

OTTO E. LUEKING JR. ESTATE LAND AUCTION

April 15, 2025

LIVE
Auction

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

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DUE DILIGENCE PACKET

Updated and Printed: April 4, 2025

OTTO E LUEKING JR ESTATE LAND AUCTION

Yuma County, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with NO RESERVE

Tuesday, April 15, 2025

**10:30 am, MT
Reck Agri Auction Center
535 E Chestnut
Sterling, CO**

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



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www.reckagri.com**

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Terms & Conditions

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

ANY CHANGES ARE NOTED IN RED.

AUCTION PROCEDURE: The "OTTO E LUEKING JR ESTATE LAND AUCTION" is a land auction with NO RESERVE. The Lueking Estate property to be offered as a "MULTI PARCEL" Auction and will be offered in the sale order as stated within the Due Diligence Packet. Bidding competition will determine the highest aggregate bid(s). Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

TERMS: Upon the conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. If Parcel #13 sells separately, 5% of the purchase price is due as earnest money. Earnest money deposit will be transferred to Yuma County Abstract prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and oral announcements shall be incorporated and made a part of the contract. Sample contract is available within the Due Diligence Packet.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before May 23, 2025. Depending on how the property sells and the number of closings to be conducted, Buyer and Seller agree the closings may be scheduled between May 21-May 23. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Personal Representative's Deed free and clear of all liens and encumbrances. TBD Title commitments will be available for review within the updated version of this Due Diligence Packet which will be provided prior to the auction. These TBD title commitment(s) and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land). Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction but before closing, 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 documents shown within the title commitment; and zoning, building, subdivision, and other restrictions, covenants, and/or regulations of record.

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property whether for livestock, domestic and/or irrigation use, including but not limited to the following: Well Permit #6804 FP, #16361 FP, #16366 FP, #17951 FP #18588 FP, #76850, and #20322 FP. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, W-Y Groundwater District, and Republican River Water Conservancy District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment.

POSSESSION: Possession of upon closing except for the following:

Upon the earnest money deposit clearing, the Buyer(s) may enter onto the property to complete necessary farmwork to prepare for 2025 crop season. This completed farmwork does not constitute a farm lease. In the event the Buyer(s) defaults, the Buyer(s) forfeits their earnest money and their farmwork and expenses. In the event the Seller defaults, the earnest money will be returned to the Buyer(s) and cost of the farmwork and expenses to be reimbursed to Buyer(s).

Possession of the rental home on Parcel #9A to be determined.

Possession of the home and buildings on Parcel #13 to be delivered 45 days after closing.

Possession of Parcel #14 to be delivered 45 days after closing. Seller reserves the right to conduct an equipment auction on Parcel #14.

PERSONAL PROPERTY: Description of the personal property and irrigation equipment included within each parcel description.

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.

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

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

LEGAL DESCRIPTION/EXEMPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combos and a survey is required to create a metes and bounds legal description and subdivision exemption for Parcel #14. Seller to provide and pay for said survey and apply for said subdivision exemption. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey and/or subdivision exemption.

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

GROWING CROPS: Seller to convey all growing wheat crop to the Buyer(s). Seller to assign all right, title, and interest to the crop insurance at time of closing. Buyer(s) to pay premium at closing.

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

ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from 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.

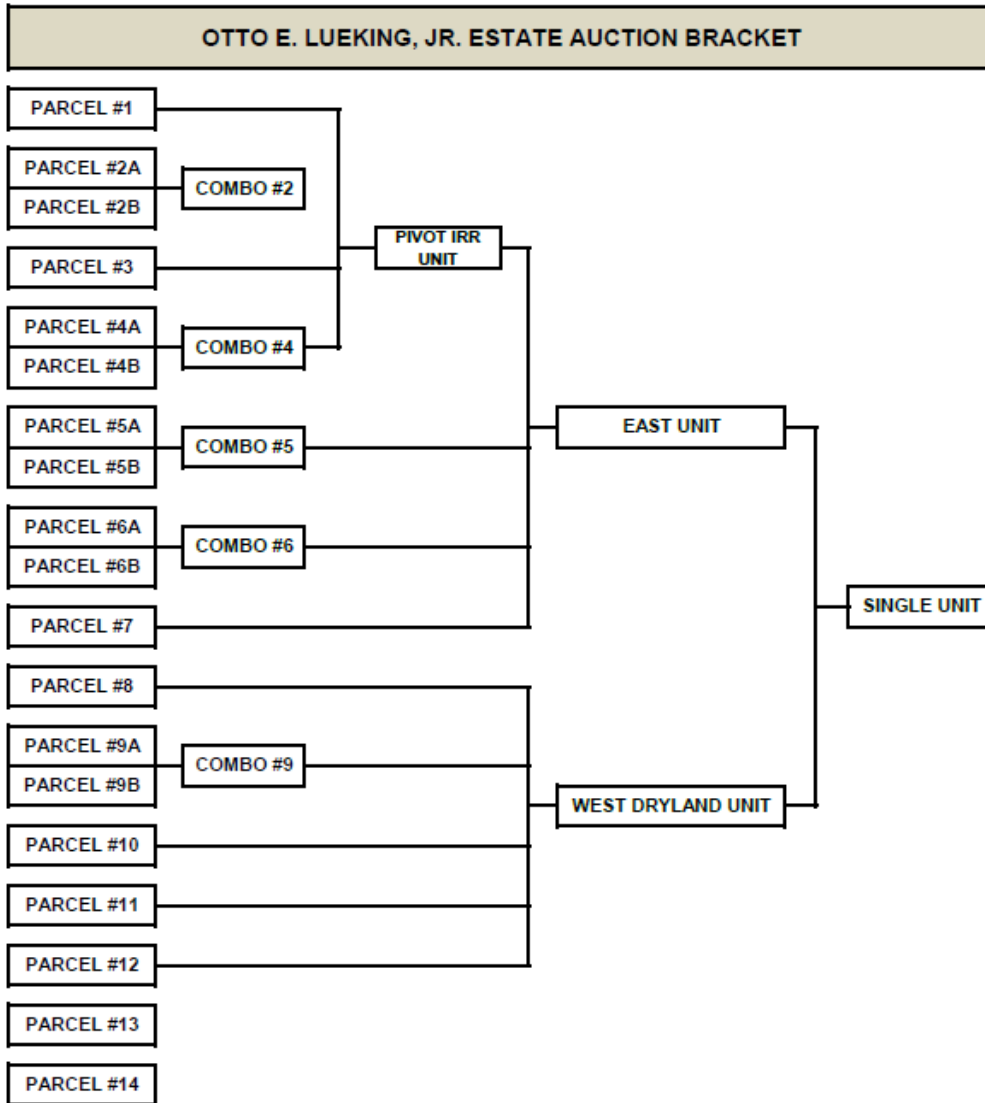
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s)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

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

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

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Auction Bracket & Sale Order

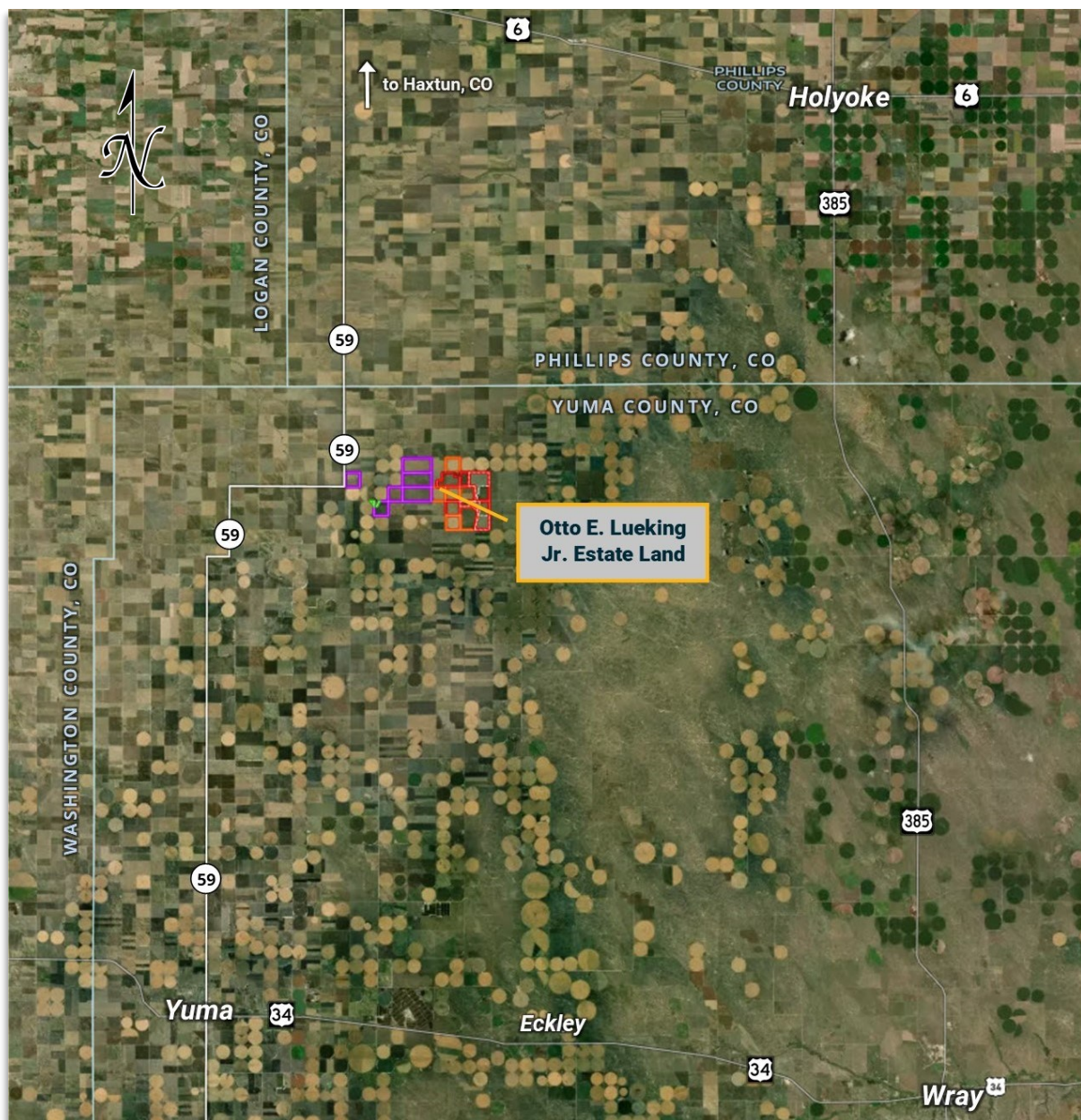


SALE ORDER
PARCEL #1
PARCEL #2A
PARCEL #2B
COMBO #2
PARCEL #3
PARCEL #4A
PARCEL #4B
COMBO #4
PIVOT IRR UNIT
PARCEL #5A
PARCEL #5B
COMBO #5
PARCEL #6A
PARCEL #6B
COMBO #6
PARCEL #7
EAST UNIT
PARCEL #8
PARCEL #9A
PARCEL #9B
COMBO #9
PARCEL #10
PARCEL #11
PARCEL #12
WEST DRYLAND UNIT
SINGLE UNIT
PARCEL #13
PARCEL #14

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Location Map



Parcel #1

Parcel Map



Parcel Information



**Parcel
#1**

Legal Description:

SE1/4 Section 13, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 196-200 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

130.00± Ac Pivot Irrigated

25.63± Ac Dry Corners

4.37± Ac Grass/Rds

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class III. See Soils Map on Page 63.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,326.02, including \$3,920.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 119.34 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #18588-F appropriated for 400 ac-ft. Equipment includes 7-tower Zim-matic sprinkler, 150 HP US electric motor and pump.

See Pages 83-85 for copy of final permit and well log. See Page 85-A for a current well test. Note: motor needs bearings. Prior to closing, Seller to repair motor.

Comments:

Pivot currently in grain sorghum stubble. 25.63± ac growing wheat crop. See page 99-100 for copy of crop insurance schedule. See 102 for copy of spring top dress application on wheat. See page 113 for copy of fall fertilizer application on wheat.



**Parcel
#2A**

Parcel Map



Parcel Information

**Parcel
#2A**

Legal Description:

SW1/4 Section 24, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #2A is combined with Parcel #2B within the same TBD title commitment shown on Pages 201-205. If sold separately, the title commitment will be updated to reflect each respective parcel. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

132.01± Ac Pivot Irrigated

27.20± Ac Dry Corners

.79± Ac Grass/Rds

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II & III. See Soils Map on Page 64.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,238.00, including \$3,920.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 121.18 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #16361-FP appropriated for 400 ac-ft. Equipment includes 8-tower Valley sprinkler, 125 HP Newman electric motor and pump.

See Pages 86-87 for copy of final permit and well log. [A current well test is on Page 87-A.](#)

Comments:

Pivot currently in corn stalks. 27.20± ac growing wheat crop. See page 99-100 for copy of crop insurance schedule. See 104 for copy of spring top dress application on wheat. See page 119 for copy of fall fertilizer application on wheat.





Parcel Information

**Parcel
#2B**

Legal Description:

SE1/4 Section 24, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #2B is combined with Parcel #2A within the same TBD title commitment shown on Pages 201-205. If sold separately, the title commitment will be updated to reflect each respective parcel. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

132.01± Ac Pivot Irrigated

27.40± Ac Dry Corners

.59± Ac Grass/Rds

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II & III. See Soils Map on Page 65.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,238.00, including \$3,920.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 121.18 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #16366-FP appropriated for 400 ac-ft. Equipment includes 8-tower Valley sprinkler, 125 HP Newman electric motor and pump.

See Pages 88-89 for copy of final permit and well log. A current well test is shown on Page 89-A. Seller, prior to closing, will replace and/or repair pump with the anticipation of, but no guarantee of, pumping 600-700 gpm.

Comments:

Pivot currently in grain sorghum stubble. 27.40 ± ac growing wheat crop. See pages 99-100 for copy of crop insurance schedule. See page 104 for copy of spring top dress application on wheat. See page 119 for copy of fall fertilizer application on wheat.





Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B.

Acreage:

264.01± Ac Pivot Irrigated

54.60± Ac Dry Corners

1.38± Ac Rds/waste

320.00± TOTAL

Land Tenure:

See Parcels #2A & #2B.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$2,476.00, including \$7,840.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 242.36 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

See Parcels #2A & #2B.

Comments:

132.01± ac in corn stalks and 132.01± ac in grain sorghum stubble under pivots, and 54.60± ac growing wheat.

See Parcels #2A & #2B for other comments.



Parcel #3

Parcel Map



Parcel Information

**Parcel
#3**

Legal Description:

SW1/4 plus a portion of the NW1/4 of Section 19, Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.

Parcel #3 is combined with Parcel #5A & #6A within the same TBD title commitment shown on Pages 206-211. If Parcel #3 sells separately from Parcel #5A & #6A, a survey is to be completed to create a metes and bounds legal description and the title commitment will be updated to reflect the new legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

134.30± Ac Pivot Irrigated

27.50± Ac Dry Corners

.30± Ac Grass/Rds

162.10± TOTAL

Land Tenure:

Soils consists primarily of Class II & III. See Soils Map on Page 66.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,228.92, including \$3,869.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 123.28 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #17951-FP appropriated for 400 ac-ft. Equipment includes 8-tower Valley sprinkler, 100 HP US electric motor and pump.

See Pages 90-91 for copy of final permit and well log. A current well test is shown on Page 91-A. Note: Under comments, motor needs bearings and pump needs lowered. Prior to closing, Seller will have pump lowered and motor repaired.

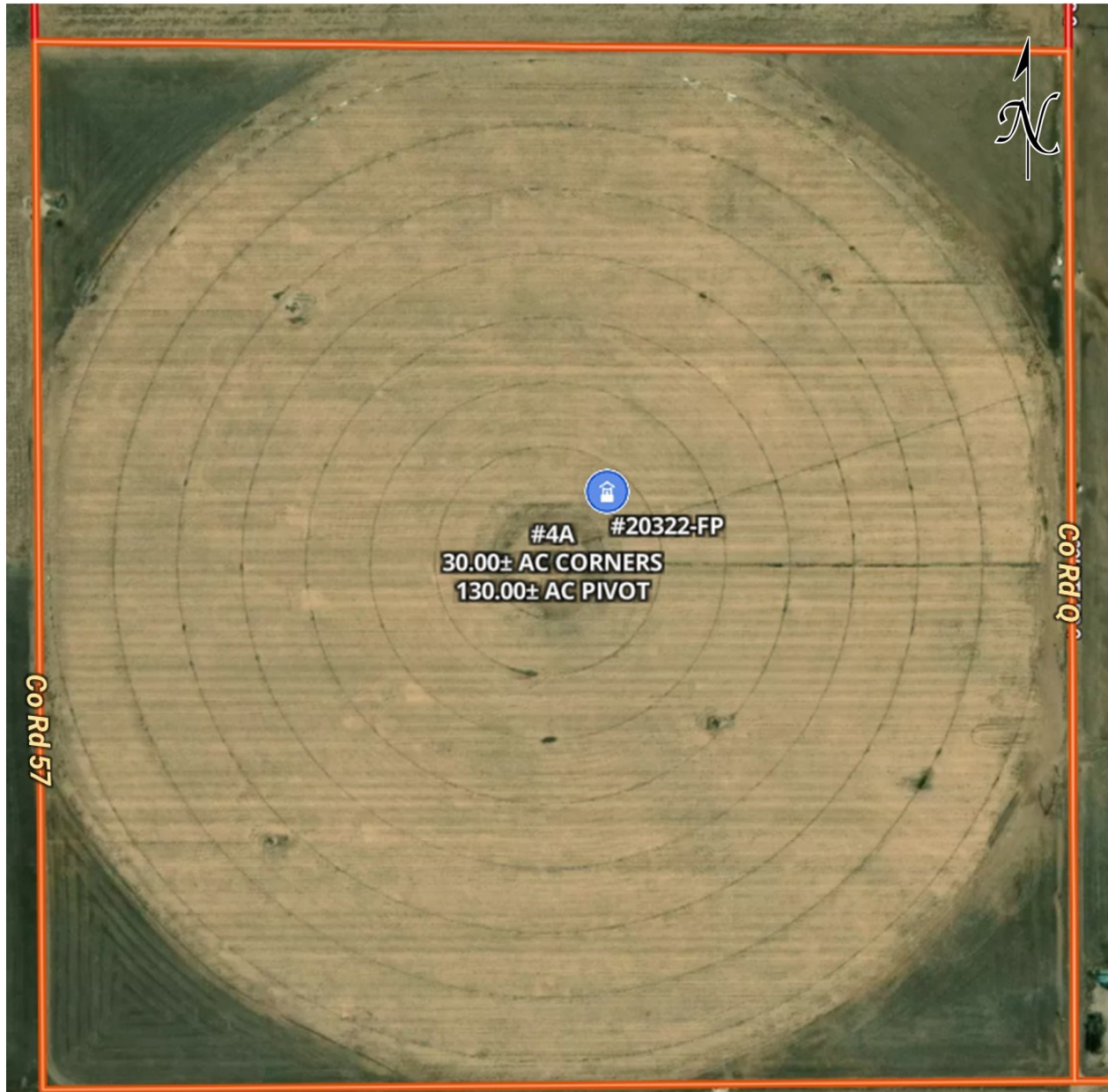
Comments:

Pivot currently in corn stalks. 27.50± ac growing wheat crop. See page 99-100 for copy of crop insurance schedule. See 106 for copy of spring top dress application on wheat. See page 112 for copy of fall fertilizer application on wheat.



