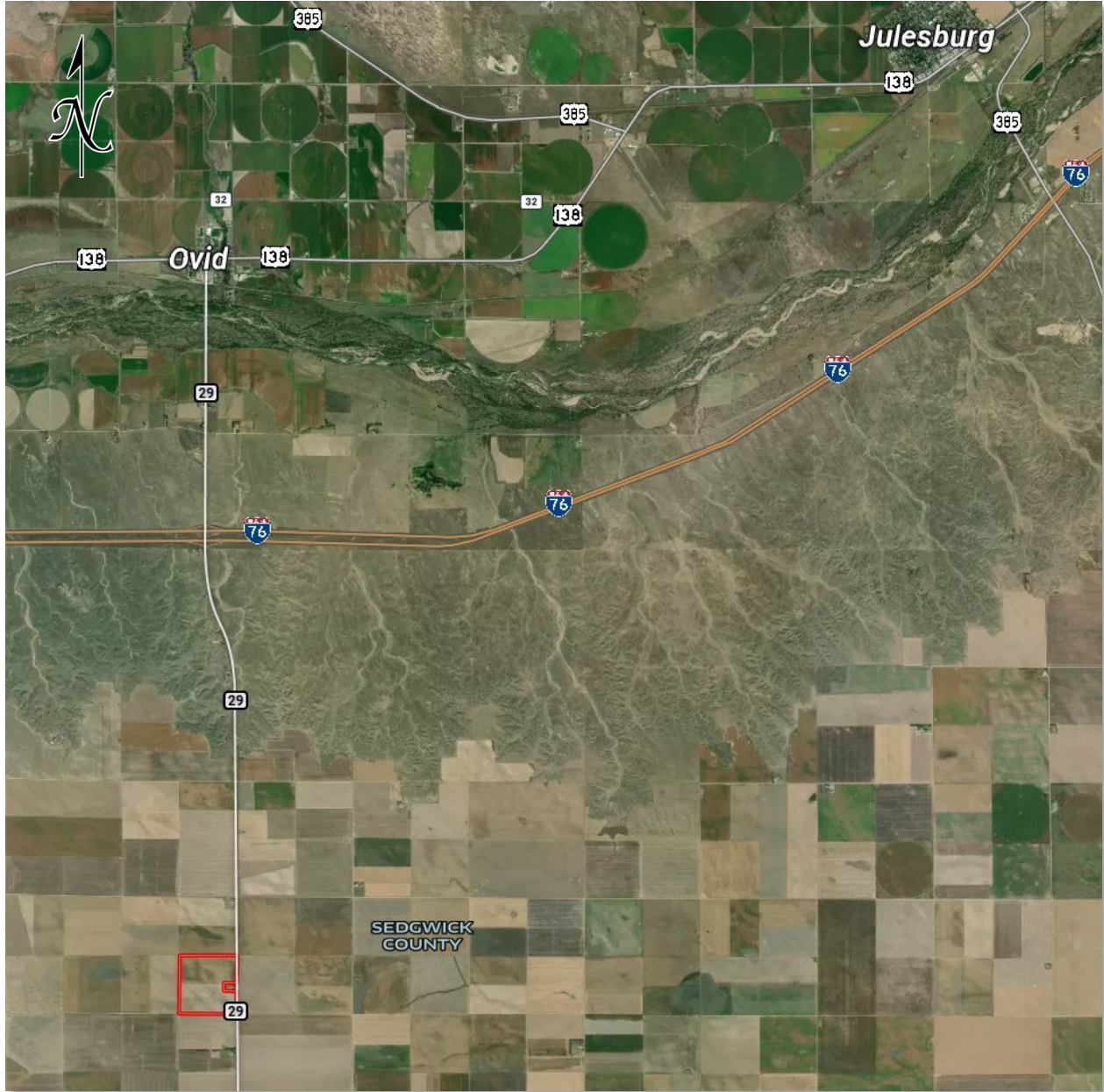
**NOXIOUS WEEDS:** There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown at this time.

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

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

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# Location Map



# Parcel Map

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# Parcel Information

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## Legal Description:

The SE¼ of Section 5, Township 10 North, Range 45 West of the 6th P.M.,  
EXCEPT

A tract of land in the SE¼ of Section 5, Township 10 North, Range 45 West of the 6th P.M., Sedgwick County, Colorado, said tract being more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence Northerly along the East line of said Section 5 a distance of 1039.3 feet to the true point of beginning; thence Westerly an angle left of 90°00'00" from the last described course a distance of 592.00 feet; thence Northerly an angle right of 90°00'00" from the last described course and parallel with the East line of said Section 5 a distance of 367.9 feet; thence Easterly an angle right of 90°00'00" from the last described course a distance of 592.00 feet to a point on the East line of said Section 5; thence Southerly an angle right of 90°00'00" from the last described course and along the East line of said Section 5 a distance of 367.9 feet to the point of beginning. Sedgwick County, Colorado.

See Pages 32-42 for legal description, title commitment, and title exceptions.

## Acreage:

157.34± Ac Dryland

## Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 6.

## Taxes & Assessments:

2025 real estate taxes payable in 2026 are: \$493.88.

## FSA Information:

FSA bases: 98.6 ac wheat w/ 38 bu PLC yield.

## Comments:

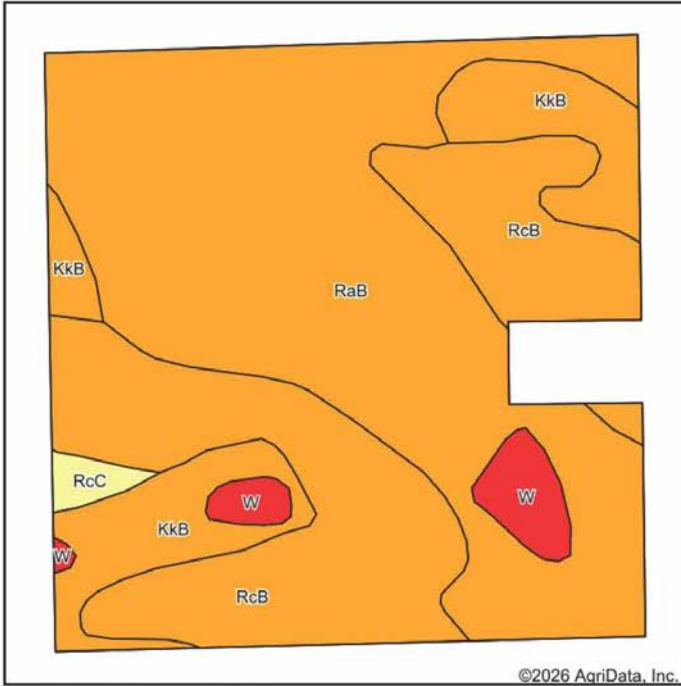
Currently in corn stalks.

## Starting Bid:

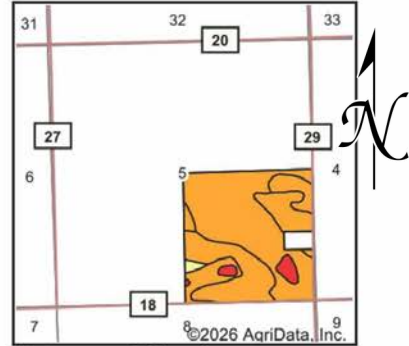
\$245,000



# Soils Map



Soils data provided by USDA and NRCS.



State: Colorado  
 County: Sedgwick  
 Location: 5-10N-45W  
 Township: Table Land  
 Acres: 156.03  
 Date: 3/10/2026



Area Symbol: CO115, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu	*n NCCPI Overall	
RaB	Rago and kuma silt loams, 0 to 3 percent slopes	79.41	50.9%		IIc	30	43	
RcB	Richfield loam, 0 to 3 percent slopes	48.68	31.2%		IIc	29	40	
KkB	Keith-Kuma silt loams, 0 to 3 percent slopes	20.89	13.4%		IIc		61	
W	Water	5.38	3.4%		VIII			
RcC	Richfield loam, 3 to 5 percent slopes	1.67	1.1%		IIIe		40	
<b>Weighted Average</b>						<b>2.22</b>	<b>24.3</b>	<b>*n 43</b>

\*n: The aggregation method is "Weighted Average using all components"

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS4 – Contract to Buy and Sell Real Estate (Land)

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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

53 Buyer  ~~Will~~  ~~Will Not~~ assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.  
54 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive  
55 such approval this Contract terminates.

56 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
57 applicable legal instrument.

58 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
59 at Closing (~~Leased Items~~):

60  
61  
62  
63

64 Buyer  ~~Will~~  ~~Will Not~~ assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review  
65 under §10.6. (~~Leased Items Documents~~) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not  
66 receive such approval this Contract terminates.

67  **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless  
68 of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity  
69 (Solar Power Plan) that will remain in effect after Closing. Buyer  ~~Will~~  ~~Will Not~~ assume Seller's obligations under such Solar  
70 Power Plan subject to Buyer's review under §10.6. (~~Solar Power Plan~~) and Buyer's receipt of written approval by the third party  
71 before Closing. If Buyer does not receive such approval this Contract terminates.

72 **2.6. Exclusions.** The following items are excluded (Exclusions):

73  
74  
75

76 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

77  **2.7.1. Deeded Water Rights.** The following legally described water rights:

78  
79  
80

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

82  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,  
83 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

84  
85  
86  
87  
88

89  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
90 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
91 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
92 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
93 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
94 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

95 \_\_\_\_\_.

96  **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

97  
98  
99

100 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
101 conveyed as part of the Purchase Price as follows:

102  
103  
104

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

107 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
108 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by  
109 executing the applicable legal instrument at Closing.

110 **2.7.7. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory  
111 to Buyer on or before the **Water Rights Examination Deadline**.

112 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
 113  
 114  
 115  
 116

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

118 **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>	

119 **3.2. Applicability of Terms.** If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the  
120 word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked  
121 in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None",  
122 such provision means that "None" applies. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which  
123 both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

124 **3.3. Day; Computation of Period of Days; Deadlines.**

125 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
126 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
127 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
128 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
129 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

130 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
131 ending date is not specified, the first day is excluded and the last day is included.

132 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
133 deadline  Will  Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
134 the deadline will not be extended.

135 **4. PURCHASE PRICE AND TERMS.**

136 **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>	\$	\$

137 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
138 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
139 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
140 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
141 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
142 elsewhere in this Contract.

143 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
144 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
145 both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an  
146 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company  
147 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have  
148 interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents,  
149 Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder  
150 in this transaction will be transferred to such fund.

151 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
152 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

153 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
154 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  
155 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
156 Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
157 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  
158 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
159 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
160 Release form), within three days of Buyer's receipt.

161 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
162 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller  
163 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

164 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
165 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer  
166 is in Default, § 20.1. and § 21**", unless Buyer is entitled to the Earnest Money due to a Seller Default.

167 **4.4. Form of Funds; Time of Payment; Available Funds.**

168 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
169 and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's  
170 check, cashier's check, and real-time or instant payment (Good Funds).

171 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
172 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH  
173 NONPAYING PARTY WILL BE IN DEFAULT**.

174 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
175 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

176 **4.5. New Loan. (Omitted as inapplicable)**

177 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
178 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

179 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
180 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional  
181 Provisions).

182 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
183  **Conventional**  **Other** \_\_\_\_\_:

184 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
185 set forth in § 4.1. (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
186 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
187 **Property Insurance Premium** and  \_\_\_\_\_:

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

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

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

199 **4.7. Seller or Private Financing. (Omitted as inapplicable)**

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

204 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
205  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or  
206 Private Financing Deadline**.

207 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
208 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,

209 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before ~~Seller or Private Financing Deadline~~,  
210 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

211 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
212 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
213 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before ~~Seller~~  
214 ~~or Private Financing Deadline~~, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

215 

TRANSACTION PROVISIONS
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216 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

217 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more  
218 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an  
219 application verifiable by such lender, on or before ~~New Loan Application Deadline~~ and exercise reasonable efforts to obtain such  
220 loan or approval.