**Parcel
#4A**

Parcel Map



Parcel Information



**Parcel
#4A**

Legal Description:

SE1/4 Section 25, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 212-216 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

130.00± Ac Pivot Irrigated

30.00± Ac Dry Corners

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 67.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,216.58, including \$3,920.00 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 119.34 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #20322-FP appropriated for 400 ac-ft. Equipment includes 8-tower Valley sprinkler, 125 HP US electric motor and pump.

See Pages 92-93 for copy of final permit and well log. A current well test is shown on Page 93-A.

Comments:

Pivot currently in corn stalks and 30.00± ac wheat stubble in corners. See Page 127 for copy of fall herbicide application on wheat stubble.





Parcel Information

**Parcel
#4B**

Legal Description:

Part of Section 30 including pivot, northwest & southwest corners Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.

See Pages 217-222 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request. Survey to be completed if Parcel #4B sells separately from Parcel #5B to create a metes and bounds legal description.

Acreage:

220.00± Ac Pivot Irrigated

73.90± Ac Dry Corners

3.90± Ac Grass/Rds

297.80± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 68.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$2,395.29, including \$4,828.10 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 201.95 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #6804-FP appropriated for 562 ac-ft. Equipment includes 10-tower Valley sprinkler, 100 HP electric motor and pump.

See Page 94 for copy of final permit.

Comments:

Pivot currently in corn stalks. 73.90± ac growing wheat crop. See pages 99-100 for copy of crop insurance schedule. See page 105 for copy of spring top dress application on wheat. See page 114 for copy of fall fertilizer application on wheat.

The existing well was redrilled on 4/28/2016. Pages 95-97 shows a well construction and test report. Seller elected at this time to keep the older equipment in place. Page 97-A shows the current test with old equipment. Seller has elected to replace equipment with the equipment shown on Page 97-B plus replace pipeline to pivot point. Prior to closing, Seller to complete replacement of pump, motor and pipeline.





Combo Information

**Combo
#4**

Legal Description:

See Parcels #4A & #4B.

Acreage:

350.00± Ac Pivot Irrigated

103.90± Ac Dry Corners

3.90± Ac Rds/waste

457.80± TOTAL

Land Tenure:

See Parcels #4A & #4B.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$3,611.87, including \$8,748.10 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 321.29 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

See Parcels #4A & #4B.

Comments:

350± ac in corn stalks under pivot, 30.00± ac wheat stubble, and 73.90± ac growing wheat.

See Parcels #4A & #4B for other comments.





Unit Information



**Pivot
Irrigated
Unit**

Legal Description:

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

Acreage:

878.32± Ac Pivot Irrigated

211.63± Ac Dry Corners

9.95± Ac Rds/waste

1,099.90± TOTAL

Land Tenure:

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

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$8,642.81, including \$24,368.10 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 806.27 ac corn w/ 152 bu PLC yield.

Irrigation Water & Equipment:

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

Comments:

616.31± ac in corn stalks and 262.01± ac grain sorghum under pivot, 30.00± ac wheat stubble, and 181.63± ac growing wheat.

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



**Parcel
#5A**

Parcel Map



Parcel Information

**Parcel
#5A**

Legal Description:

E1/2 and part of NW1/4 Section 19, Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.

Parcel #5A is combined with Parcel #3 & #6A within the same TBD title commitment shown on Pages 206-211. If Parcel #5A sells separately from Parcels #3 & #6A, a survey is to be completed to create a metes and bounds legal description and the title commitment will be updated to reflect the new legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

113.79± Ac Dryland

259.20± Ac Pasture

11.51± Ac Improvements

384.50± TOTAL

Address:

147655 County Road 56, Yuma, CO

Land Tenure:

Soils consists primarily of Class II & IV. See Soils Map for dryland on Page 69. See Soils Map for Pasture on Page 70.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$2,480.72.

FSA Information:

FSA bases: 68.12 ac wheat w/ 37 bu PLC yield.

Comments:

113.79± ac growing wheat. See pages 99-100 for copy of crop insurance schedule. See page 108 for copy of spring top dress application on wheat. See page 120 for copy of fall fertilizer application on wheat.

Improvements: Livestock barn, grain storage, & outbldgs. House-Uninhabitable. There was a water leak in the house creating mold. Home was remediated and the relevant documents are available upon request stating the property has passed inspection. Water provided via domestic well from Parcel #5A. If parcel sells separately, there is no obligation to continue to provide water to said improvement site. See Page **141-142** for Yuma County assessor records for listing of improvements. Personal property is excluded.





Parcel Information



**Parcel
#5B**

Legal Description:

All that part of Section 30 excluding the pivot, northwest & southwest corners Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.

See Pages 217-222 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request. Survey to be completed if Parcel #4B sells separately from Parcel #5B to create a metes and bounds legal description.

Acreage:

128.71± Ac Dryland

210.48± Ac Pasture

4.61± Ac Improvements

343.80± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map for Dryland on Page 71. See Soils Map for Pasture on Page 72.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$452.79.

FSA Information:

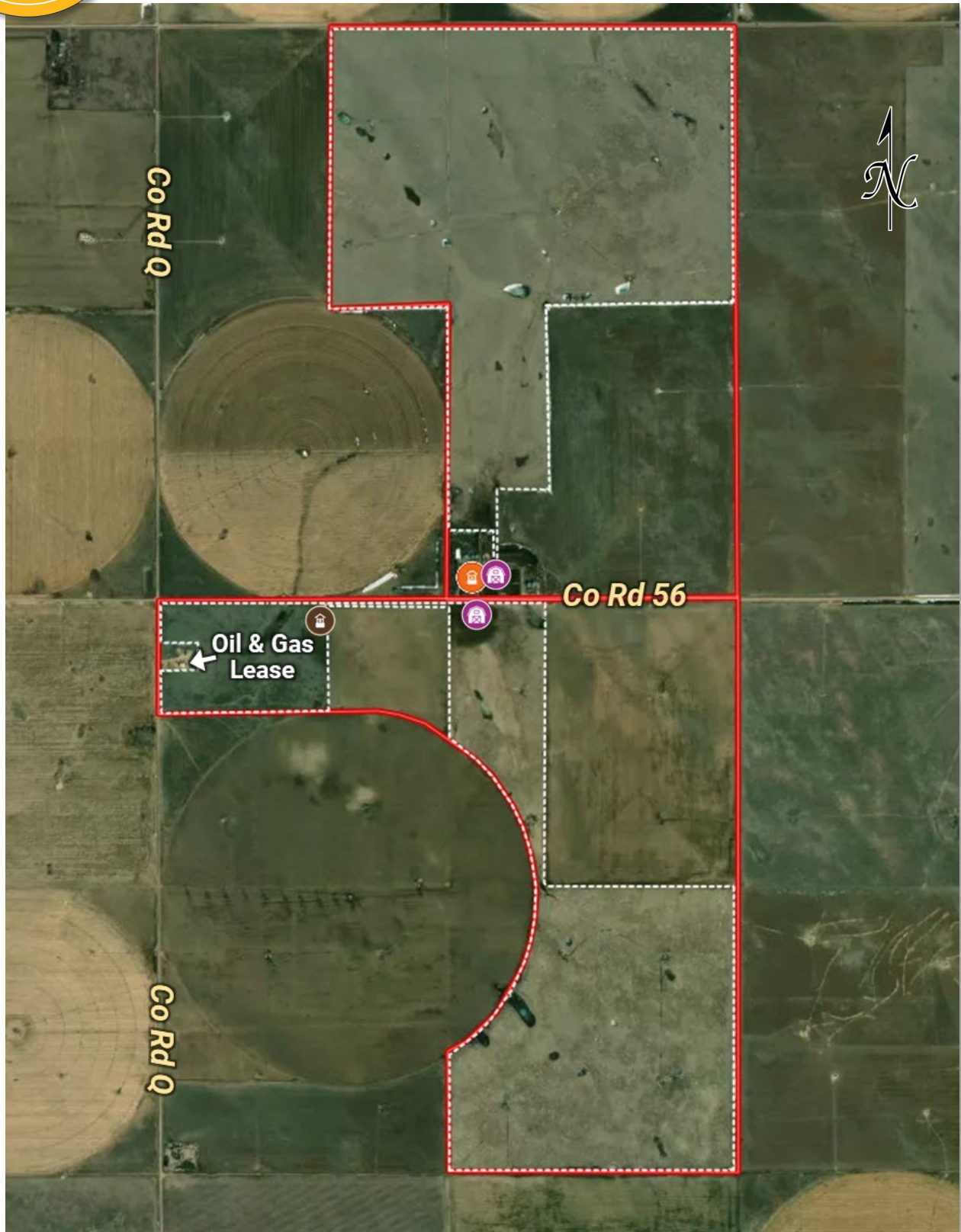
FSA bases: 77.05 ac wheat w/ 37 bu PLC yield.

Comments:

128.71± ac Wheat stubble. See Page 125 for copy of fall herbicide application on wheat stubble.

Improvements: Metal building for livestock with corrals. Water provided via domestic well from Parcel #5A. If parcel sells separately, there is no obligation to continue to provide water to said improvement site. See Pages [141-142](#) for Yuma County assessor records for listing of improvements.





Combo Information

**Combo
#5**

Legal Description:

See Parcels #5A & #5B.

Acreage:

242.50± Ac Dryland

469.68± Ac Pasture

16.12± Ac Improvements

728.30± TOTAL

Land Tenure:

See Parcels #5A & #5B.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$2,933.51.

FSA Information:

FSA bases: 145.17 ac wheat.

Comments:

113.79± ac growing wheat and 128.71± ac wheat stubble

See Parcels #5A & #5B.



**Parcel
#6A**

Parcel Map



Parcel Information



**Parcel
#6A**

Legal Description:

Part of NW1/4 Section 19, Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.

Parcel #6A is combined with Parcel #3 & #5A within the same TBD title commitment shown on Pages 206-211. If Parcel #6A sells separately from Parcels #3 & #5A, a survey is to be completed to create a metes and bounds legal description and the title commitment will be updated to reflect the new legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

93.56± Ac Dryland

2.34± Ac Rds/Waste

95.90± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 73.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$265.34.

FSA Information:

FSA bases: 56.01 ac wheat w/ 37 bu PLC yield.

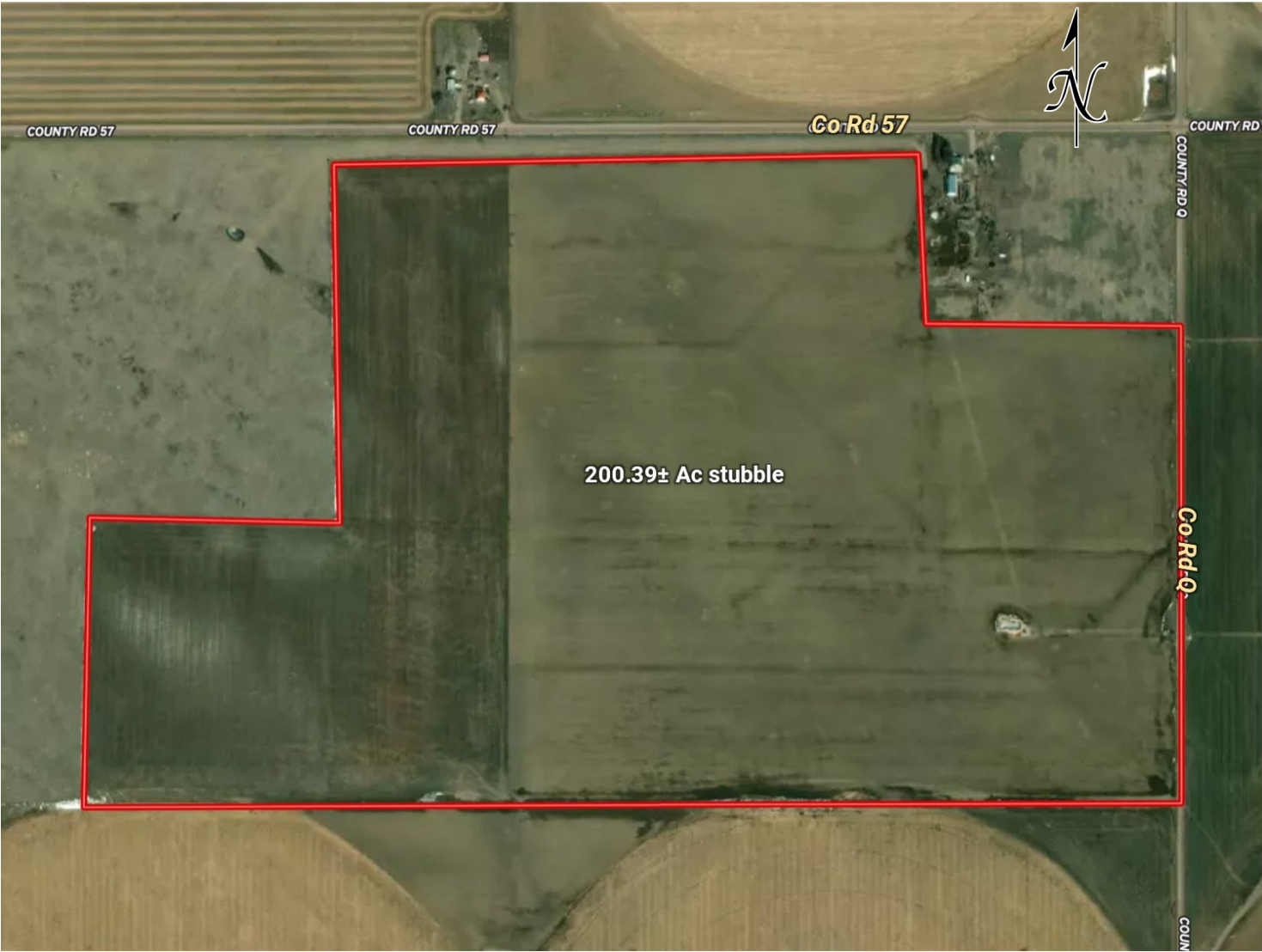
Comments:

93.56± ac growing wheat crop. See page 99-100 for copy of crop insurance schedule. See page 107 for copy of spring top dress application on wheat. See page 112 for copy of fall fertilizer application on wheat.





Parcel Map



Parcel Information



**Parcel
#6B**

Legal Description:

N1/2, except tracts, Section 24, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 223-227 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

200.37± Ac Dryland
.13± Ac Rds/waste

200.50± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 74.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$362.06.

FSA Information:

FSA bases: 119.95 ac wheat w/ 37 bu PLC yield.

Comments:

200.37± ac wheat stubble. See Page 129 for copy of fall herbicide application on wheat stubble.





Combo Information

**Combo
#6**

Legal Description:

See Parcels #6A & #6B.

Acreage:

293.93± Ac Dryland
2.47± Ac Rds/waste
<hr/>
296.40± TOTAL

Land Tenure:

See Parcels #6A & #6B.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$627.40

FSA Information:

FSA bases: 175.96 ac wheat.

Comments:

93.56± ac growing wheat and 200.37± ac wheat stubble
See Parcels #6A & #6B.



**Parcel
#7**

Parcel Map



Parcel Information



**Parcel
#7**

Legal Description:

NE1/4 Section 25, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 228-232 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

154.82± Ac Dryland

5.18± Ac Rds/Waste

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 75.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$385.98.

FSA Information:

FSA bases: 92.68 ac wheat w/ 37 bu PLC yield.

Comments:

154.82± ac wheat stubble. See Page 127 for copy of fall herbicide application on wheat stubble.





Unit Information



**East
Unit**

Legal Description:

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, & #7.

Acreage:

878.32± Ac Pivot Irrigated

691.25± Ac Dryland

211.63± Ac Dry Corners

469.68± Ac Grass

33.72± Ac Rds/Waste

2,284.60± TOTAL

Land Tenure:

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, & #7.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$12,589.70, including \$24,368.10 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 806.27 ac corn and 413.81 ac wheat.

Well Information & Equipment:

See Parcels #1, #2A, #2B, #3, #4A, #4B, & #5B.

Comments:

616.31± ac in corn stalks and 262.01± ac in grain sorghum stubble under pivot, 388.98± ac growing wheat, and 513.90± ac wheat stubble

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, & #7.



**Parcel
#8**

Parcel Map



Parcel Information



**Parcel
#8**

Legal Description:

S1/2 Section 14, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 233-236 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

324.48± Ac Dryland

Land Tenure:

Soils consists primarily of Class IV. See Soils Map on Page 76.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$785.54.

FSA Information:

FSA bases: 194.25 ac wheat w/ 37 bu PLC yield.

Comments:

324.48± ac wheat stubble. See Page 131 for copy of fall herbicide application on wheat stubble.



Parcel #9A

Parcel Map



Parcel Information



**Parcel
#9A**

Legal Description:

N1/2 Section 23, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #9A is combined with Parcel #9B within the same TBD title commitment shown on Pages 237-242. If sold separately, the title commitment will be updated to reflect each respective parcel. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

261.16± Ac Dryland

52.24± Ac Rds/Waste

313.40± TOTAL

Address:

12388 County Road 57, Yuma, CO

Land Tenure:

Soils consists primarily of Class II, III & IV. See Soils Map on Page 77.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$817.89

FSA Information:

FSA bases: 156.34 ac wheat w/ 37 bu PLC yield.

Comments:

261.2 ac planted wheat crop. See page 99-100 for copy of crop insurance schedule. See page 110 for copy of spring top dress application on wheat. See page 116 for copy of fall fertilizer application on wheat.

Improvements: House: See pages 143-144 for copy of Yuma County Assessor records.





Parcel Information



**Parcel
#9B**

Legal Description:

S1/2 Section 23, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #9B is combined with Parcel #9A within the same TBD title commitment shown on Pages 237-242. If sold separately, the title commitment will be updated to reflect each respective parcel. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

313.85± Ac Dryland

6.15± Ac Rds/Waste

320.00± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 78.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$741.87.