221 **5.2. New Loan Terms; New Loan Availability.**

222 **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  
223 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
224 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
225 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  
226 satisfactory to Buyer, in Buyer's sole subjective discretion.

227 **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  
228 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
229 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the ~~New Loan~~  
230 ~~Availability Deadline~~ if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
231 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
232 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). ~~IF SELLER IS~~  
233 ~~NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S~~  
234 ~~EARNEST MONEY WILL BE NONREFUNDABLE~~, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
235 Survey).

236 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's  
237 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must  
238 supply to Seller by ~~Buyer's Credit Information Deadline~~, at Buyer's expense, information and documents (including a current  
239 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's  
240 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in  
241 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set  
242 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's  
243 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or  
244 before ~~Disapproval of Buyer's Credit Information Deadline~~.

245 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any  
246 modifications) to Buyer by ~~Existing Loan Deadline~~. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review  
247 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before ~~Existing Loan~~  
248 ~~Termination Deadline~~, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the  
249 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without  
250 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by ~~Loan Transfer Approval~~  
251 ~~Deadline~~, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in  
252 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such  
253 compliance as set forth in § 4.6.

254 **6. APPRAISAL PROVISIONS.**

255 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
256 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
257 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
258 valued at the Appraised Value.

259 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
260 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

261 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
262 Purchase Price, or if the Appraisal is not received by Buyer on or before ~~Appraisal Deadline~~ Buyer may, on or before ~~Appraisal~~  
263 ~~Objection Deadline~~:

264 ~~6.2.1.1. Notice to Terminate.~~ Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
265 or  
266 ~~6.2.1.2. Appraisal Objection.~~ Deliver to Seller a written objection accompanied by either a copy of the  
267 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).  
268 ~~6.2.1.3. Appraisal Resolution.~~ If an Appraisal Objection is received by Seller, on or before ~~Appraisal~~  
269 ~~Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Appraisal Resolution~~  
270 ~~Deadline~~, this Contract will terminate on the ~~Appraisal Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of  
271 the Appraisal Objection before such termination, (i.e., on or before expiration of ~~Appraisal Resolution Deadline~~).  
272 ~~6.3. Lender Property Requirements.~~ If the lender imposes any written requirements, replacements, removals or repairs,  
273 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting)  
274 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
275 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
276 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
277 satisfaction of the Lender Property Requirements is waived in writing by Buyer.  
278 ~~6.4. Cost of Appraisal.~~ Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
279  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
280 agent or all three.

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

283 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON~~  
284 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~  
285 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~  
286 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~  
287 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~  
288 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~  
289 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~  
290 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~  
291 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~  
292 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~  
293 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~  
294 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~  
295 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~  
296 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~  
297 ~~ASSOCIATION.~~

298 ~~7.2. Association Documents to Buyer.~~ Seller is obligated to provide to Buyer the Association Documents (defined below),  
299 at Seller's expense, on or before ~~Association Documents Deadline~~. Seller authorizes the Association to provide the Association  
300 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
301 of the Association Documents, regardless of who provides such documents.

302 ~~7.3. Association Documents.~~ Association documents (Association Documents) consist of the following:

303 ~~7.3.1.~~ All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
304 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
305 C.R.S.;

306 ~~7.3.2.~~ Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
307 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
308 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
309 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

310 ~~7.3.3.~~ List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
311 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
312 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
313 (Association Insurance Documents);

314 ~~7.3.4.~~ A list by unit type of the Association's assessments, including both regular and special assessments as  
315 disclosed in the Association's last Annual Disclosure;

316 ~~7.3.5.~~ The Association's most recent financial documents which consist of: (1) the Association's operating budget  
317 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
318 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
319 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
320 Association's community association manager or Association will charge in connection with the Closing including, but not limited to,  
321 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

322 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
323 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
324 7.3.5., collectively, Financial Documents);

325 ~~7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5,  
326 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
327 Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2.  
328 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
329 elements or limited common elements of the Association property.~~

330 ~~7.4. **Conditional on Buyer’s Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
331 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in  
332 any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after  
333 **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to  
334 Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive  
335 the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing  
336 Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to  
337 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
338 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).~~

## 339 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

### 340 8.1. Evidence of Record Title. See Due Diligence Packet

341  8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
342 company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish  
343 to Buyer a current commitment for an owner’s title insurance policy (Title Commitment) in an amount equal to the Purchase Price,  
344 or if this box is checked,  ~~an Abstract of Title certified to a current date.~~ Seller will cause the title insurance policy to be issued  
345 and delivered to Buyer as soon as practicable at or after Closing.

346  ~~8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
347 company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to  
348 Seller a current commitment for owner’s title insurance policy (Title Commitment) in an amount equal to the Purchase Price.  
349 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.~~

350 8.1.3. **Owner’s Extended Coverage (OEC).** The Title Commitment  ~~Will~~  ~~Will Not~~ contain Owner’s  
351 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
352 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap  
353 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
354 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
355  Buyer  Seller  ~~One-Half by Buyer and One-Half by Seller~~  ~~Other~~ \_\_\_\_\_.  
356 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
357 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
358 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
359 § 8.7. (Right to Object to Title, Resolution).

360 8.1.4. **Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
361 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
362 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
363 Documents).

364 8.1.5. **Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
365 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
366 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
367 party or parties obligated to pay for the owner’s title insurance policy.