FSA Information:

FSA bases: 187.89 ac wheat w/ 37 bu PLC yield.

Comments:

313.85 ± ac planted wheat crop. See page 99-100 for copy of crop insurance schedule. See page 110 for copy of spring top dress application on wheat. See page 116 for copy of fall fertilizer application on wheat.





Combo Information

**Combo
#9**

Legal Description:

See Parcels #9A & #9B.

Acreage:

575.01± Ac Dryland

58.39± Ac Grass/Rds

633.40± TOTAL

Land Tenure:

See Parcels #9A & #9B.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,559.76

FSA Information:

FSA bases: 344.23 ac wheat w/ 37 bu PLC yield.

Comments:

575.01± ac planted wheat crop. See Parcels #9A & #9B.



**Parcel
#10**

Parcel Map



Parcel Information



**Parcel
#10**

Legal Description:

SE1/4 Section 22, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 243-246 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

153.28± Ac Dryland

6.72± Ac Rds/Waste

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 79.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$774.98

FSA Information:

FSA bases: 91.76 ac wheat w/ 37 bu PLC yield.

Comments:

153.3± ac wheat stubble. See Page 124 for copy of fall herbicide application on wheat stubble.

Improvements: See page [141-142](#) for description of improvements from the Yuma County Assessor office.



**Parcel
#11**

Parcel Map



Parcel Information



**Parcel
#11**

Legal Description:

NW1/4 Section 21, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 247-250 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

157.97± Ac Pivot Irrigated

2.03± Ac Dry Corners

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 80.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,216.58, including \$3,920.00 for RRWCD/WY assessments.

FSA Information:

FSA bases: 94.57 ac wheat w/ 37 bu PLC yield.

Comments:

78.97± ac wheat stubble, 79.00± ac growing wheat. See pages 99-100 for copy of crop insurance schedule. See page 103 for copy of spring top dress application on wheat. See page 109 for copy of fall fertilizer application on wheat.



**Parcel
#12**

Parcel Map



Parcel Information

**Parcel
#12**

Legal Description:

NW1/4 Section 27, less a 6.2± ac parcel, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #12 is combined with Parcel #13 within the same TBD title commitment shown on Pages 251-254. If Parcel #12 sells separately from Parcel #13, the title commitment will be updated to reflect Parcel #12's legal description to except out Parcel #13's legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

151.80± Ac Dryland

2.00± Ac Rds/Waste

153.80± TOTAL

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 81.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$418.00.

FSA Information:

FSA bases: 89.05 ac wheat w/ 37 bu PLC yield.

Comments:

151.80± ac growing wheat. See page 99-100 for copy of crop insurance schedule. See 109 for copy of spring top dress application on wheat. See page 116 for copy of fall fertilizer application on wheat.





Unit Map



Unit Information



**West
Unit**

Legal Description:

See Parcels #8, #9A, #9B, #10, #11, #12.

Acreage:

1,362.54± Ac Dryland

69.14± Ac Grass/Rds

1,431.70± TOTAL

Land Tenure:

See Parcels #8, #9A, #9B, #10, #11, #12.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$3,924.26

FSA Information:

FSA bases: 813.86 ac wheat.

Comments:

805.81± ac growing wheat and 556.73± ac wheat stubble

See Parcels #8, #9A, #9B, #10, #11, #12.





Unit Map



Unit Information



**Single
Unit**

Legal Description:

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, #7, #8, #9A, #9B, #10, #11, & #12.

Acreage:

878.32± Ac Pivot Irrigated
2,053.79± Ac Dryland
469.68± Ac Grass
211.63± Ac Dry Corners
102.86± Ac Rds/Waste

3,716.30± TOTAL

Land Tenure:

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, #7, #8, #9A, #9B, #10, #11, & #12.

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$16,513.96, including \$24,368.10 for RRWCD/WYGWD assessments.

FSA Information:

FSA bases: 1,227.67 ac wheat, 806.27 ac corn.

Irrigation Water & Equipment:

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B.

Comments:

616.31± ac in corn stalks and 262.01± ac in grain sorghum stubble under pivot, 1,194.79± ac planted wheat, and 1,070.63± ac wheat stubble

See Parcels #1, #2A, #2B, #3, #4A, #4B, #5A, #5B, #6A, #6B, #7, #8, #9A, #9B, #10, #11, & #12.



**Parcel
#13**

Parcel Map



Parcel Information



**Parcel
#13**

Legal Description:

Parcel in NW1/4 Section 27, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

Parcel #13 is combined with Parcel #12 within the same TBD title commitment shown on Pages 251-254. If Parcel #12 sells separately from Parcel #13, the title commitment will be updated to reflect Parcel #12's legal description to except out Parcel #13's legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Address:

11132 County Road 56, Yuma, CO 80759

Acreage:

6.2± Ac Improvement Site

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$1,293.00.

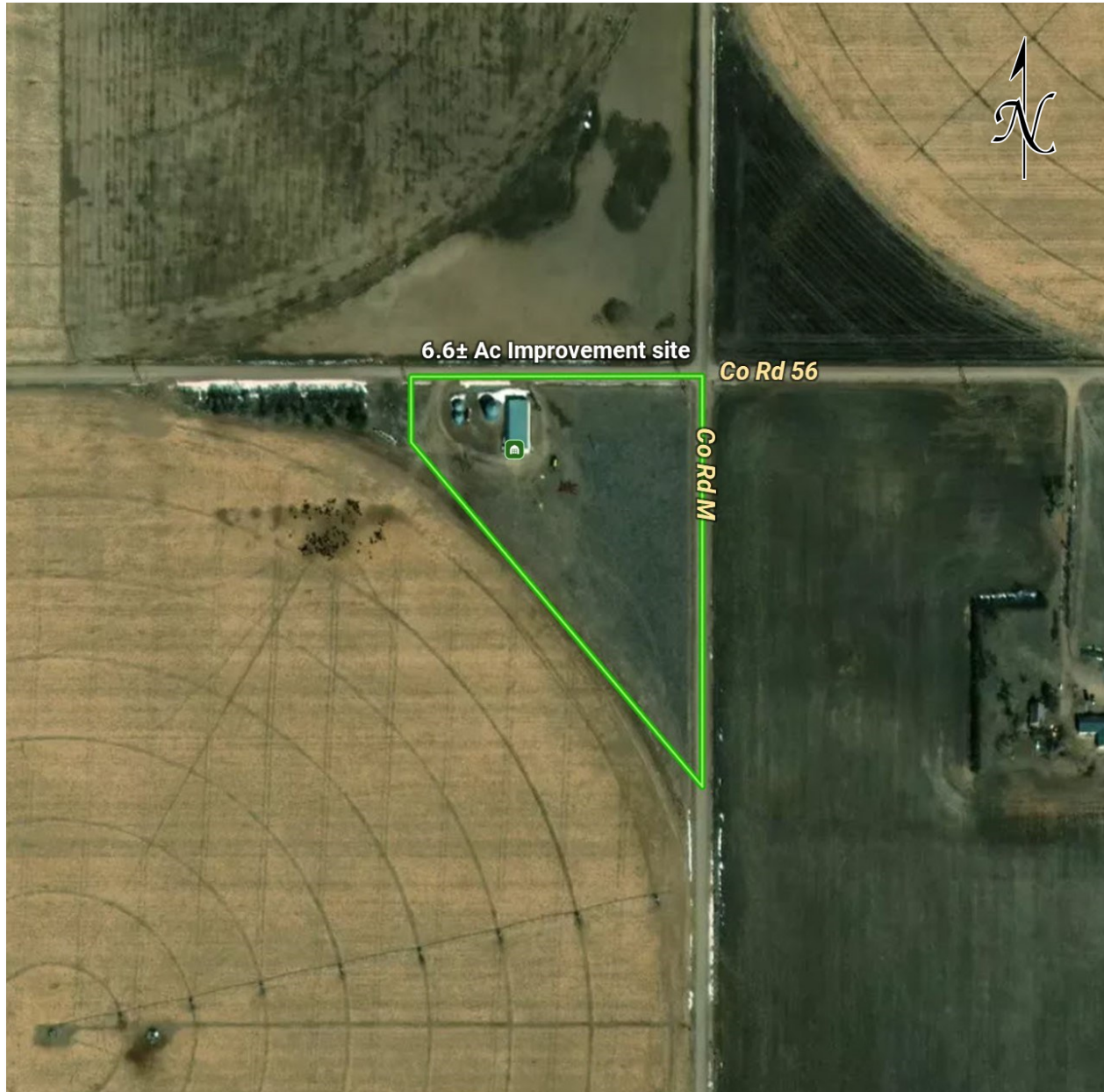
Comments:

Improvements: Modular home w/2 attached garage. Quonset shed. See page [141-142](#) for description of improvements from Yuma County Assessor records.



**Parcel
#14**

Parcel Map



Parcel Information



**Parcel
#14**

Legal Description:

Parcel in NE corner of the NE1/4 Section 28, Township 5 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 255-258 for TBD title commitment and legal description. A supplemental packet with title exceptions is available for review on reckagri.com or as a hard copy upon request.

Acreage:

6.60± Ac Improvement Site

Taxes & Assessments:

2024 real estate taxes payable in 2025 are: \$489.16.

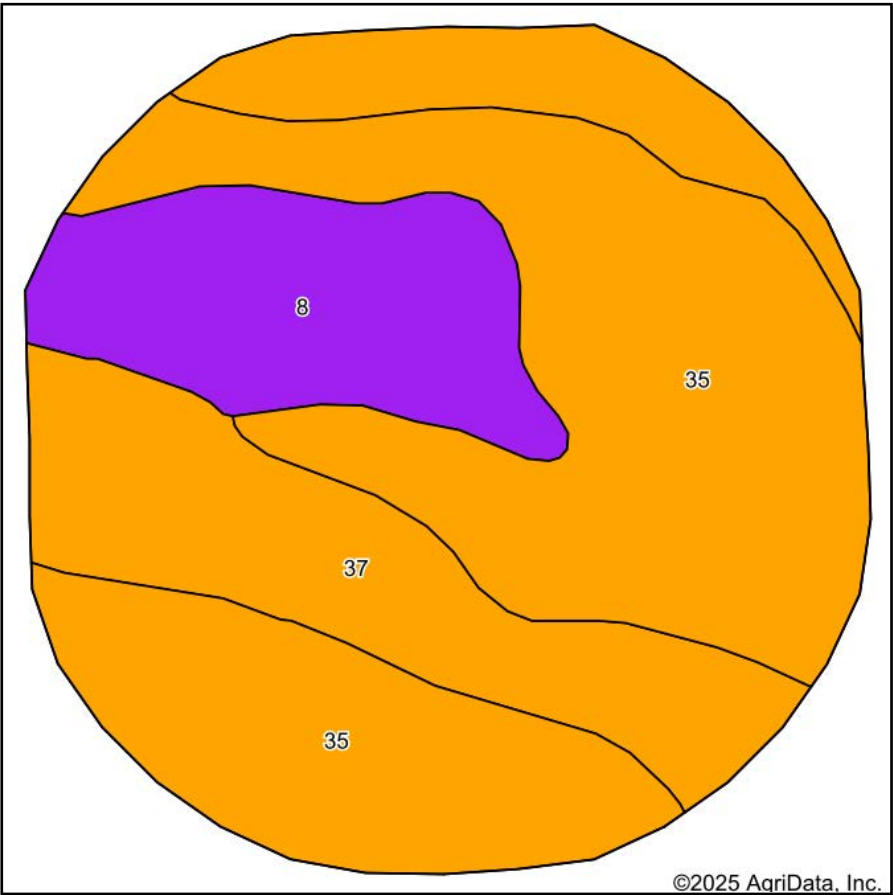
Comments:

Metal building with grain bin. See pages [141-142](#) for Yuma County assessor record for description of improvements.

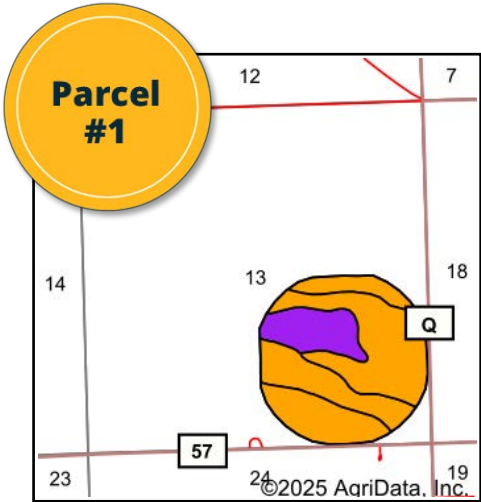


SOILS MAPS





Soils data provided by USDA and NRCS.





State: **Colorado**
 County: **Yuma**
 Location: **13-5N-47W**
 Township: **Yuma**
 Acres: **130.15**
 Date: **3/20/2025**

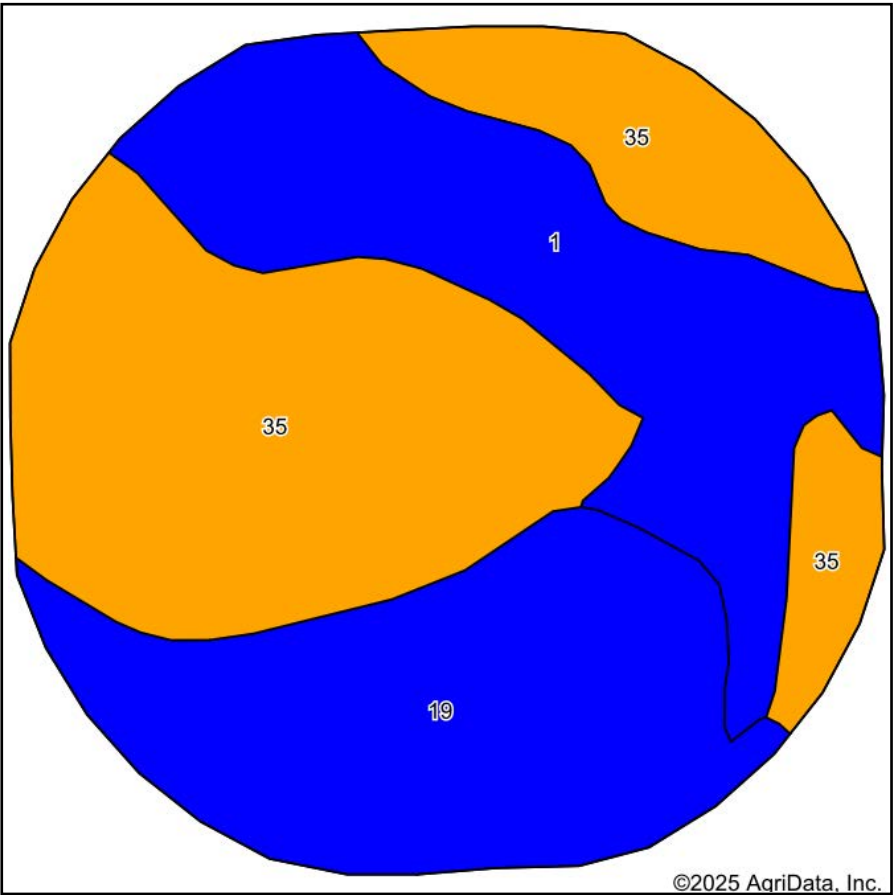
Maps Provided By:

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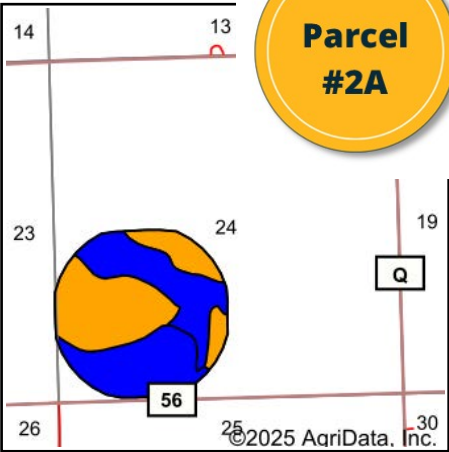
Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
35	Platner loam, 0 to 3 percent slopes	71.12	54.7%		IIIIs
37	Rago loam, 0 to 3 percent slopes	37.26	28.6%		IIIIs
8	Canyon-Dioxice complex, 1 to 9 percent slopes	21.77	16.7%		Vle
Weighted Average					3.50



Soils data provided by USDA and NRCS.

**Parcel
#2A**






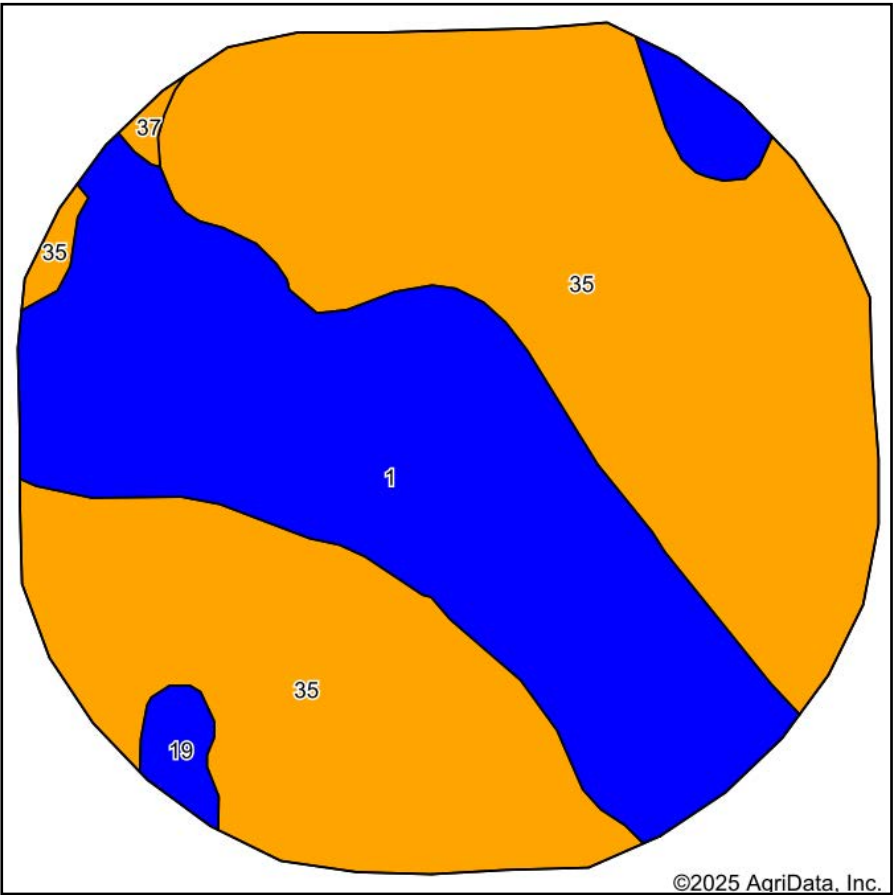
State: **Colorado**
 County: **Yuma**
 Location: **24-5N-47W**
 Township: **Yuma**
 Acres: **132.02**
 Date: **3/20/2025**

Maps Provided By:

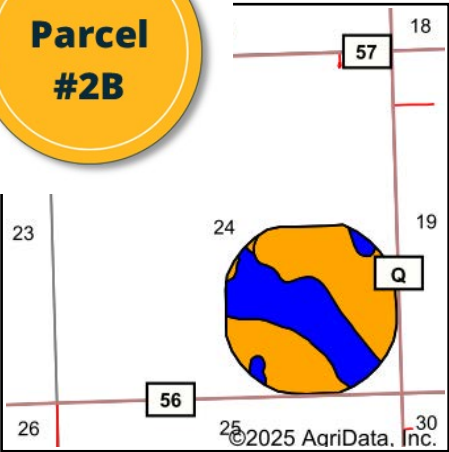
 CUSTOMIZED ONLINE MAPPING
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Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
35	Platner loam, 0 to 3 percent slopes	58.97	44.7%		IIIs
19	Haxtun sandy loam, 0 to 3 percent slopes	37.02	28.0%		Ile
1	Albinas loam	36.03	27.3%		IIw
Weighted Average					2.45



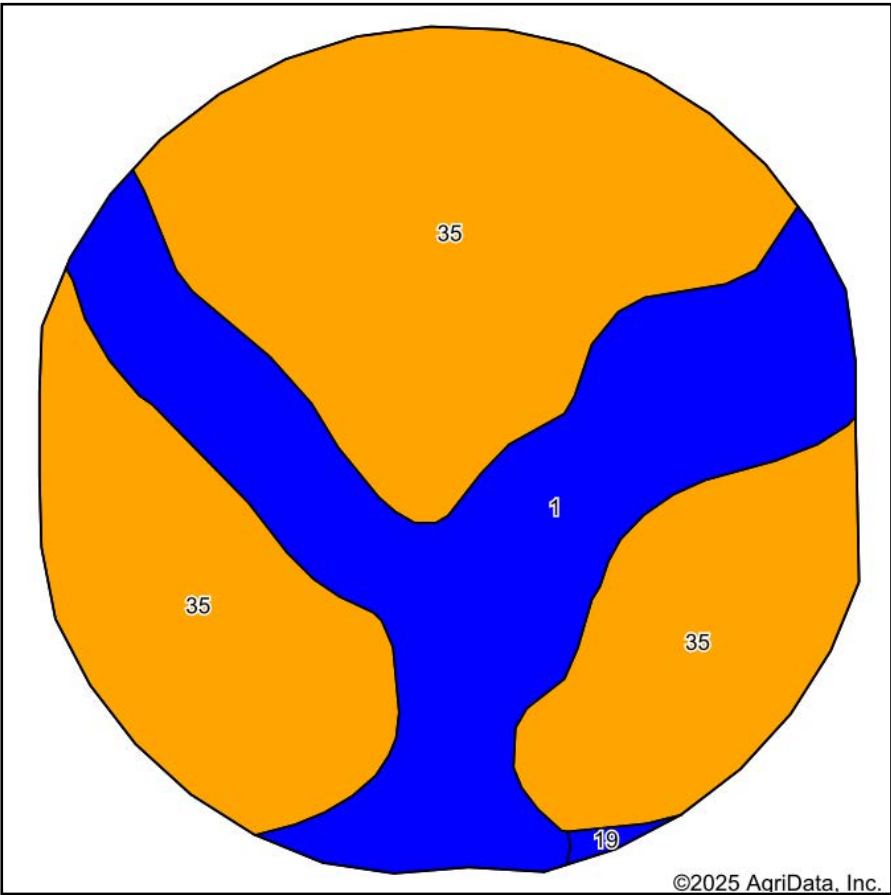
Soils data provided by USDA and NRCS.



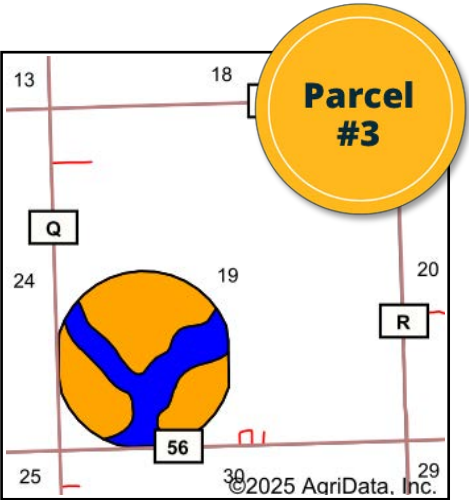
State: **Colorado**
 County: **Yuma**
 Location: **24-5N-47W**
 Township: **Yuma**
 Acres: **132.68**
 Date: **3/20/2025**



Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
35	Platner loam, 0 to 3 percent slopes	82.95	62.5%		IIIIs
1	Albinas loam	47.61	35.9%		IIw
19	Haxtun sandy loam, 0 to 3 percent slopes	1.69	1.3%		Ile
37	Rago loam, 0 to 3 percent slopes	0.43	0.3%		IIIIs
Weighted Average					2.63



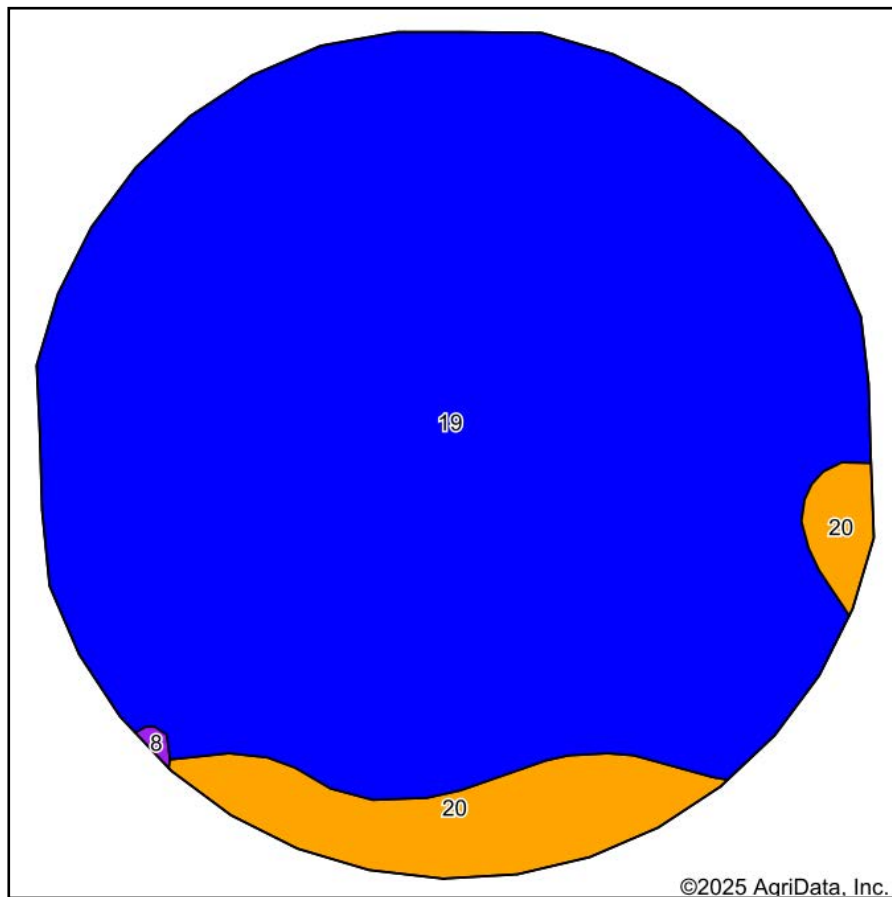
Soils data provided by USDA and NRCS.



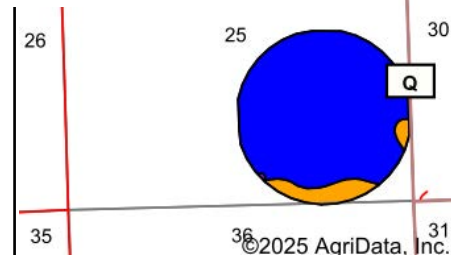
State: **Colorado**
 County: **Yuma**
 Location: **19-5N-46W**
 Township: **Yuma**
 Acres: **134.23**
 Date: **3/20/2025**

Maps Provided By:

Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
35	Platner loam, 0 to 3 percent slopes	90.85	67.7%		IIIIs
1	Albinas loam	42.92	32.0%		IIw
19	Haxtun sandy loam, 0 to 3 percent slopes	0.46	0.3%		Ile
Weighted Average					2.68



Soils data provided by USDA and NRCS.



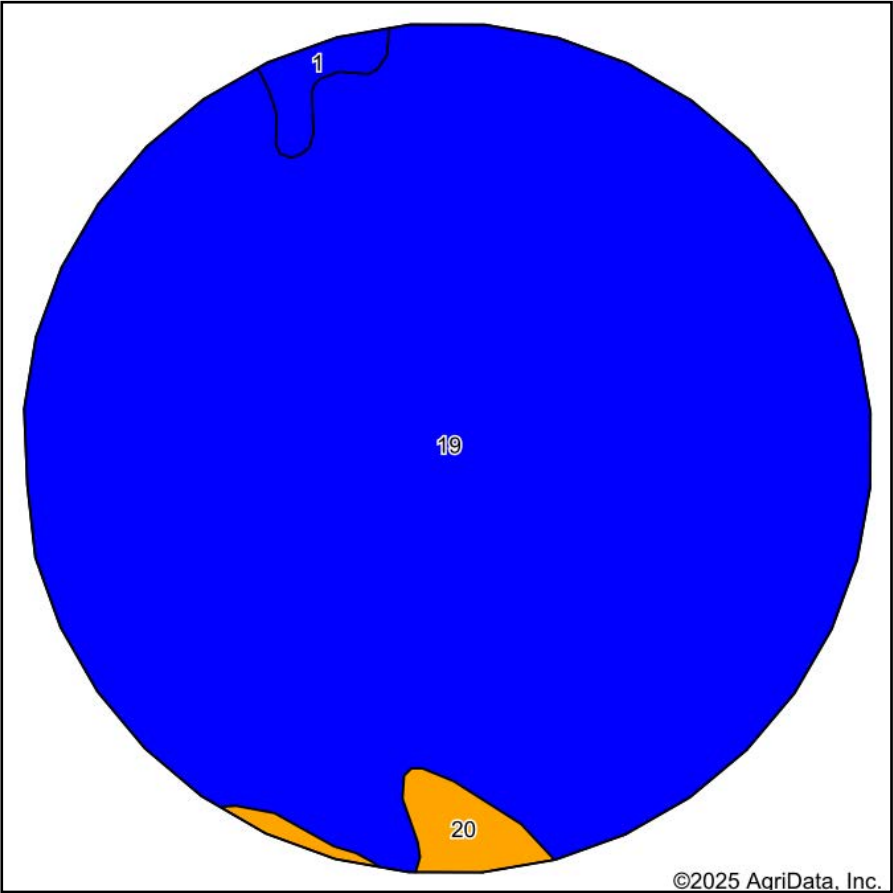
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 County: **Yuma**
 Location: **25-5N-47W**
 Township: **Yuma**
 Acres: **130.76**
 Date: **3/20/2025**

Maps Provided By:

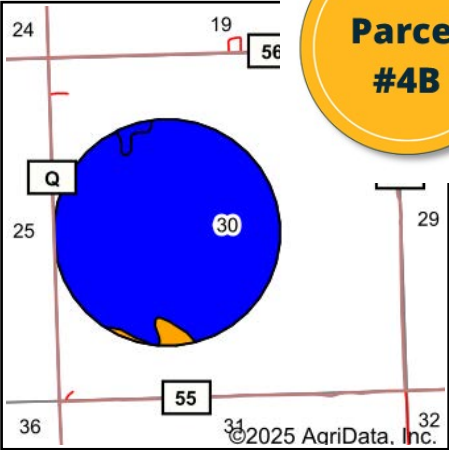


Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	119.46	91.4%		Ile
20	Iliff loam	11.14	8.5%		IIIe
8	Canyon-Dioxice complex, 1 to 9 percent slopes	0.16	0.1%		VIe
Weighted Average					2.09

Soils data provided by USDA and NRCS.



Soils data provided by USDA and NRCS.



**Parcel
#4B**




State: **Colorado**
 County: **Yuma**
 Location: **30-5N-46W**
 Township: **Yuma**
 Acres: **220.19**
 Date: **3/20/2025**

Maps Provided By:

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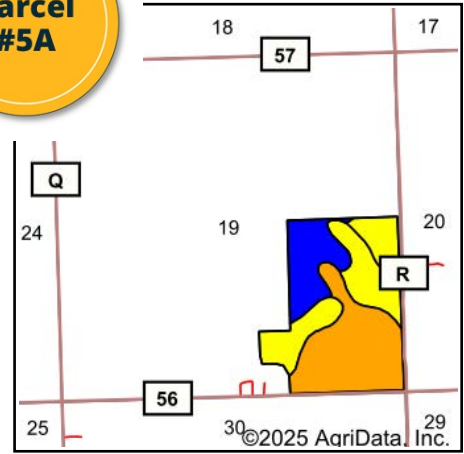


Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	212.97	96.7%		Ile
20	Iliff loam	4.54	2.1%		IIIe
1	Albinas loam	2.68	1.2%		IIw
Weighted Average					2.02

Dryland

**Parcel
#5A**



State: **Colorado**
 County: **Yuma**
 Location: **19-5N-46W**
 Township: **Yuma**
 Acres: **114.16**
 Date: **3/20/2025**

Maps Provided By:



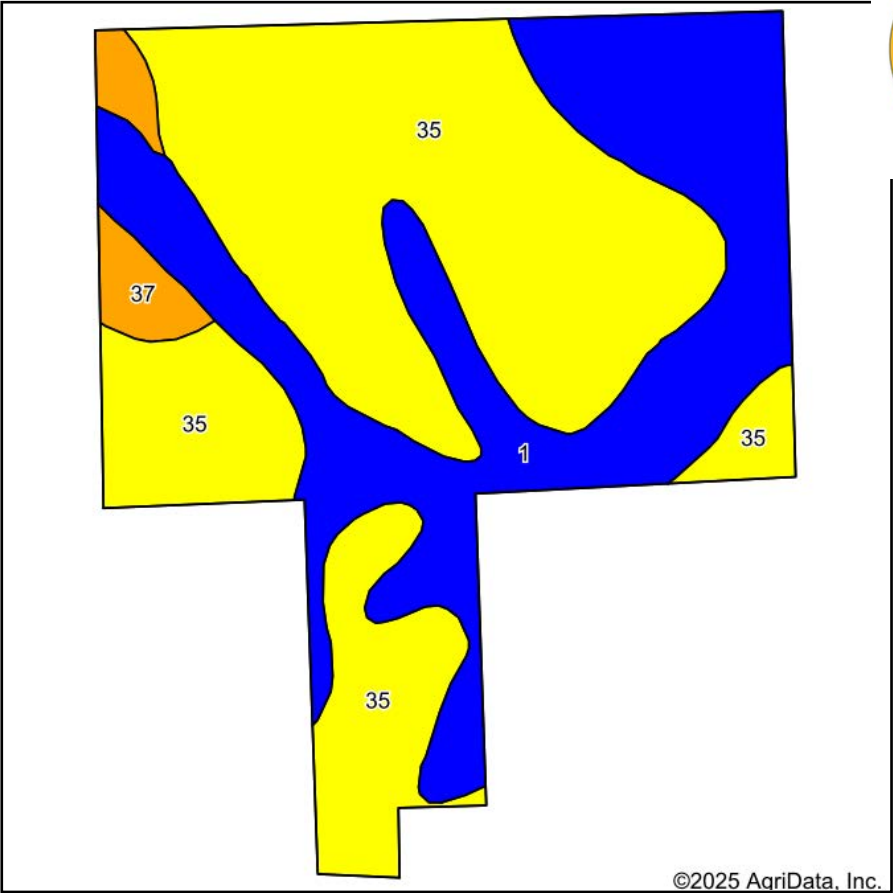
Soils data provided by USDA and NRCS.

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Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	47.94	42.0%		IIIc
35	Platner loam, 0 to 3 percent slopes	25.45	22.3%		IVs
1	Albinas loam	22.61	19.8%		IIw
29	Manter loamy sand	18.16	15.9%		IVe
Weighted Average					3.18

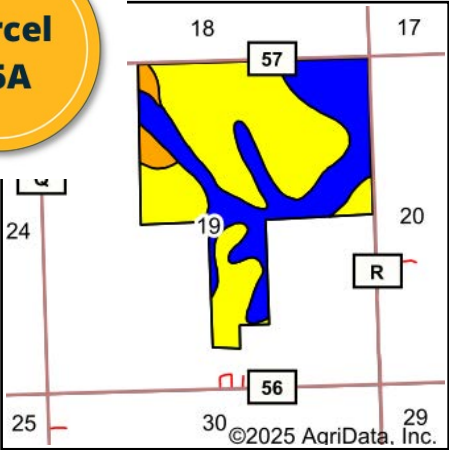
Soils data provided by USDA and NRCS.



Soils data provided by USDA and NRCS.