368 8.1.6. **Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
369 portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

370 8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
371 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s  
372 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
373 any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
374 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
375 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
376 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
377 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
378 or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection,  
379 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object

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

384 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
385 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
386 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
387 Seller has actual knowledge (Off-Record Matters). This Section excludes any ~~New LLC or New Survey~~ governed under § 9 (New  
388 LLC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
389 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
390 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
391 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-**  
392 **Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has  
393 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
394 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is  
395 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to  
396 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record  
397 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

398 **8.4. Special Taxing and Metropolitan Districts. ACTIONS BY A SPECIAL TAXING OR METROPOLITAN**  
399 **DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES, AND IMPOSE FEES, RATES,**  
400 **TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO RESIDENTS LIVING IN THE SPECIAL**  
401 **TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND METROPOLITAN DISTRICTS MAY BE**  
402 **SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM**  
403 **ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH**  
404 **DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING**  
405 **OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**  
406 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD**  
407 **INVESTIGATE THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED**  
408 **BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE**  
409 **PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS,**  
410 **THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan**  
411 **District, if any, is: \_\_\_\_\_.**

412 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
413 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
414 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
415 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
416 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  
417 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
418 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
419 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
420 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
421 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

422 **8.6. Third Party Right to Purchase/Approve.** ~~If any third party has a right to purchase the Property (e.g., right of first~~  
423 ~~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~~  
424 ~~right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of~~  
425 ~~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~~  
426 ~~is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly~~  
427 ~~notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred~~  
428 ~~on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in~~  
429 ~~writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

430 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
431 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
432 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  
433 applicable deadline, Buyer has the following options:

434 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
435 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
436 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
437 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
438 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title

439 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
440 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
441 applicable documents; or

442 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
443 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

444 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
445 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
446 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
447 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
448 laws and governmental regulations concerning land use, development and environmental matters.

449 ~~8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE  
450 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF  
451 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER  
452 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL  
453 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM  
454 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,  
455 GAS OR WATER.~~

456 ~~8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO  
457 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A  
458 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND  
459 RECORDER.~~

460 ~~8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT  
461 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION  
462 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING  
463 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

464 ~~8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL  
465 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING  
466 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL  
467 AND GAS CONSERVATION COMMISSION.~~

468 ~~8.8.5. Title Insurance Exclusions.~~ Matters set forth in this Section and others, may be excepted, excluded from, or  
469 not covered by the owner's title insurance policy.

470 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to  
471 Buyer on or before the ~~Mineral Rights Examination Deadline.~~

472 **9. NEW ILC, NEW SURVEY.**

473 **9.1. New ILC or New Survey.** If the box is checked, (1)  ~~New Improvement Location Certificate (New ILC)~~; or, (2)  
474  ~~New Survey~~ in the form of \_\_\_\_\_; is required and the following will apply:

475 **9.1.1. Ordering of New ILC or New Survey.**  ~~Seller~~  ~~Buyer~~ will order the New ILC or New Survey. The  
476 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  
477 after the date of this Contract.

478 **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  
479 Closing, by:  ~~Seller~~  ~~Buyer~~ or:

480  
481  
482

483 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
484 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before ~~New  
485 ILC or New Survey Deadline.~~

486 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
487 all those who are to receive the New ILC or New Survey.

488 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
489 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New  
490 Survey Objection Deadline.~~ Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
491 Seller incurring any cost for the same.

492 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
493 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
494 Buyer may, on or before ~~New ILC or New Survey Objection Deadline,~~ notwithstanding § 8.3. or § 13:

495 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

496 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
497 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

498 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
499 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
500 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**  
501 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
502 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

503

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

### 504 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF** 505 **WATER.**

506 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
507 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
508 to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

509 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose, in  
510 writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an  
511 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to  
512 Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure.  
513 Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions and included  
514 Leased Items to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

515 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
516 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
517 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
518 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
519 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
520 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
521 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
522 sole subjective discretion, Buyer may:

523 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
524 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
525 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
526 pursuant to § 10.3.2.; or

527 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
528 description of any unsatisfactory condition that Buyer requires Seller to correct.

529 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller on or before **Inspection Objection**  
530 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
531 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
532 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
533 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
534 executing an Earnest Money Release.

535 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
536 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
537 Buyer's request (Work) and must pay for any damage that occurs to the Property, included Leased Items and Inclusions as a result  
538 of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer  
539 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and  
540 caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller  
541 to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees,  
542 legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items  
543 performed pursuant to an Inspection Resolution.

544 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
545 **Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and  
546 premium for property insurance (Property Insurance) on the Property.

#### 547 **10.6. Due Diligence.**

548 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
549 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
550 **Deadline**:

551 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
552 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
553 are as follows (Leases):  
554  
555

556 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be  
557 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
558 Buyer on or before ~~Due Diligence Documents Delivery Deadline~~.

559 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
560 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
561 documents creating the encumbrance to Buyer on or before ~~Due Diligence Documents Delivery Deadline~~.

562 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of  
563 its name or title):  
564

565 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government  
566 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.  
567

568 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies  
569 of the following:

570  **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the  
571 Property;

572  **10.6.1.6.2.** Property tax bills for the last \_\_\_\_\_ years;

573  **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including  
574 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the  
575 extent now available;

576  **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

577  **10.6.1.6.5.** Operating statements for the past \_\_\_\_\_ years;

578  **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

579  **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete  
580 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

581  **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which  
582 have been made for the past \_\_\_\_ years;

583  **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if  
584 not delivered earlier under § 8.3.);

585  **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II  
586 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,  
587 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no  
588 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to  
589 Seller;

590  **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the  
591 compliance of the Property with said Act;

592  **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any  
593 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use  
594 authorizations, if any; and

595  **10.6.1.6.13.** Other:

596  
597  
598  
599  
600 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
601 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
602 discretion, Buyer may, on or before ~~Due Diligence Documents Objection Deadline~~:

603 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is  
604 terminated; or

605 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
606 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

607 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
608 by Seller on or before ~~Due Diligence Documents Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a  
609 settlement thereof on or before ~~Due Diligence Documents Resolution Deadline~~, this Contract will terminate on ~~Due Diligence~~

610 ~~Documents Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
611 before such termination (i.e., on or before expiration of ~~Due Diligence Documents Resolution Deadline~~).

612 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or  
613 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
614 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due  
615 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence  
616 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due  
617 Diligence Document.

618 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before ~~Due Diligence Documents Objection~~  
619 ~~Deadline~~, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
620 the Property, in Buyer's sole subjective discretion.