Pasture



State: **Colorado**
 County: **Yuma**
 Location: **19-5N-46W**
 Township: **Yuma**
 Acres: **259.18**
 Date: **3/20/2025**

Maps Provided By:

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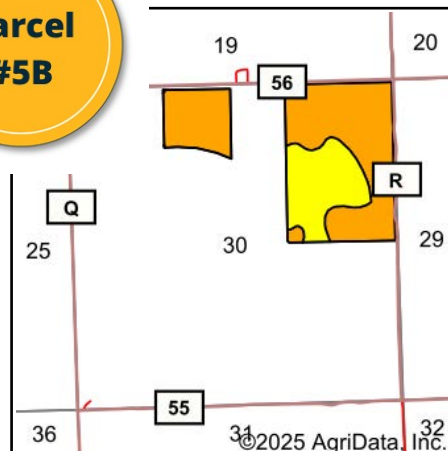


Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	155.03	59.8%		IVs
1	Albinas loam	95.02	36.7%		IIw
37	Rago loam, 0 to 3 percent slopes	9.13	3.5%		IIIIs
Weighted Average					3.23

Dryland

**Parcel
#5B**



State: **Colorado**
 County: **Yuma**
 Location: **30-5N-46W**
 Township: **Yuma**
 Acres: **131.69**
 Date: **3/20/2025**

Maps Provided By:



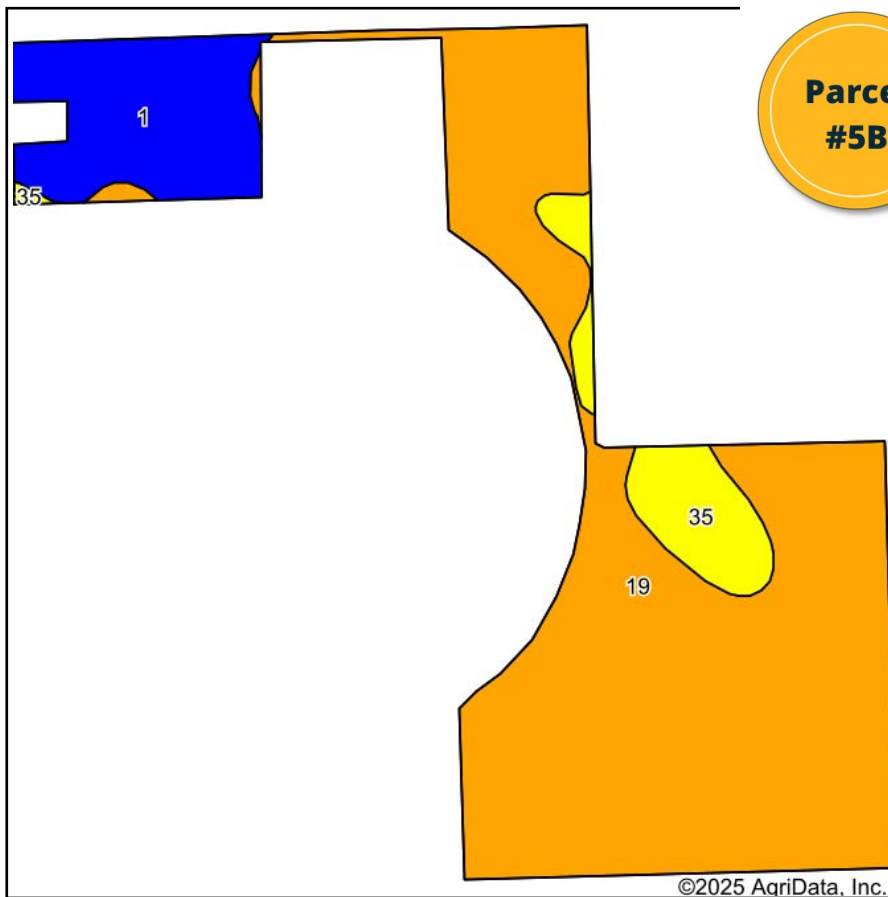
Soils data provided by USDA and NRCS.

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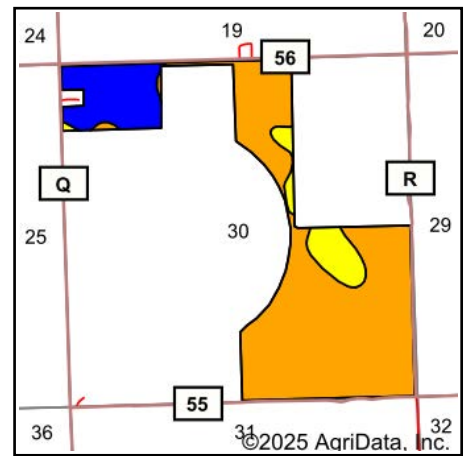
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Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	94.78	72.0%		IIIc
35	Platner loam, 0 to 3 percent slopes	36.91	28.0%		IVs
Weighted Average					3.28

Soils data provided by USDA and NRCS.

Pasture



Soils data provided by USDA and NRCS.






State: **Colorado**
 County: **Yuma**
 Location: **30-5N-46W**
 Township: **Yuma**
 Acres: **210.42**
 Date: **3/20/2025**

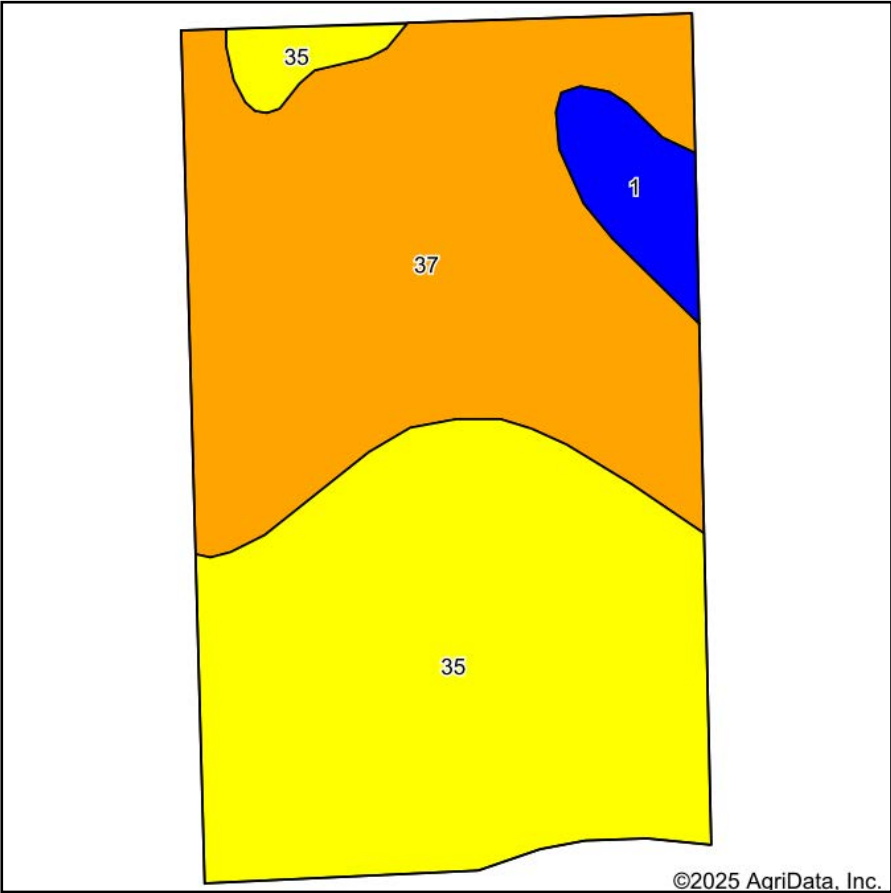
Maps Provided By:

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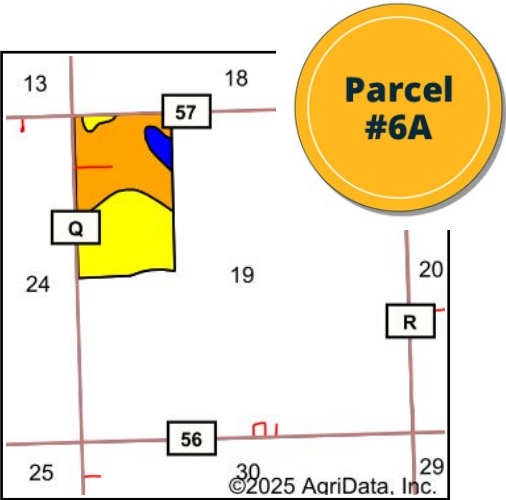


Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	161.74	76.9%		IIIc
1	Albinas loam	31.59	15.0%		IIw
35	Platner loam, 0 to 3 percent slopes	17.09	8.1%		IVs
Weighted Average					2.93

Soils data provided by USDA and NRCS.



Soils data provided by USDA and NRCS.



**Parcel
#6A**

State: **Colorado**
 County: **Yuma**
 Location: **19-5N-46W**
 Township: **Yuma**
 Acres: **93.63**
 Date: **3/20/2025**

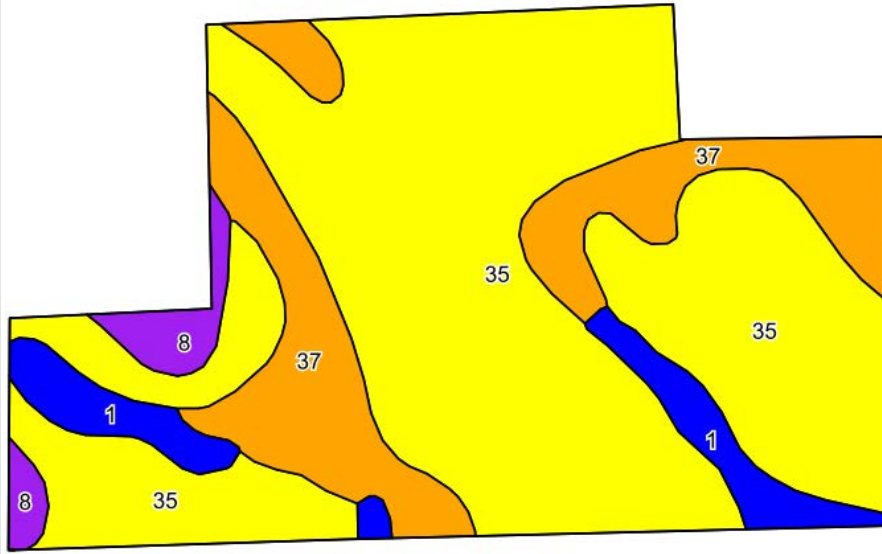
Maps Provided By:

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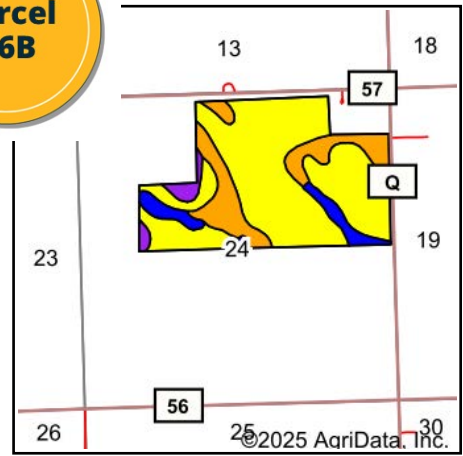
Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	45.10	48.2%		IVs
37	Rago loam, 0 to 3 percent slopes	44.39	47.4%		IIIIs
1	Albinas loam	4.14	4.4%		IIw
Weighted Average					3.44

Parcel #6B



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Soils data provided by USDA and NRCS.



State: **Colorado**
 County: **Yuma**
 Location: **24-5N-47W**
 Township: **Yuma**
 Acres: **200.53**
 Date: **3/20/2025**

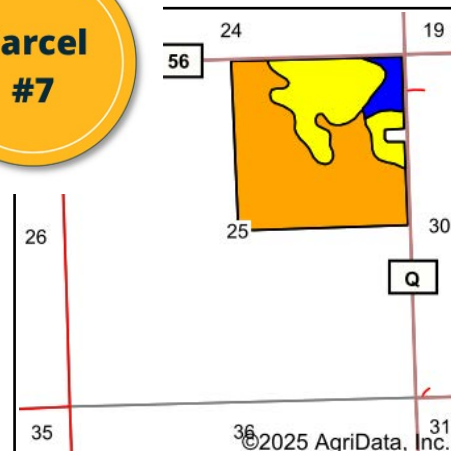
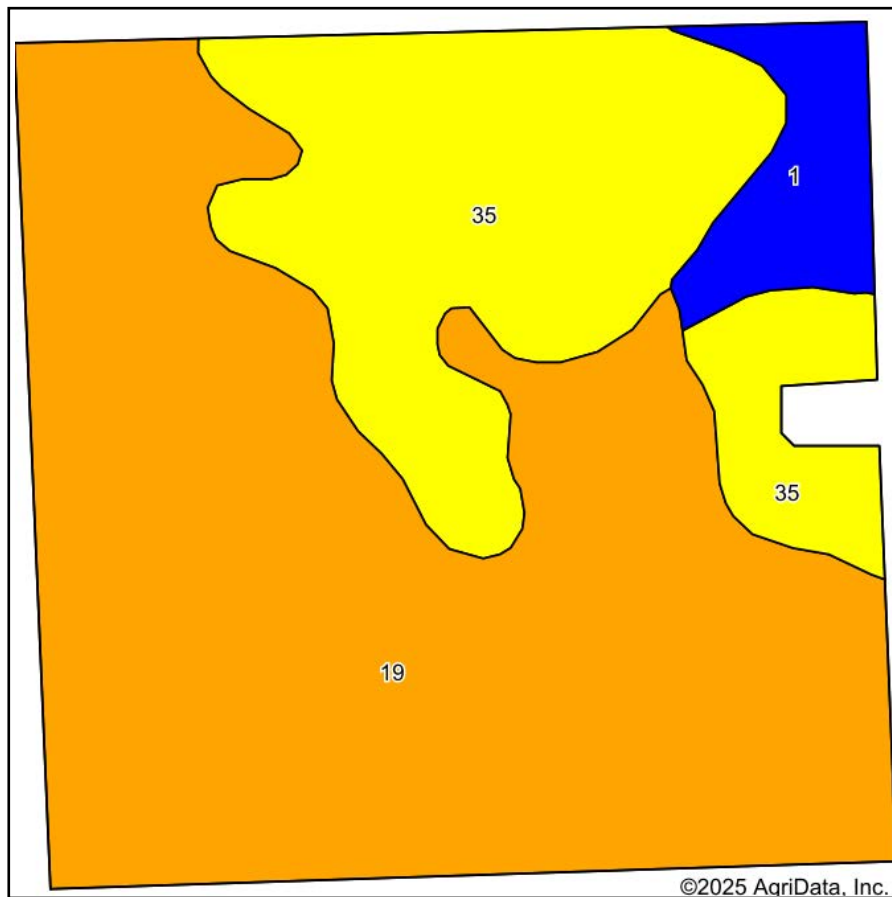
Maps Provided By:



Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	142.90	71.3%		IVs
37	Rago loam, 0 to 3 percent slopes	38.23	19.1%		IIIIs
1	Albinas loam	13.49	6.7%		IIw
8	Canyon-Dioxice complex, 1 to 9 percent slopes	5.91	2.9%		VIIs
Weighted Average					3.73

Soils data provided by USDA and NRCS.

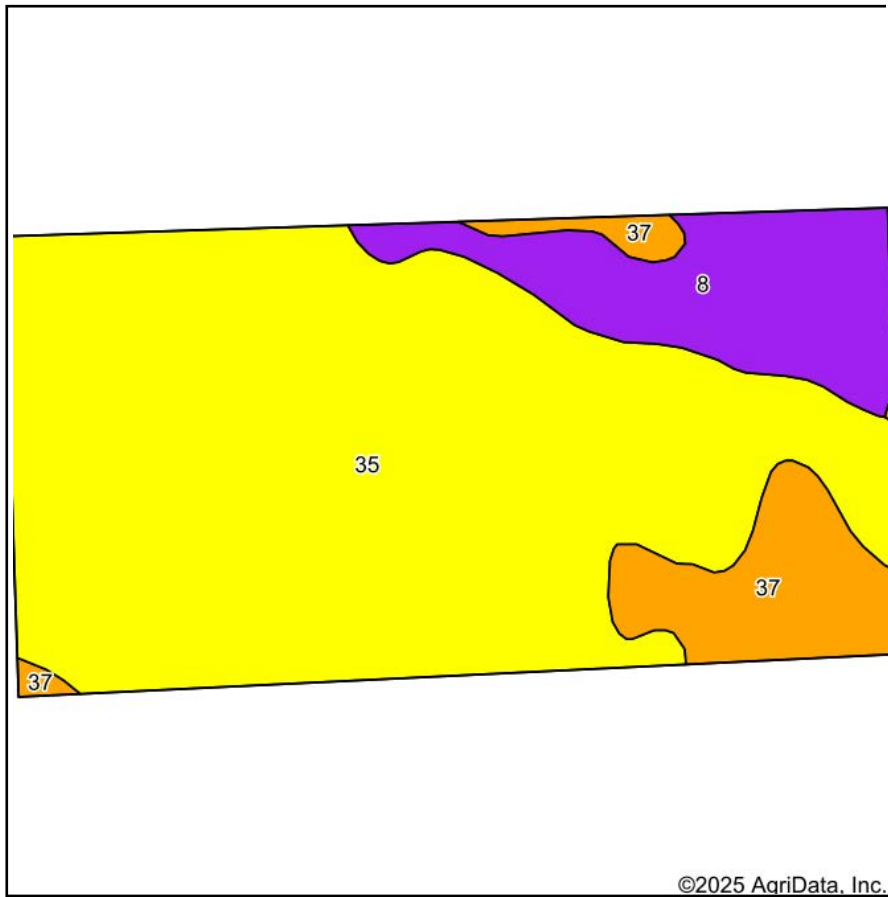


State: **Colorado**
 County: **Yuma**
 Location: **25-5N-47W**
 Township: **Yuma**
 Acres: **156**
 Date: **3/20/2025**

Maps Provided By:



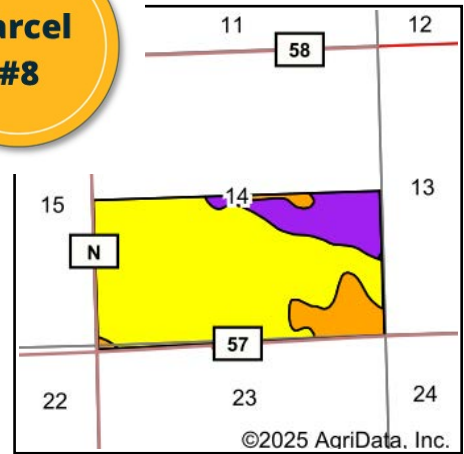
Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
19	Haxtun sandy loam, 0 to 3 percent slopes	102.21	65.5%		IIIc
35	Platner loam, 0 to 3 percent slopes	45.59	29.2%		IVs
1	Albinas loam	8.20	5.3%		IIw
Weighted Average					3.24



Soils data provided by USDA and NRCS.