621 **10.6.4. Due Diligence - Environmental.** Buyer has the right to obtain environmental inspections of the Property  
622 including a Phase I Environmental Site Assessment.  Seller  Buyer will order or provide a current Phase I Environmental  
623 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site  
624 Assessments) and/or \_\_\_\_\_, at the expense of  Seller  Buyer (Environmental Inspection):

625 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the ~~Environmental~~  
626 ~~Inspection Termination Deadline~~ will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
627 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the ~~Closing Date~~, the  
628 ~~Closing Date~~ will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
629 Environmental Site Assessment.

630 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the  
631 Right to Terminate under § 24.1., on or before ~~Environmental Inspection Termination Deadline~~, or if applicable, the Extended  
632 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
633 subjective discretion.

634 **10.6.5. Due Diligence - ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property  
635 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at  
636 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,  
637 if any.

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

640 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
641 owned by Buyer and commonly known as \_\_\_\_\_, Buyer has  
642 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before ~~Conditional Sale~~  
643 ~~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  
644 receive Buyer's Notice to Terminate on or before ~~Conditional Sale Deadline~~, Buyer waives any Right to Terminate under this  
645 provision.

646 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
647 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
648 the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.  
649 ~~Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND~~  
650 ~~WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO~~  
651 ~~DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.~~

652 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
653 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
654 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
655 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
656 or delayed.

657 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

658 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

659 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## 660 11. TENANT ESTOPPEL STATEMENTS.

661 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
662 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before ~~Estoppel Statements Deadline~~,  
663 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
664 attached to a copy of the Lease stating:

665 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

666 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
667 amendments;

668 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;  
669 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~  
670 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~  
671 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~  
672 ~~demising the premises it describes.~~

673 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~  
674 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~  
675 ~~required in §11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

676 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before Estoppel~~  
677 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~  
678 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~  
679 ~~waive any unsatisfactory Estoppel Statement.~~

680 

<b>CLOSING PROVISIONS</b>
---------------------------

681 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

682 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
683 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
684 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
685 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
686 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
687 Seller will sign and complete all customary or reasonably required documents at or before Closing.

688 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
689 this Contract.

690 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
691 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the  
692 Property. The hour and place of Closing will be as designated by \_\_\_\_\_.

693 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
694 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

695 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
696 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
697 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

709 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
710 **WITHHOLDING.**

711 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
712 to be paid at Closing, except as otherwise provided herein.

713 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
714  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

715 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
716 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
717 associated with or specified in the Status Letter will be paid as follows:

718 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

719 15.3.2. **Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer  
720 and One-Half by Seller  N/A.

721 15.3.3. **Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other  
722 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by  Buyer  Seller  One-Half by  
723 Buyer and One-Half by Seller  N/A.

724 15.3.4. **Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
725 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

726 15.4. **Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
727 Buyer and One-Half by Seller  N/A.

728 15.5. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
729  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

730 15.6. **Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
731 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
732  One-Half by Buyer and One-Half by Seller  N/A.

733 15.7. **Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
734 \$ \_\_\_\_\_ for:

735  Water District/Municipality  Water Stock  
736  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

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

738 15.8. **Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
739 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

740 15.9. **FIRPTA and Colorado Withholding.**

741 15.9.1. **FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
742 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
743 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
744 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  
745 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
746 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
747 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
748 if an exemption exists.

749 15.9.2. **Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
750 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
751 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
752 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
753 tax advisor to determine if withholding applies or if an exemption exists.

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

755 16.1. **Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

756 16.1.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
757 for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy  
758 and Most Recent Assessed or Actual Valuation per the county assessor,  Other \_\_\_\_\_.

759 16.1.2. **Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit  
760 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
761 writing of such transfer and of the transferee's name and address.

762 16.1.3. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

763 16.1.4. **Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

764 16.2. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
765 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all  
766 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments  
767 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing  
768 Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of  Buyer   
769 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of  
770 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in  
771 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current  
772 regular assessments and \_\_\_\_\_. Association Assessments are subject to change as provided in the  
773 Governing Documents.

774 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,  
775 subject to the Leases as set forth in § 10.6.1.1. *As stated in Ovid South Table Dryland Auction Due Diligence Packet Printed April 3, 2026*

776 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
777 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
778 notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered. Additionally, Buyer may  
779 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

780

## GENERAL PROVISIONS

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

784 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
785 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  
786 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
787 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
788 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
789 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
790 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
791 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
792 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
793 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  
794 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
795 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
796 damage, not exceeding the total Purchase Price, plus the amount of any deductible to the insurance claim.

797 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
798 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
799 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
800 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
801 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
802 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
803 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
804 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
805 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
806 Closing.

807 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
808 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
809 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~  
810 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
811 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
812 ~~of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

813 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
814 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

815 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
816 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  
817 the growing crops.

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

825

826 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
827 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored

828 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
829 has the following remedies:

830 **20.1. If Buyer is in Default:**

831  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
832 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  
833 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
834 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

835 ~~**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may  
836 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  
837 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
838 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
839 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

840 **20.2. If Seller is in Default:**

841 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
842 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
843 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
844 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
845 or damages, or both.

846 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
847 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
848 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
849 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
850 Contract are reserved and survive Closing.

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

854 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved,  
855 the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in  
856 which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
857 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in  
858 writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The  
859 parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate,  
860 unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting  
861 mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,  
862 before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise  
863 agreed.

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

876 **24. TERMINATION.**

877 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
878 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
879 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
880 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
881 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified  
882 in the Contract is ineffective and does not terminate this Contract.

883 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely  
884 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

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

892 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
893 § 26.2. and § 26.3. and is effective when physically received by such party, any individual named in this Contract to receive  
894 documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery  
895 after Closing must be received by the party, not Broker or Brokerage Firm).

896 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
897 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
898 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
899 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

900 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the  
901 recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents,  
902 or (3) facsimile at the facsimile number (Fax No.) of the recipient.

903 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
904 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
905 located in Colorado.

906 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing by Buyer and  
907 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
908 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and  
909 Buyer. A copy of this Contract may be executed by each party separately and when each party has executed a copy thereof, such  
910 copies taken together are deemed to be a full and complete contract between the parties.

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

915 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as  
916 follows:

917  **29.1.** \_\_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by Seller. Buyer's brokerage firm is an intended third party  
918 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is  
919 paying on behalf of Buyer elsewhere in this Contract.