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**Parcel
#8**



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State: **Colorado**
 County: **Yuma**
 Location: **14-5N-47W**
 Township: **Yuma**
 Acres: **323.5**
 Date: **3/20/2025**

Maps Provided By:



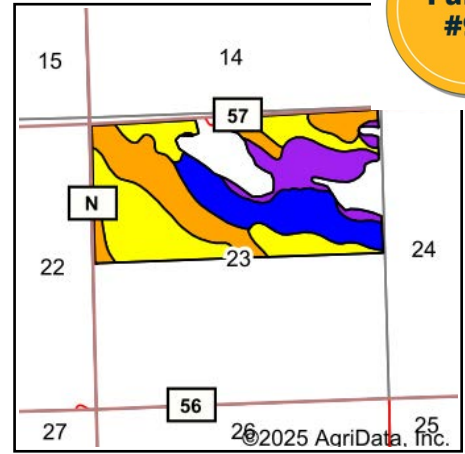
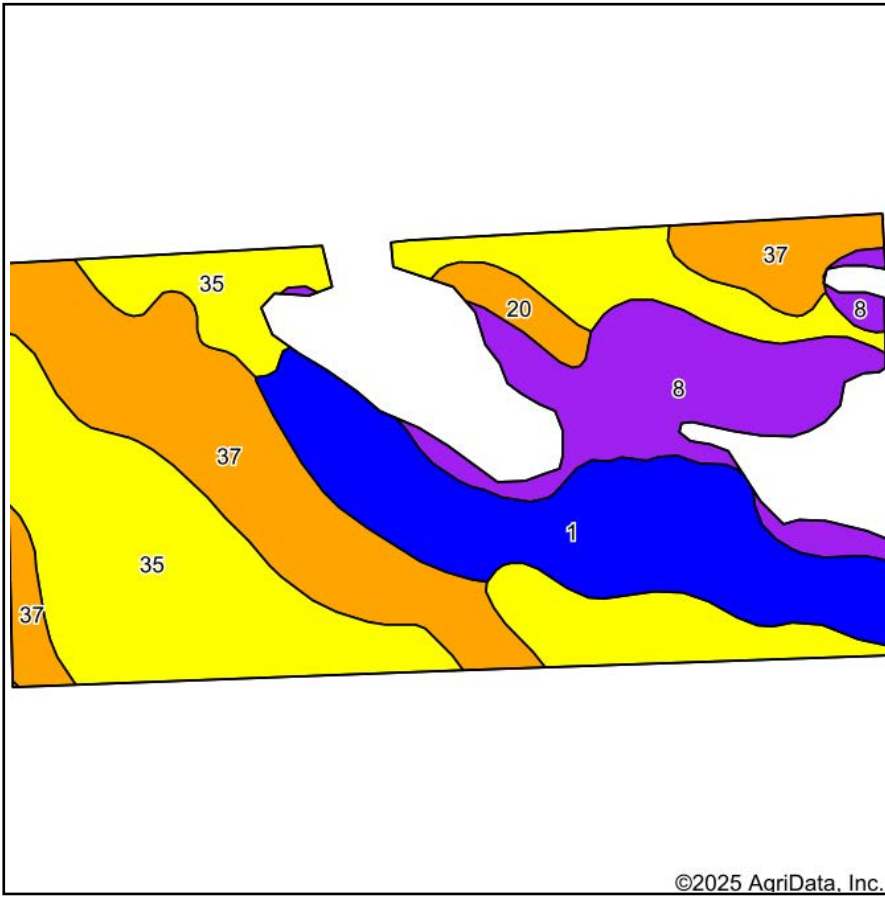
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Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	245.94	76.1%		IVs
8	Canyon-Dioxice complex, 1 to 9 percent slopes	44.15	13.6%		VIIs
37	Rago loam, 0 to 3 percent slopes	33.41	10.3%		IIIs
Weighted Average					4.17

Soils data provided by USDA and NRCS.

Parcel #9A



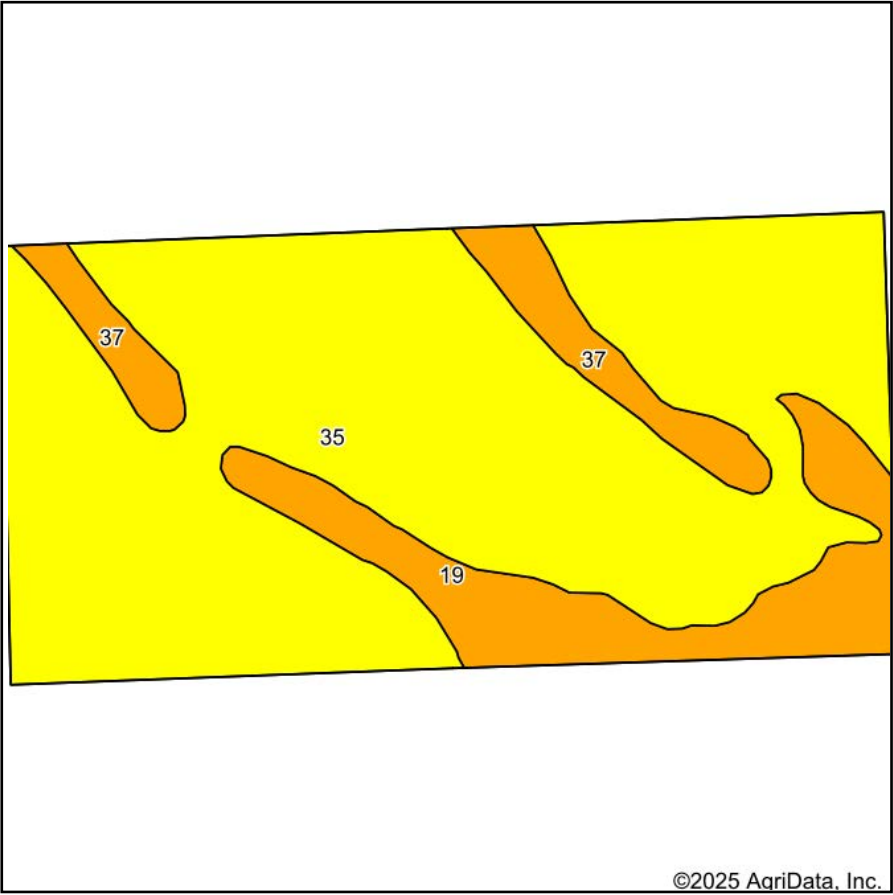
State: **Colorado**
 County: **Yuma**
 Location: **23-5N-47W**
 Township: **Yuma**
 Acres: **262.66**
 Date: **3/20/2025**

Maps Provided By:
surety
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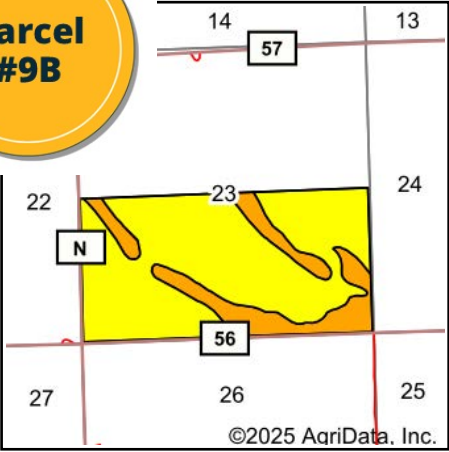


Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	100.99	38.4%		IVs
37	Rago loam, 0 to 3 percent slopes	63.85	24.3%		IIIIs
1	Albinas loam	53.56	20.4%		IIw
8	Canyon-Dioxide complex, 1 to 9 percent slopes	39.03	14.9%		VIIs
20	Iliff loam	5.23	2.0%		IIIIs
Weighted Average					3.63



Soils data provided by USDA and NRCS.



State: **Colorado**
 County: **Yuma**
 Location: **23-5N-47W**
 Township: **Yuma**
 Acres: **315.22**
 Date: **3/20/2025**

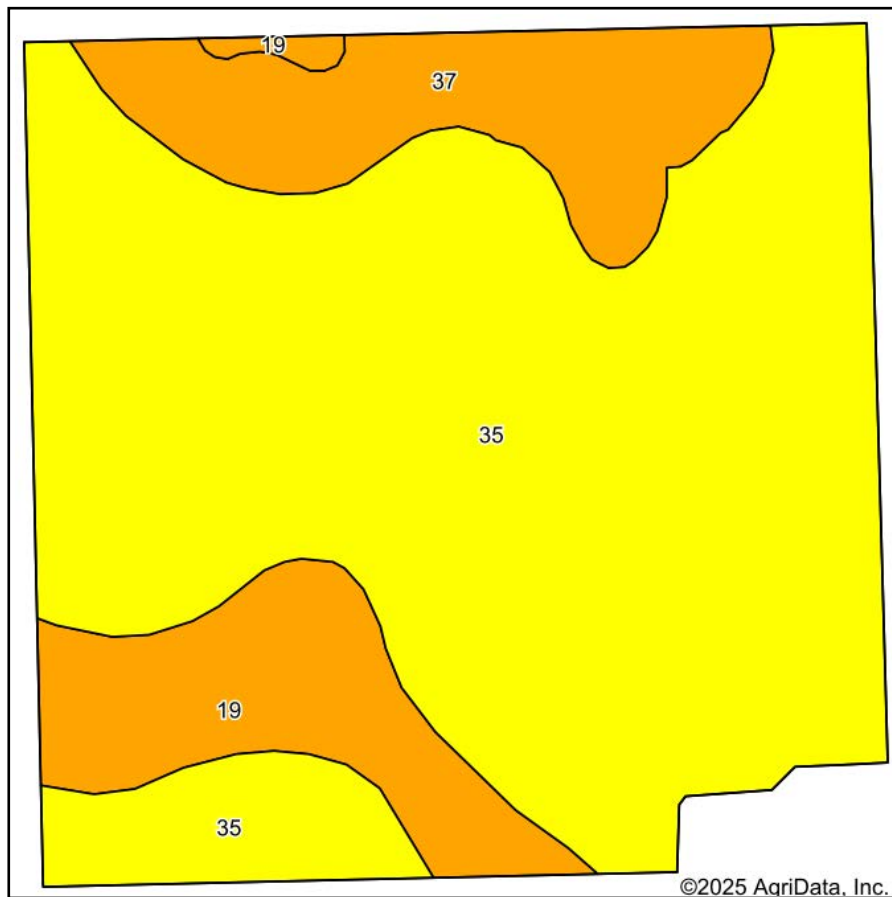
Maps Provided By:

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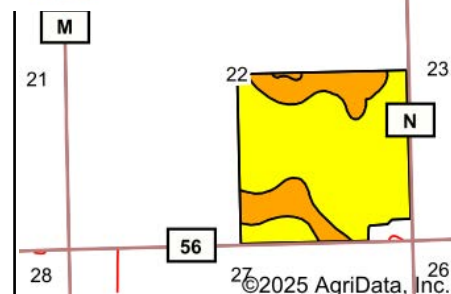
Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	249.60	79.2%		IVs
19	Haxtun sandy loam, 0 to 3 percent slopes	43.24	13.7%		IIIc
37	Rago loam, 0 to 3 percent slopes	22.38	7.1%		IIIIs
Weighted Average					3.79



Soils data provided by USDA and NRCS.

**Parcel
#10**



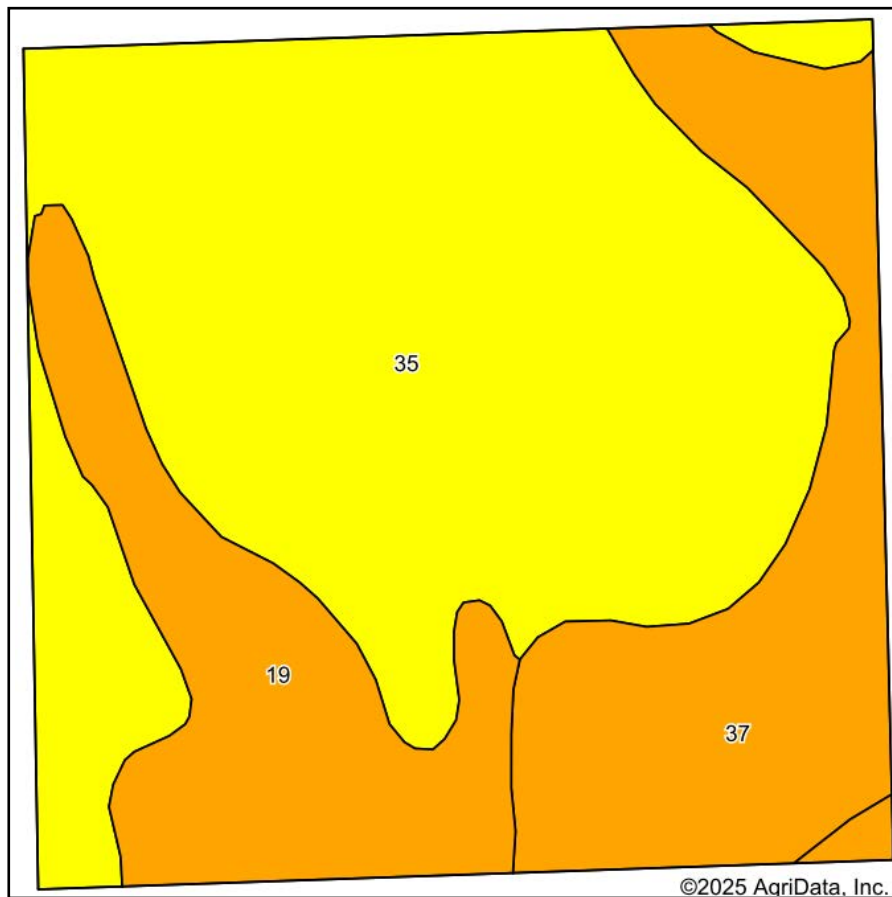
State: **Colorado**
 County: **Yuma**
 Location: **22-5N-47W**
 Township: **Yuma**
 Acres: **153.86**
 Date: **3/20/2025**

Maps Provided By:

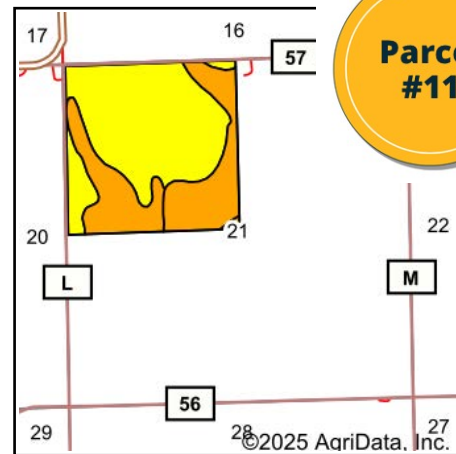


Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	116.70	75.8%		IVs
37	Rago loam, 0 to 3 percent slopes	19.47	12.7%		IIIIs
19	Haxtun sandy loam, 0 to 3 percent slopes	17.69	11.5%		IIIc
Weighted Average					3.76

Soils data provided by USDA and NRCS.



Soils data provided by USDA and NRCS.



State: **Colorado**
 County: **Yuma**
 Location: **21-5N-47W**
 Township: **Yuma**
 Acres: **158.1**
 Date: **3/20/2025**

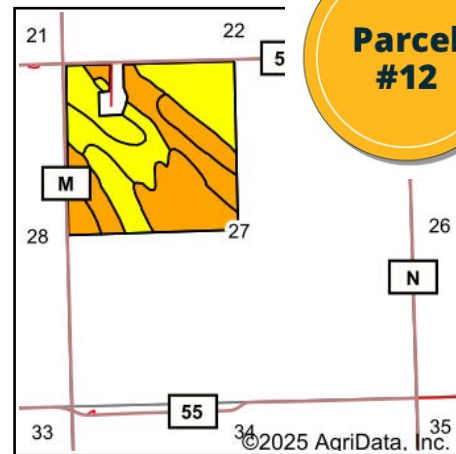
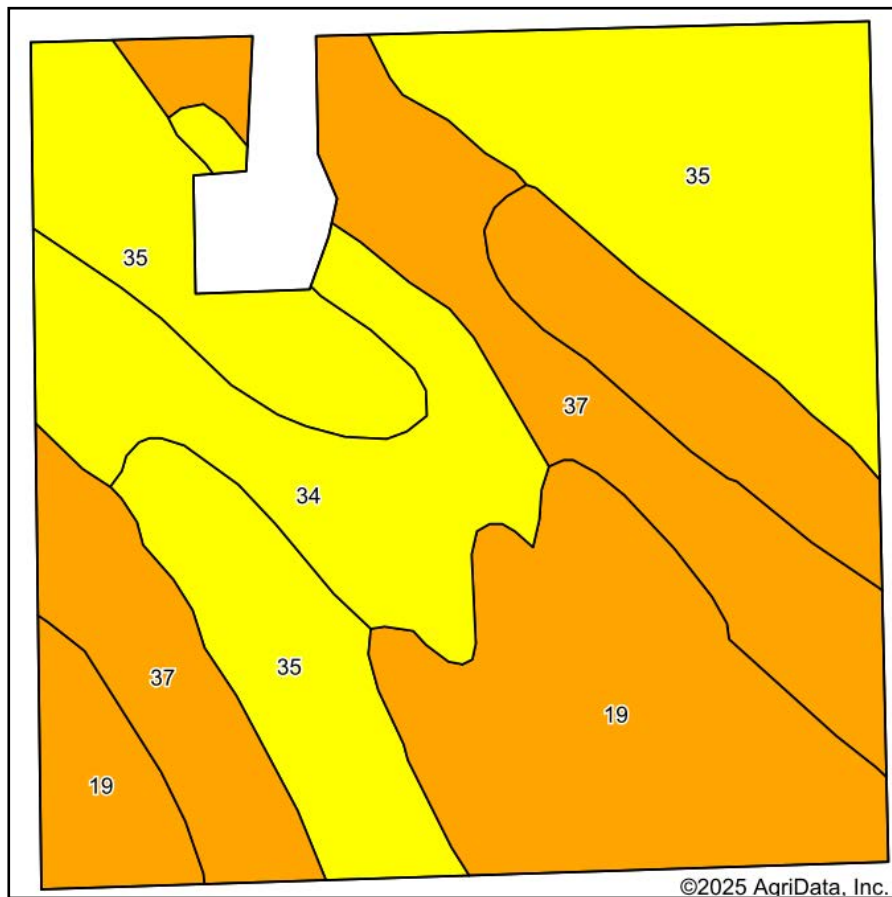
Maps Provided By:

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Area Symbol: CO125, Soil Area Version: 25					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	96.99	61.3%		IVs
37	Rago loam, 0 to 3 percent slopes	33.19	21.0%		IIIIs
19	Haxtun sandy loam, 0 to 3 percent slopes	27.92	17.7%		IIIc
Weighted Average					3.61

Soils data provided by USDA and NRCS.



**Parcel
#12**

State: **Colorado**
 County: **Yuma**
 Location: **27-5N-47W**
 Township: **Yuma**
 Acres: **151.09**
 Date: **3/20/2025**

Maps Provided By:

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Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	52.29	34.7%		IVs
19	Haxtun sandy loam, 0 to 3 percent slopes	45.21	29.9%		IIIc
37	Rago loam, 0 to 3 percent slopes	32.08	21.2%		IIIIs
34	Platner sandy loam, 3 to 5 percent slopes	21.51	14.2%		IVe
Weighted Average					3.49

WELL PERMITS



GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 18588FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 17, 1974

Use: IRRIGATION

Name of Claimant: LAWRENCE W TOWNSEND

Location of well: NW1/4 of the SE1/4 of Section 13, Township 5 N,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet


Maximum pumping rate: 1600 gallons per minute

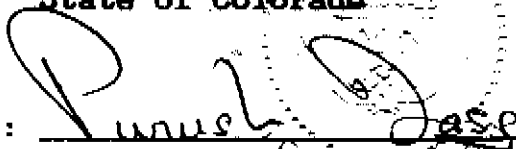
Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 SEC 13, T5N, R47W

Totalizing Flow Meter: Meter required

Done this 20th day of December, 1990


Jeris A. Danfalon
State Engineer,
State of Colorado

By: 
Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section

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

COLORADO DIVISION OF WATER RESOURCES

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 18588-F

RECEIVED
FEB 19 75

WATER RESOURCES
STATE ENGINEER
GOLD.

WELL OWNER Lawrence Wayne Townsend Jr.

NW ¼ of the SE ¼ of Sec. 13

ADDRESS 1611 West 2 nd. McCook, Nebraska 69001

T. 5 N. R. 47 W. 6 P.M.

DATE COMPLETED January 9, 19 75

HOLE DIAMETER

28 in. from 0 to 400 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Reverse rotary

CASING RECORD: Plain Casing

Size 16" & kind fg. from 0 to 270 ft.

Size 16" & kind fg. from 310 to 330 ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16" & kind fg. from 270 to 310 ft.

Size 16" & kind fg. from 330 to 390 ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material _____

Intervals _____

Placement Method _____

GRAVEL PACK: Size pea

Interval whole well

TEST DATA

Date Tested January 29, 19 75

Static Water Level Prior to Test 220 ft.

Type of Test Pump turbine

Length of Test 3 hours

Sustained Yield (Metered) 1195

Final Pumping Water Level 248

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	8	topsoil	
8	97	Sand, gravel, clay, rock layers	
97	157	Clay, sandy, rock layers	
157	188	Sand, gravel	
188	207	Clay, rock layers	
207	220	gravel	
220	230	clay	
230	260	gravel	30
260	270	clay	
270	280	gravel	
280	285	clay, rock layers	
285	300	gravel	15
300	303	clay	
303	309	gravel	6
309	340	clay, rock layers	
340	390	gravel	50
390	400	shale	
TOTAL DEPTH <u>400</u>			

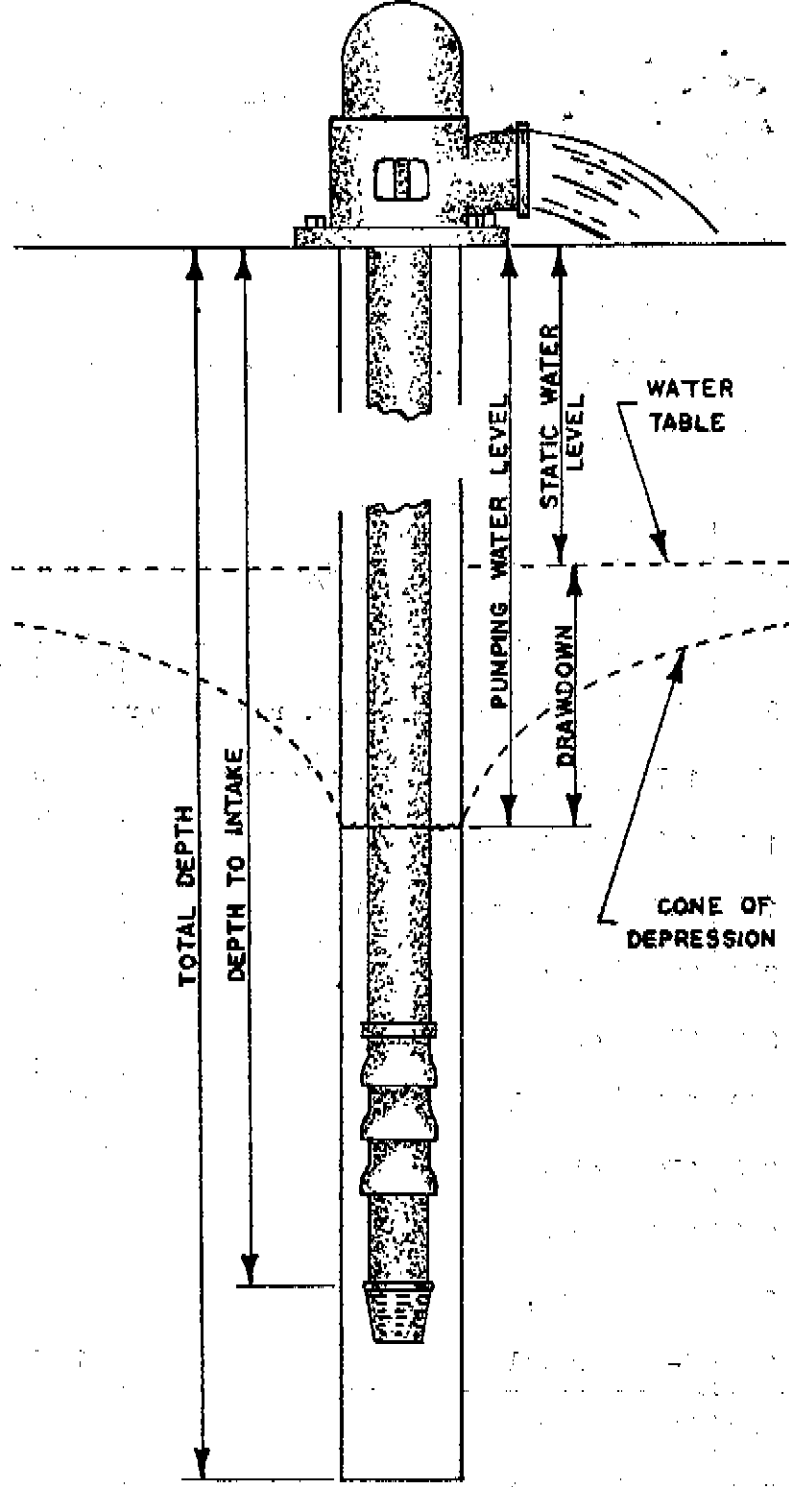
Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make Layne & Bowler
 Type turbine
 Powered by electricity HP 150
 Pump Serial No. _____
 Motor Serial No. _____
 Date Installed February 14, 1975
 Pump Intake Depth 300'
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____
 Static Water Level Prior to Test _____
 Length of Test _____ Hours
 Sustained yield (Metered) _____ GPM
 Pumping Water Level _____
 Remarks Not tested by Burgess Well Co. Inc.
with permanent equipment



CONTRACTORS STATEMENT

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

Signature Burgess Well Co. Inc. Alice Lambert License No. 375

State of Colorado, County of Yuma SS

Subscribed and sworn to before me this 18 day of February, 19 75.

My Commission expires: My Commission expires May 15, 1977

Notary Public Russell Klein



Well and Pump Efficiency Test

Date: 3/17/2025	Time Test Started: 0930	Ended: 1030
Customer Field Name:	Technicians: Hansen, Joe	
Legal: SE13-5N47W	Service Order #: 109652	
Customer: Otto Lueking Estate	Irrigation System: Valley Hrs.	
Address: 6161 S Syracuse Way Ste 270	Length: 1300	Acres: 121.88
City, St, Zip: Englewood, CO 80111	Crop: Corn	Soil type: Sandy Loam
Roads:	Nozzle Chart #: 42998	End Gun type: 85 x 2
Distance (pump to pivot): 1445	GPM: 775	PSI: 55
Underground pipe size and type: 8	Elevation change, pump to pivot: -15'	
Sprinkler Direction: %	Normal Operating %	Permit # 18588-FP
Pump Brand: Layne Bowler	Ser. #	Est. Depth: 300
Head Size: 10	Column size: 8.625	Tube size and type: 2.5 B W x
Bowl type:	# of stages:	Impeller trim: Shaft size: 1 1/2
Motor or engine brand: US	HP: 150	Frame type: A445TP RPM: 1780
Serial #	FLA:	Well Plate: yes Concrete Pad: yes
Dripper type: DW11	Well Depth: 390	
Installed Meter Brand:	Type:	Ser. #
Model #:	Pipe OD:	Pipe ID: (As stated on meter)
Totalizer type: Gallons: Acre Ft.:	Final Reading:	
Diameters of Straight Pipe Upstream:	Downstream:	Seal #:
Method of testing: Standard	Equipment used: Fuji, N0F0832T	
Pipe O.D.:	Pipe wall thickness:	x2: 2.000 Pipe ID: -2.000
Test Meter Info: Upstream (Inches)	Downstream (Inches)	
Meter Multiplier: 100	Kh 1.8	Meter type: Honeywell Ser. # 027-309-926
Meter cycle time: 61.06 (1) 60.94 (2) 60.89 (3) 61.02 (4) 60.97 (5)	Ave. 60.98	Revs. 8
Transformer type: Pole x Pad	Meter KW(as read): 0.857	Meter KWH: 006342
KW: 85.02	KVA: 120.66	Power Factor: 0.70
P.C.C. 637.98	Power Company #	Structure ID # 6507036

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				481	479	483															
Ave. Voltage	0.00			481.00			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			147	145	143															
Ave. Amps	0.00			145.00			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.70																	
Kilowatts	0.00			85.02			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			113.96			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				102.57			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	253	280					
Total Gallons	0.00	10860					
GPM	0.00	724.00	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	24					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	8					
Total Dynamic Head	0.00	343.44	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	62.79	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	61.2%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	55.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	26.81	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: Motor Air: No

Collins Meter Data	Installed Meter
Stop Clamp Setting:	Acre Ft. Totalizer
Time 1	Multiplier
Time 2	Start Reading:
Time 3	Stop Reading:
	Total: 0
Time 1	Gallon Totalizer
Time 2	Multiplier
Time 3	Start Reading:
Average Reading: 0.00	Stop Reading:
	Total: 0

Comments: Pumping level is estimated. Motor needs new bearings

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N W Elevation: Pivot GPS : N W Elevation:

**Parcel
#2A**

Well Permit #16361-FP

FINAL PERMIT NO. 16361FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 30, 1972

Use: IRRIGATION

Name of Claimant: GEORGE BRETHAUER

**Location of well: Center of the SW1/4 of Section 24, Township 5 N,
Range 47 W. of the 6th Principal Meridian**

Maximum annual volume of the appropriation: 400 acre-feet


Maximum pumping rate: 1000 gallons per minute

Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SW1/4 SEC 24, T5N, R47W

Totalizing Flow Meter: Meter required

Done this 20th day of December, 1990


**Jerie A. Danielson
State Engineer,
State of Colorado**

By: 

**Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section**

COLORADO DIVISION OF WATER RESOURCES

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

RECEIVED

JUN 05 '73

THIS FORM MUST BE SUBMITTED
WITHIN 90 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 016361-FWATER RESOURCES
STATE ENGINEER
COLO.WELL OWNER Robert & Mae Young center of SW $\frac{1}{4}$ of the 24 $\frac{1}{4}$ of Sec.ADDRESS 308 S. Gum Yuma, Colorado T. 5 N. R. 47 W. 6 P.M.DATE COMPLETED May 24, 19 73 HOLE DIAMETER30 in. from 0 to 359 ft. in. from to ft. in. from to ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	197	sand and clay	
197	207	medium to good sand loose	clean
207	210	clay and rock	3
210	215	medium to good sand loose	clean
215	220	clay	-
220	223	medium to coarse sand	3
223	240	clay	-
240	260	fine medium sand loose	clean
260	265	clay	20
265	270	fine medium to good sand	5
270	274	clay	-
274	285	medium to coarse sand loose	clean
285	311	clay	-
311	314	good fine sand loose	clean
314	331	medium sand, clay and rock	streaks
331	339	good fine sand loose	clean
339	343	clay	8
343	354	fine medium to good sand	11
354	359	soapstone	

CASING RECORD: Plain Casing

Size 16" & kind steel from 0 to 259 ft.Size & kind from to ft.Size & kind from to ft.

Perforated Casing

Size 16" & kind steel from 259 to 359 ft.Size & kind from to ft.Size & kind from to ft.

GROUTING RECORD

Material Intervals Placement Method GRAVEL PACK: Size 1/4" X 3/4"Interval

TEST DATA

Date Tested May 23, 19 73Static Water Level Prior to Test 202 ft.Type of Test Pump turbineLength of Test 1 daySustained Yield (Metered) 1000Final Pumping Water Level 238TOTAL DEPTH

Use additional pages necessary to complete log.

GUY & GUY
BRETHAUER
16361-F

5-30-72

5-73
BHCZ
1000
361000
1600-400
202 152
354 8785270
2950
1D



Well and Pump Efficiency Test

Date:	3/24/2025	Time Test Started:	1400	Ended:	1500
Customer Field Name:	West Brethauer	Technicians:	Hansen, Joe		
Legal:	SW24-5N47W	Service Order #:	109649		
Customer:	Otto Lueking Estate	Irrigation System:	Valley	Hrs.	
Address:	6161 S Syracuse Way Ste 270	Length:	1294	Acres:	120.76
City, St, Zip:	Englewood, CO 80111	Crop:	Corn	Soil type:	Sandy Loam
Roads:		Nozzle Chart #:	104203	End Gun type:	SR100
Distance (pump to pivot):	20	GPM:	700	PSI:	35
Underground pipe size and type:	8	Elevation change, pump to pivot:	0		
Sprinkler Direction:	%	Normal Operating %		Permit #	16361-FP

Pump Brand:	California Western	Ser. #		Est. Depth:	280
Head Size:	8	Column size:	8.625	Tube size and type:	2.5 B W x
Bowl type:		# of stages:		Impeller trim:	
Motor or engine brand:	Newman	HP:	125	Frame type:	445UP
Serial #	unreadable	FLA:		Well Plate:	no
Dripper type:		Well Depth:	359	Concrete Pad:	yes

Installed Meter Brand:		Type:		Ser. #	
Model #:		Pipe OD:		Pipe ID:	(As stated on meter)
Totalizer type:	Gallons:	Acre Ft.:		Final Reading:	
Diameters of Straight Pipe	Upstream:	Downstream:		Seal #:	

Method of testing:	Standard	Equipment used:	Fuji, N0F0832T
Pipe O.D.:		Pipe wall thickness:	x2: 2.000
Test Meter Info:	Upstream (Inches)	Downstream (Inches)	
Meter Multiplier:	40	Kh	1.8
Meter cycle time:	(1) (2) (3) (4) (5)	Meter type:	Honeywell
Transformer type:	Pole x Pad	Meter KW(as read):	1.731
KW:	69.24	KVA:	91.34
P.C.C.	557.31	Power Company #	
		Meter KWH:	
		Power Factor:	0.76
		Structure ID #	6506915

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				481	479	480															
Ave. Voltage	0.00			480.00			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			109	111	110															
Ave. Amps	0.00			110.00			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.76																	
Kilowatts	0.00			69.24			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			92.82			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				83.53			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	244	270					
Total Gallons	0.00	10125					
GPM	0.00	675.00	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	24					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	15					
Total Dynamic Head	0.00	340.44	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	58.03	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	69.5%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	62.5%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	25.96	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: No Air: No

Collins Meter Data	Installed Meter
Stop Clamp Setting:	Acre Ft. Totalizer
Time 1	Multiplier
Time 2	Start Reading:
Time 3	Stop Reading:
	Total: 0
Time 1	Gallon Totalizer
Time 2	Multiplier
Time 3	Start Reading:
	Stop Reading:
Average Reading: 0.00	Total: 0

Comments: Pumping level is estimated. Power meter was not working so electrical information was obtained from Highline Electric.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates:	N	Pivot GPS :	N
	W		W
Elevation:		Elevation:	

**Parcel
#2B**

Well Permit #16366-FP

FINAL PERMIT NO. 16366FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 30, 1972

Use: IRRIGATION

Name of Claimant: WILLIAM BRETHAUER

Location of well: Center of the SE1/4 of Section 24, Township 5 N,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet


Maximum pumping rate: 1100 gallons per minute


Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 SEC 24, T5N, R47W

Totalizing Flow Meter: Meter required

Done this 20th day of December, 1990


Jeris A. Danielson
State Engineer,
State of Colorado

By: 
Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section

COLORADO DIVISION OF WATER RESOURCES

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

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 016366-F

RECEIVED

JUN 05 73

WELL OWNER Robert & Mae Young

center of $\frac{1}{4}$ of the SE $\frac{1}{4}$ of SECTION 4

ADDRESS 308 S. Gum Yuma, Colorado

T. 5 N. R. 47 W. 6 P.M.

DATE COMPLETED May 26, 19 73

HOLE DIAMETER

30 in. from 0 to 349 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	170	clay and sand	
170	189	sand and gravel	
189	197	clay	
197	225	medium to good coarse sand, clean	22
225	248	clay	-
248	264	fine medium to good sand, clean	16
264	274	sandy clay	2
274	280	fine medium to good sand, loose	clean 6
280	283	clay	-
283	286	fine medium to good sand loose	clean 9
286	293	clay	-
293	305	fine medium to coarse sand	12
305	325	clay	-
325	328	medium sand	8
328	335	clay	-
335	345	fine medium to good sand	10
345	349	soapstone	

CASING RECORD: Plain Casing

Size 16" & kind steel from 0 to 249 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16" & kind steel from 249 to 349 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material _____

Intervals _____

Placement Method _____

GRAVEL PACK: Size 1/4 X 3/4

Interval _____

TEST DATA

Date Tested May 25, 19 73

Static Water Level Prior to Test 203 ft.