920  **29.2.** \_\_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by Buyer pursuant to a separate agreement between Buyer and  
921 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

922  **29.3.** \_\_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by a separate agreement between Buyer's brokerage firm and  
923 Seller's brokerage firm.

924 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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925 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the Colorado Real  
926 Estate Commission:

927  
928  
929  
930  
931  
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934  
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937 **31. OTHER DOCUMENTS.**

938 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

939  
940  
941  
942  
943  
944  
945  
946  
947

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

948

949

**SIGNATURES**

950

Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date Buyer's Signature Date

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

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

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

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

951 ~~[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: \_\_\_\_\_ Address: \_\_\_\_\_

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

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

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

952

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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 as specified in §29 above.

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

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

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

\_\_\_\_\_  
Date

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

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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 Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

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

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

\_\_\_\_\_  
Date

Address:

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Phone No.:

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Fax No.:

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Email Address:

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954

## EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Ovid South Table Dryland Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held April 15, 2026, and in accordance with the terms and conditions of this Specific Performance Contract, the Ovid South Table Dryland Auction Due Diligence Packet Printed April 3, 2026 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

30-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

30-3.) On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspect the Property, has acknowledged receipt and review of DDP and has understood and agreed to all statements made by the Auction Company regarding the bidding, order of procedure and protocol, and any amendments or modifications to the DDP. Buyer(s), relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepts the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

30-4.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

**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 BROKERAGE DISCLOSURE TO BUYER IS NOT A CONTRACT. IT IS BROKER’S DISCLOSURE OF BROKER’S WORKING RELATIONSHIP.**

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

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

**BUYER ACKNOWLEDGMENT:**

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

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

Brokerage Firm: \_\_\_\_\_

\_\_\_\_\_  
Broker

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## BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

# TITLE COMMITMENT



Alliant National Title Insurance Company

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

Issuing Agent: Sedgwick County Title Company  
 Issuing Office: 114 West 1st Street, Julesburg, CO 80737  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 202506  
 Issuing Office File No.: 202506  
 Property Address: SE4 5-10-45, ,

**SCHEDULE A**

1. Commitment Date: March 17, 2026 at 07:00 AM
2. Policy to be issued:
  - a. ALTA Own. Policy (07/01/21)  
 Proposed Insured: TBD  
 Proposed Amount of Insurance:  
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Ronald J. Kadavy and Marquita M. Kadavy.
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

**Alliant National Title Insurance Company**

By:   
 Sedgwick County Title Company

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Alliant National 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; 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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(202506/202506/3)

Commitment No.: 202506

**EXHIBIT A**

The SE $\frac{1}{4}$  of Section 5, Township 10 North, Range 45 West of the 6th P.M.,

**EXCEPT**

A tract of land in the SE $\frac{1}{4}$  of Section 5, Township 10 North, Range 45 West of the 6th P.M., Sedgwick County, Colorado, said tract being more particularly described as follows:

Commencing at the Southeast corner of said Section 5; thence Northerly along the East line of said Section 5 a distance of 1039.3 feet to the true point of beginning; thence Westerly an angle left of 90°00'00" from the last described course a distance of 592.00 feet; thence Northerly an angle right of 90°00'00" from the last described course and parallel with the East line of said Section 5 a distance of 367.9 feet; thence Easterly an angle right of 90°00'00" from the last described course a distance of 592.00 feet to a point on the East line of said Section 5; thence Southerly an angle right of 90°00'00" from the last described course and along the East line of said Section 5 a distance of 367.9 feet to the point of beginning.  
Sedgwick County, Colorado.

**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. Rights or claims of parties in possession not shown by the public records.
2. Easements and claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts that an accurate and complete survey and inspection of the premises would disclose and which are not shown by the public records.

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(202506/202506/3)

**SCHEDULE B**

(Continued)

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes for the current year, including all taxes now or heretofore assessed, not yet due and payable.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights and claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
8. Subject to all mineral lands excluded and excepted in Patent from United States of America to Union Pacific Railway Company, dated February 26, 1897, recorded April 23, 1897, Book 1, Page 256, Reception No. 4111.
9. Easement and right-of-way for Mountain Bell Underground Facilities, purposes disclosed by instrument recorded October 1, 1981, Book 165, Page 380, Reception No. 169269, in which the specific location of the easement is not defined.
10. Easement and right-of-way for Highline Electric Association Underground Facilities, purposes disclosed by instrument recorded October 13, 1981, Book 165, Page 497, Reception No. 169298, in which the specific location of the easement is not defined.
11. Easement for a communication facility in Right-Of-Way Easement from Jeffrey L. Weiss and Jeanette K. Weiss to Mountain States Telephone and Telegraph Company, dated June 12, 1989, recorded July 14, 1989, Book 190, Page 140, Reception No. 176118.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Alliant National 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; 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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(202506/202506/3)

INSTRUMENT Patent No.  
 GRANTOR United States of America  
 GRANTEE Union Pacific Railway Company, formerly Union Pacific Railroad Company  
 DATE OF RECORD Apr. 23, 1897, 9 A.M.  
 BOOK 1 PAGE 256  
 DATE OF INST. Feb. 26, 1897

DESCRIPTION:

Lots 4, 5, 6 in 19-12-44	60.01 a.	Lots 1, 2, 3, 4, 5, 6 & E $\frac{1}{2}$ SW $\frac{1}{4}$	
Lots 1, 2, 3, 4 in 21-12-44	212.84 a.	& SE $\frac{1}{4}$ 7-11-45	473.54 a.
Lots 1, 2, 3, 4 in 23-12-44	214.88 a.	Lots 1, 2, 3, 4 & S $\frac{1}{2}$ 9-11-45	435.20 a.
All 25-12-44	640. a.	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & N $\frac{1}{2}$ NE $\frac{1}{4}$ and	
All 27-12-44	640. a.	N $\frac{1}{2}$ NW $\frac{1}{4}$ 11-11-45	379.25 a.
Lots 1, 2, 3, 4, 5, 6, 7, 8 & E $\frac{1}{2}$ of		All 15-11-45	640. a.
NW $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ 31-12-44.	642.63 a.	Lots 1, 2, 3, 4 & S $\frac{1}{2}$ 31-11-45	430.28 a.
SE $\frac{1}{4}$ 33-12-44	160 a.	Lots 1, 2, 3, 4, 5, 6 & N $\frac{1}{2}$ NE $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$ and	
All 35-12-44	640 a.	S $\frac{1}{2}$ of 35-11-45	640 a.
All 1-9-45	641.44 a.	Lot 1 & S $\frac{1}{2}$ SE $\frac{1}{4}$ 19-12-45	110.30 a.
All 3-9-45	640.90 a.	Lots 1, 2 & S $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SE $\frac{1}{4}$ 21-12-45	226.92 a.
SE $\frac{1}{4}$ and W $\frac{1}{2}$ 5-9-45	480.19 a.	Lots 1, 2 & S $\frac{1}{2}$ SE $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ 23-12-45	234.32 a.
All 7-9-45	657.53 a.	All 25-12-45	640 a.
All 9-9-45	640. a.	All 27-12-45	640 a.
All 11-9-45	640 a.	NW $\frac{1}{4}$ & S $\frac{1}{2}$ 29-12-45	480 a.
All 13-9-45	640 a.	Lots 3 & 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ of 31-12-45	479.91 a.
All 15-9-45	640 a.	All 33-12-45	640 a.
All 17-9-45	640 a.	All 35-12-45	640 a.
E $\frac{1}{2}$ 1-10-45	319.37 a.	All 1-9-46	639.76 a.
NE $\frac{1}{4}$ 3-10-45	159.28 a.	W $\frac{1}{2}$ 3-9-46	320.40 a.
All 5-10-45	640.80 a.	All 5-9-46	639.30 a.
SE $\frac{1}{4}$ & W $\frac{1}{2}$ 7-10-45	474.60 a.	All 9-9-46	640 a.
All 11-10-45	640 a.	All 11-9-46	640 a.
All 13-10-45	640 a.	All 13-9-46	640 a.
All 15-10-45	640 a.	SE $\frac{1}{4}$ & N $\frac{1}{2}$ 15-9-46	480 a.
All 17-10-45	640 a.	N $\frac{1}{2}$ 17-9-46	320 a.
All 19-10-45	647.36 a.	All 1-10-46	640.20 a.
All 21-10-45	640 a.	All 3-10-46	639.36 a.
All 25-10-45	640 a.	All 5-10-46	639.68 a.
All 27-10-45	640 a.	SW $\frac{1}{4}$ & N $\frac{1}{2}$ 7-10-46	472.40 a.
All 29-10-45	640 a.	All 9-10-46	640 a.
All 31-10-45	660.20 a.	SE $\frac{1}{4}$ & N $\frac{1}{2}$ 11-10-46	480 a.
All 35-10-45	640 a.	13-10-46	
Lots 1, 2, 3, 4 & S $\frac{1}{2}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ &			
S $\frac{1}{2}$ 1-11-45	641.20 a.		
All 3-11-45	614.40 A		
5-11-45	547.73 A		

All 3-11-45 644.40 a.  
 Lots 1, 2, 3, 4, 5, 6, 7, 8 &  
 S $\frac{1}{2}$ NE $\frac{1}{4}$  & S $\frac{1}{2}$ NW $\frac{1}{4}$  & N $\frac{1}{2}$ SW $\frac{1}{4}$  & N $\frac{1}{2}$ SE $\frac{1}{4}$  of  
 5-11-45 547.73 a.  
 NE $\frac{1}{4}$  19-10-46 160 a.  
 All 21-10-46 640 a.  
 All 23-10-46 640 a.  
 All 25-10-46 640 a.  
 All 27-10-46 640 a.  
 E $\frac{1}{2}$  31-10-46 320 a.  
 W $\frac{1}{2}$  33-10-46 320 a.  
 All 35-10-46 640 a.

Lots 1, 2, 3, 4, 5, 6 & S $\frac{1}{2}$ NE $\frac{1}{4}$   
 & S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  & N $\frac{1}{2}$ SE $\frac{1}{4}$  of  
 1-11-46 632.90 a.  
 All 3-11-46 640.40 a.  
 All 5-11-46 640.84 a.  
 All 7-11-46 638.50 a.  
 All 9-11-46 640 a.

Lots 1, 2, 3, 6, 7, 8, 9, 10, 11 & 12 &  
 SE $\frac{1}{4}$ SE $\frac{1}{4}$  of  
 11-11-46 369.17 a.  
 All 15-11-46 640 a.  
 All 17-11-46 640 a.  
 All 19-11-46 635.60 a.  
 All 21-11-46 640 a.

Lots 1, 2, 3, 4 in  
 23-11-46 150.68 a.  
 All 27-11-46 640 a.  
 All 29-11-46 640 a.  
 All 31-11-46 631.40 a.  
 All 33-11-46 640 a.

Lots 1, 2, 3 & W $\frac{1}{2}$ NW $\frac{1}{4}$  & S $\frac{1}{2}$  of  
 35-11-46 474.40 a.

Lots 1, 2, 3, 4 19-12-46 197.54 a.

Lots 1, 2, 3, 4 21-12-46 210.83 a.

All 27-12-46 640 a.

All 31-12-46 640.64 a.

S $\frac{1}{2}$  33-12-46 320 a.

Lots 1, 2, 3, 4, 5, 6 & SE $\frac{1}{4}$  of  
 35-12-46 381 a.

All 1 -10-47 640.60 a.

All 3 -10-47 642.12 a.

All 5 -10-47 642.88 a.

All 9 -10-47 640 a.

All 11-10-47 640 a.

All 13-10-47 640 a.

All 15-10-47 640 a.

N $\frac{1}{2}$  35-10-47 320 a.

All 1-11-47 640.68 a.

All 3-11-47 641.04 a.

E $\frac{1}{2}$  5-11-47 320.42 a.

All 7-11-47 637.76 a.

All 9-11-47 640 a.

All 11-11-47 640 a.

All 13-10-46 640 a.

All 15-10-46 640 a.

E $\frac{1}{2}$  17-10-46 320 a.

All 17-11-47 640 a.

All 19-11-47 640.40 a.

All 21-11-47 640 a.

All 23-11-47 640 a.

NE $\frac{1}{4}$  & S $\frac{1}{2}$  25-11-47 480 a.

NE $\frac{1}{4}$  & S $\frac{1}{2}$  27-11-47 480 a.

All 29-11-47 640 a.

All 31-11-47 644.56 a.

All 33-11-47 640 a.

All 35-11-47 640 a.

Lots 1, 2, 3, 4 19-12-47 235.59 a.

Lots 1, 2 23-12-47 103.68 a.

All 25-12-47 640 a.

All 27-12-47 640 a.

All 29-12-47 640 a.

All 31-12-47 644.16 a.

Excluding and excepting from the transfer by these presents, "All Mineral Lands" should any such be found to exist in the tract described in the foregoing, but this exclusion and exception according to the terms of the Statute "shall not be construed to include coal and iron land".

Signed: BY THE PRESIDENT,  
 Grover Cleveland  
 By I. A. Pugh, Acting Secretary  
 L.Q.C. Lamar, Recorder of the  
 General Land Office.  
 Government Seal attached.

For U. P. Patents, see following numbers:

Tr. 96

No. 4092

4097

4111

4367

4916

5454

5512

18954

For copy of Decision on mineral reservations in Union Pacific Patents and letters in reference thereto, see large envelope number Tr. 96 in Abstract File with card No Tr. 96, also for copy of same Decision, see front part of large Abstract Loose Leaf Index Book.

No. 169269

LETTER

MOUNTAIN BELL

Denver, Colorado  
Sept. 24, 1981

Sedgwick County Clerk/Recorder  
Julesburg,  
Colorado

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Pro-  
cedures for the Protection of Underground Facilities from  
Damage Caused by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General  
Assembly of Colorado, we are providing you with the following  
information:

1. Name of Operator of Underground Facilities:  
Mountain Bell
2. Area Served by Mountain Bell:  
See attached map
3. Telephone Number of Location Center:  
226-6310
4. Job Title of Location Center Supervisor:  
Assistant Manager
5. Address of Location Center:  
4620 S. College Avenue  
Ft. Collins, Colo.

If you have any questions or comments regarding this  
information, please contact Mike Ragan or 624-6409.

R. C. LANGE  
R. C. Lange  
District Staff Manager-  
Distribution Services

Recorded in the County Clerk and Recorder's Office, Sedgwick  
Co., Colo., Oct. 1, 1981, 9 A.M., Book 165, Page 380

HIGHLINE ELECTRIC ASSOCIATION  
Holyoke, Colorado  
October 6, 1981

Sedgwick County Clerk/Recorder  
Courthouse  
Julesburg, Colorado

In compliance with Senate Bill No. 172-1981-CRS 9-1.5-103, enacted by the General Assembly of Colorado, we are providing the following information:

1. Name of operator of underground facilities:  
Highline Electric Association
2. Area served by Highline Electric Association:  
All Areas of Sedgwick County
5. Address of location center:  
407 E. Denver St.,  
Holyoke, Colorado

If you have any questions or comments regarding this information please contact Robert Oswald at 854-2236.

ROBERT E. OSWALD  
Robert E. Oswald  
System Engineer

Recorded in the County Clerk and Recorder's Office, Sedgwick Co., Colo., Oct 13, 1981, 9:00 A.M., Book 165, Page 497.

5-6-92

HIGHLINE ELECTRIC ASSOCIATION Letter to  
Sedgwick County Clerk and Recorder dated  
October 6, 1981, recorded October 13, 1981,  
Book 165, Page 497, Reception No. 169298,  
in compliance with Senate Bill No. 172-1981-  
CRS 9-1.5-103.

F  
R ✓

RECORDING INFORMATION ONLY

SEDGWICK COUNTY, CO 0176118 07/14/1989 09:00  
BK 190 PG 140 MAEDINE NELSON, RECORDER

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One Hundred and No/100 dollars (~~100.00~~) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto the Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land 10 feet in width located in the following Section in Township 10 North, Range 45 West of the 6th Principal Meridian: east half of southeast quarter Section 5, said strip of land abutting west Right-of-Way County #29 beginning at a point on the north Right-of-Way County #18 and extending in a north direction to a point of terminus at the east-west quarter line.

- ① line of
- ② Road

SE 1/4 5-10-45

situate in County of Sedgwick, State of Colorado, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary, and the right to permit other utility companies to use the right-of-way jointly with Grantee for their utility purposes.

The Grantee shall restore grantors property damaged during its construction and maintenance operations to as near original condition as possible.

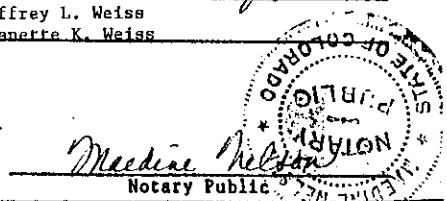
The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 12th day of June, A.D., 19 89  
AT: Julesburg, Colorado Jeffrey L. Weiss Grantor  
Jeanette K. Weiss Grantor

STATE OF COLORADO  
COUNTY OF Sedgwick }

The foregoing instrument was acknowledged before me this 12th day of June, 19 89, by Maedine Nelson Jeffrey L. Weiss  
Jeanette K. Weiss

My Commission Expires: 1-31-93



PLAT & T. CO. NUMBER	60877	REMARKS:	SPACE RESERVED FOR RECORDER'S CERTIFICATE
QUARTER SECTION	SE	Jeanette Weiss	
SECTION	5	307 5th	
TOWNSHIP	10 N	Ovid, CO 80744	
RANGE	45 W	Lot No. (Louis) 461-557A	
PRINCIPAL MERIDIAN	6th	JOB NUMBER C8-0966	
EXCHANGE OR TOLL LINE	Ovid	MAIL TO: MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.	
ROAD CODE, BURIED OR CONDUIT			