Type of Test Pump turbine

Length of Test 1 day

Sustained Yield (Metered) 1000

Final Pumping Water Level 239

WILLIAM
BRETHAUER
16 366°F
5-30-72

1100
7600 400
5.78 203 142 52%
8452 345 74 28% C
1000 36 soapstone 1D

MOORE ATTORNEY
CUBA THATCHER STATE
Use additional pages necessary to complete log.

well completed by
JUN 11 1973



Well and Pump Efficiency Test

Date: 3/17/2025	Time Test Started: 1130	Ended: 1230
Customer Field Name: East Brethauer	Technicians: Hansen, Joe	
Legal: SE24-5N47W	Service Order #: 109648	
Customer: Otto Lueking Estate	Irrigation System: Valley Hrs.	
Address: 6161 S Syracuse Way Ste 270	Length: 1294	Acres: 120.76
City, St, Zip: Englewood, CO 80111	Crop: Corn	Soil type: Sandy Loam
Roads:	Nozzle Chart #: 115092	End Gun type: SR100
Distance (pump to pivot): 25	GPM: 525	PSI: 45
Underground pipe size and type: 8	Elevation change, pump to pivot: 0	
Sprinkler Direction: %	Normal Operating %	Permit # 16366-FP
Pump Brand: California Western	Ser. #	Est. Depth: 280
Head Size: 8	Column size: 8.625	Tube size and type: 2.5 B W x
Bowl type:	# of stages:	Impeller trim: Shaft size: 1 1/2
Motor or engine brand: Newman	HP: 125	Frame type: 445UP RPM: 1785
Serial #	FLA:	Well Plate: no Concrete Pad: yes
Dripper type:	Well Depth: 349	
Installed Meter Brand:	Type:	Ser. #
Model #:	Pipe OD:	Pipe ID: (As stated on meter)
Totalizer type: Gallons: Acre Ft.:	Final Reading:	
Diameters of Straight Pipe Upstream:	Downstream:	Seal #:
Method of testing: Standard	Equipment used: Fuji, N0F0832T	
Pipe O.D.:	Pipe wall thickness: x2: 2.000	Pipe ID: -2.000
Test Meter Info: Upstream (Inches)	Downstream (Inches)	
Meter Multiplier: 40	Kh 1.8	Meter type: Honeywell Ser. # 027-309-903
Meter cycle time: 61.90 (1) 61.77 (2) 61.83 (3) 61.94 (4) 61.97 (5)	Ave. 61.88	Revs. 14
Transformer type: Pole x Pad	Meter KW(as read): 1.411	Meter KWH: 013200
KW: 58.64	KVA: 70.64	Power Factor: 0.83
P.C.C. 675.85	Power Company #	Structure ID # 6506917

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				491	489	490															
Ave. Voltage	0.00			490.00			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			81	85	84															
Ave. Amps	0.00			83.33			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.83																	
Kilowatts	0.00			58.64			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			78.61			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				70.75			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	241	270					
Total Gallons	0.00	7071					
GPM	0.00	471.40	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	26					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	15					
Total Dynamic Head	0.00	345.06	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	41.08	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	58.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	52.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	16.26	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: No Air: No

Collins Meter Data	Installed Meter
Stop Clamp Setting:	Acre Ft. Totalizer
Time 1	Multiplier
Time 2	Start Reading:
Time 3	Stop Reading:
	Total: 0
Time 1	Gallon Totalizer
Time 2	Multiplier
Time 3	Start Reading:
Average Reading: 0.00	Stop Reading:
	Total: 0

Comments: Pumping level is estimated.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N W Elevation: Pivot GPS : N W Elevation:

Parcel
#3

Well Permit #17951-FP

FINAL PERMIT NO. 17951FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: October 12, 1973

Use: IRRIGATION

Name of Claimant: CARL KORF

Location of well: NW1/4 of the SW1/4 of Section 19, Township 5 N,
Range 46 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

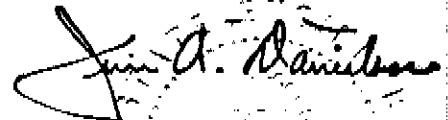
Maximum pumping rate: 1000 gallons per minute

Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SW1/4 OF SEC 19, T5N, R46W

Totalizing Flow Meter: Meter may be required

Done this 12th day of September, 1991



Jeris A. Danielson
State Engineer,
State of Colorado

By:



Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section

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

COLORADO DIVISION OF WATER RESOURCES

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 017951-F

RECEIVED

JUL 18 '74

WATER RESOURCES
STATE ENGINEER
COLO.

WELL OWNER Carl Korf

NW 19 % of the SW 19 % of Sec.

ADDRESS Wages Route Yuma, Colorado

T. 5 N. 46 W. 6 P.M.

DATE COMPLETED 6-29- , 1974

HOLE DIAMETER

30 in. from 0 to 340 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD

CASING RECORD: Plain Casing

Size 16" & kind steel from 0 to 240 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16" & kind steel from 240 to 340 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material _____

Intervals _____

Placement Method _____

GRAVEL PACK: Size _____

Interval _____

TEST DATA

Date Tested July 1 , 19 74

Static Water Level Prior to Test 182 ft.

Type of Test Pump Turbine

Length of Test 1 day

Sustained Yield (Metered) 900

Final Pumping Water Level 218

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	85	sand and clay	
85	90	fine medium sand	
90	98	sandy clay	
98	165	very tight sand clay and rock	
165	190	medium to coarse sand loose clean	8
190	198	sandy clay	2
198	205	medium sand to poor gravel loose clean	7
205	210	clay and rock	1
210	215	medium sand very dirty tight	5
215	225	fine medium to good sand	10
225	235	medium to good sand loose clean	10
235	280	sand y clay and very hard rock	
280	300	fine sand	
300	315	fine sand rock	
315	320	sandy clay and rock	10
320	323	medium to good sand	3
323	335	sand medium	12
335	340	soapstone	

6-74 1000-400
P. 182/1536 442
335 72
36 68 10
CAPSTONE
160

TOTAL DEPTH _____

Use additional pages necessary to complete log.



Well and Pump Efficiency Test

Date:	3/27/2025	Time Test Started:	1120	Ended:	1200
Customer Field Name:		Technicians:	Hansen, Joe		
Legal:	SW19-5N46W	Service Order #:	109653		
Customer:	Otto Lueking Estate	Irrigation System:	Valley	Hrs.	
Address:	6161 S Syracuse Way Ste 270	Length:	1335.53	Acres:	128.64
City, St, Zip:	Englewood, CO 80111	Crop:	Corn	Soil type:	Sandy Loam
Roads:		Nozzle Chart #:	104213	End Gun type:	SR100
Distance (pump to pivot):	45	GPM:	750	PSI:	45
Underground pipe size and type:	8	Elevation change, pump to pivot:	0		
Sprinkler Direction:	%	Normal Operating %		Permit #	17951-FP

Pump Brand:	Byron Jackson	Ser. #		Est. Depth:	280
Head Size:	8	Column size:	8.625	Tube size and type:	2.5 B W x
Bowl type:		# of stages:		Impeller trim:	
Motor or engine brand:	US	HP:	100	Frame type:	404TP
Serial #		FLA:		Well Plate:	no
Dripper type:		Well Depth:	340	Concrete Pad:	yes

Installed Meter Brand:		Type:		Ser. #	
Model #:		Pipe OD:		Pipe ID:	(As stated on meter)
Totalizer type:	Gallons:	Acre Ft.:		Final Reading:	
Diameters of Straight Pipe	Upstream:	Downstream:		Seal #:	

Method of testing:	Standard	Equipment used:	Fuji, N0F0832T
Pipe O.D.:		Pipe wall thickness:	x2: 2.000
Test Meter Info:	Upstream (Inches)	Downstream (Inches)	
Meter Multiplier:	100	Kh	1.8
Meter cycle time:	(1) (2) (3) (4) (5)	Meter type:	Honeywell
Transformer type:	Pole x Pad	Ser. #	027-309-903
KW:	90.20	Meter KW(as read):	0.902
P.C.C.	683.48	Meter KWH:	013200
		Power Factor:	0.89
		Power Company #	
		Structure ID #	6506917

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				491	490	484															
Ave. Voltage	0.00			488.33			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			122	121	117															
Ave. Amps	0.00			120.00			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.89																	
Kilowatts	0.00			90.20			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			120.91			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				108.82			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	246	270					
Total Gallons	0.00	10755					
GPM	0.00	717.00	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	42					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	15					
Total Dynamic Head	0.00	382.02	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	69.17	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	63.6%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	57.2%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	29.88	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: Motor Air: Yes

Collins Meter Data	Installed Meter
Stop Clamp Setting:	Acre Ft. Totalizer
Time 1	Multiplier
Time 2	Start Reading:
Time 3	Stop Reading:
	Total: 0
Time 1	Gallon Totalizer
Time 2	Multiplier
Time 3	Start Reading:
	Stop Reading:
Average Reading: 0.00	Total: 0

Comments: Pumping level is estimated. Motor needs new bearings and this is pumping a lot of air. Needs lowered.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates:	N	Pivot GPS :	N
	W		W
Elevation:		Elevation:	

**Parcel
#4A**

Well Permit #20322-FP

FINAL PERMIT NO. 20322FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: February 6, 1975

Use: IRRIGATION

Name of Claimant: SHARPE FARMS

**Location of well: NW1/4 of the SE1/4 of Section 25, Township 5 N,
Range 47 W. of the 6th Principal Meridian**

Maximum annual volume of the appropriation: 400 acre-feet

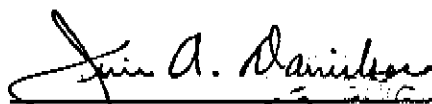
Maximum pumping rate: 1000 gallons per minute

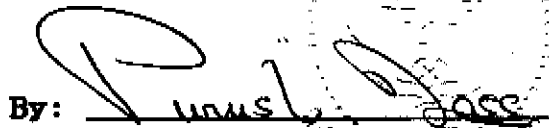
Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 SEC 25, T5N, R47W

Totalizing Flow Meter: Meter may be required

Done this 20th day of December, 1990


**Jeris A. Danielson
State Engineer,
State of Colorado**


**By: Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section**

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 017950--P 20322-F

RECEIVED

OCT 30 '74

WATER RESOURCES
STATE ENGINEER
COLORADOWELL OWNER Fred Hillman NW ¼ of the SE ¼ of Sec. 25ADDRESS Wages Rt Yuma, Colo 80759 T. 5 N. 47 W. 6 P.M.DATE COMPLETED August 6, 1/, 19 74 HOLE DIAMETER26 in. from 0 to 338 ft. in. from to ft. in. from to ft.DRILLING METHOD Reverse rotaryCASING RECORD: Plain CasingSize 16 & kind Steel from 0 to 249 ft.Size & kind from to ft.Size & kind from to ft.Perforated CasingSize 16 & kind Steel from 249 to 328 ft.Size 16 & kind Johnson from 328 to 338 ft.
ScreenSize & kind from to ft.

GROUTING RECORD

Material NoneIntervals Placement Method GRAVEL PACK: Size Well rockInterval From 0 to 338 ft

TEST DATA

Date Tested August 26, 19 74Static Water Level Prior to Test 198 ft.Type of Test Pump TurbineLength of Test 4 hoursSustained Yield (Metered) 850 GPMFinal Pumping Water Level 220 ft

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	2	Top soil	
2	166	Fine sand, clay & gravel streaks	
166	184	Sand & gravel	
184	198	Clay	
198	210	Sand & gravel	12
210	214	Clay, Limestone & gravel streaks	
214	232	Gravel	18 XX
232	260	Gravel & clay streaks	21
260	274	Clay	
274	324	Gravel & clay streaks	34
324	336	Gravel	12 XX
336	338	Clay	98

20322-F
2-6-75
8-74 DEST 1000/400
850 198/138 G
22 336/98
clay
166

7179
395
4H.

TOTAL DEPTH 338

Use additional pages necessary to complete log.



Well and Pump Efficiency Test

Date: 3/17/2025

Customer Field Name: #1

Legal: SE25-5N47W

Customer: Otto Lueking Estate

Address: 6161 S Syracuse Way Ste 270

City, St, Zip: Englewood, CO 80111

Roads:

Distance (pump to pivot): 30'

Underground pipe size and type: 8

Sprinkler Direction: %

Time Test Started: 1030

Ended: 1130

Technicians: Hansen, Joe

Service Order #: 109647

Irrigation System: Valley

Length: 1299.7

Crop: Corn

Nozzle Chart #: 104204

GPM: 700

Elevation change, pump to pivot: 0

Normal Operating %

Permit # 20322-FP

Hrs.

Acres: 121.83

Soil type: Sandy Loam

End Gun type: SR100

PSI: 36

Pump Brand: California Western

Head Size: 8

Bowl type:

Motor or engine brand: US

Serial #

Dripper type:

Ser. #

Column size: 8.625

of stages:

HP: 125

FLA:

Well Depth: 338

Tube size and type: 2.5

Impeller trim:

Frame type:

Well Plate: no

Est. Depth: 280

Shaft size: 1 1/2

RPM: 1785

Concrete Pad: yes

Installed Meter Brand:

Model #:

Totalizer type: Gallons: Acre Ft.:

Diameters of Straight Pipe

Type:

Pipe OD:

Upstream:

Ser. #

Pipe ID:

Downstream:

Seal #:

(As stated on meter)

Final Reading:

Method of testing: Standard

Pipe O.D.:

Test Meter Info:

Meter Multiplier: 40

Meter cycle time: 62.25 (1) 62.06 (2) 62.11 (3) 62.17 (4) 62.09 (5) Ave. 62.14 Revs. 17

Transformer type: Pole x Pad

KW: 70.92

P.C.C. 530.11

Equipment used: Fuji, N0F0832T

Pipe wall thickness: x2: 2.000

Downstream (Inches)

Meter type: Honeywell

Meter KW(as read): 1.786

KVA: 81.55

Power Factor: 0.87

Structure ID # 6506916

Ser. # 029-825-201

Meter KWH: 011037

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				481	483	484															
Ave. Voltage	0.00			482.67			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			96	98	99															
Ave. Amps	0.00			97.67			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.87																	
Kilowatts	0.00			70.92			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			95.06			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				85.55			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	247	270					
Total Gallons	0.00	10902					
GPM	0.00	726.80	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	32					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	15					
Total Dynamic Head	0.00	358.92	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	65.87	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	77.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	69.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	31.60	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: No Air: No

Collins Meter Data

Stop Clamp Setting:

Time 1

Time 2

Time 3

Average Reading: 0.00

LF

LR

GPM: 0.00

RF

RR

GPM Multiplier:

Installed Meter

Acre Ft. Totalizer

Multiplier

Start Reading:

Stop Reading:

Total: 0

Gallon Totalizer

Multiplier

Start Reading:

Stop Reading:

Total: 0

Comments: The motor was replace on this in 2024. Pumping level is estimated.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N

W

Elevation:

Pivot GPS : N

W

Elevation:

**Parcel
#4B**

Well Permit #6804-FP

GROUND WATER COMMISSION
OF THE STATE OF COLORADO

FINAL PERMIT

1. The name and address of the permittee: Otto Lueking
Yuma, CO 80759

2. Use: Irrigation

3. Priority Date: 1-31-64 Priority Number: 978

4. Location and description of structure:

A well completed to a depth of 346 feet producing from the Ogallala Formation and located in the SE1/4 of the NW1/4 of Section 30, Township 5 North, Range 46 West of the 6th Principal Meridian at a point 2627 feet from the north section line and 2666 feet from the west section line of said section 30, Yuma County, Colorado.

5. Amount of Water:

Annual appropriation: 562 acre-feet

Yield: 1200 gallons per minute

Number of acres irrigated: 225 acres

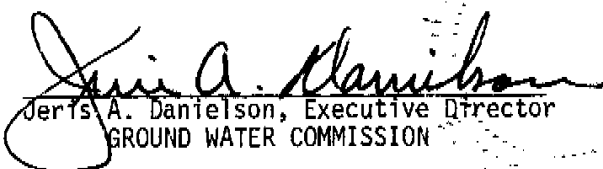
Description of Acreage: Land in the N1/2 and in the SW1/4 of Section 30

6. Fee Paid: ~~\$~~10.00

Receipt Number: 22939

FINAL PERMIT NUMBER: 6804-FP

Date Issued: December 18, 1981


Jeris A. Danielson, Executive Director
GROUND WATER COMMISSION

[illegible]

Chas. Sargent Irrigation Inc.
Grant Office

TEST WELL LOG

TO: Otto Lueking

Date 04/05/2016

TEST: 16-44

ADDRESS:

LEGAL: SE/NW 30-5-46 Yuma Co.

FROM:	TO:	DESCRIPTION:
0	3	top soil
3	7	sandy clay
7	28	coarse sand, fine gravel
28	33	sandy clay
33	40	coarse sand, fine gravel
40	60	coarse sand, medium fine gravel
60	63	coarse sand, fine gravel
63	76	sandstone
76	94	coarse sand, fine gravel
94	111	sandy clay
111	126	coarse sand, fine gravel
126	129	sandy clay
129	132	sandstone
132	138	sandy clay
138	144	coarse sand, very fine gravel
144	146	sandstone (stiff)
146	156	sandy clay
156	160	coarse sand, very fine gravel
160	167	coarse sand, fine gravel
167	171	sandy clay
171	196	coarse sand, fine gravel
196	204	sandy clay
204	210	coarse sand, very fine gravel
210	220	sandy clay, w/sandstone streaks
220	232	coarse sand, fine gravel
232	238	sandy clay
238	252	coarse sand, fine gravel
252	255	sandy clay
255	263	sandstone (soft)
263	271	coarse sand, fine gravel
271	277	sandy clay
277	293	coarse sand, fine gravel
293	296	sandy clay
296	308	sandstone

RECEIVED
MAY 12 2016
WATER RESOURCES
STATE ENGINEER
COLO

308	313	sandy clay
313	318	sandstone
318	326	coarse sand, very fine gravel
326	331	sandy clay
331	348	coarse sand
348	352	ochre
352	<u>360</u>	shale

RECEIVED
MAY 12 2016
WATER RESOURCES
STATE ENGINEER
COLO

Comments: Drilled by Grant GPS: 40° 22' 24.1": 102° 32' 28.9"
SE/NW 30-5-46 Yuma Co.



Well and Pump Efficiency Test

Date: 3/27/2025

Customer Field Name:

Legal: NW30-5N46W

Customer: Otto Lueking Estate

Address: 6161 S Syracuse Way Ste 270

City, St, Zip: Englewood, CO 80111

Roads:

Distance (pump to pivot): 645

Underground pipe size and type: 8

Sprinkler Direction: %

Time Test Started: 1130

Ended: 1230

Technicians: Hansen, Joe

Service Order #: 109775

Irrigation System: Valley

Length: 1731.94

Crop: Corn

Nozzle Chart #: 96608

GPM: 900

Elevation change, pump to pivot: 3

Normal Operating %

Hrs.:

Acres: 216.34

Soil type: Sandy Loam

End Gun type: Nelson 3000

PSI: 25

Permit # 6804-FP-R

Pump Brand: Layne Bowler

Head Size: 8

Bowl type:

Motor or engine brand: Newman

Serial #: V1122007

Dripper type:

Ser. #:

Column size: 8.625

of stages:

HP: 100

FLA: 116

Well Depth: 355

Tube size and type: 2.5

Impeller trim:

Frame type: A444UP

Well Plate: no

Est. Depth: 310

Shaft size: 1 1/2

RPM: 1780

Concrete Pad: no

Installed Meter Brand:

Model #:

Totalizer type: Gallons: Acre Ft.:

Diameters of Straight Pipe

Type:

Pipe OD:

Upstream:

Ser. #

Pipe ID:

Downstream:

Seal #:

(As stated on meter)

Method of testing: Standard

Pipe O.D.:

Test Meter Info:

Meter Multiplier: 80

Meter cycle time: 66.69 (1) 66.57 (2) 66.63 (3) 66.54 (4) 66.62 (5) Ave. 66.61

Transformer type: Pole x Pad

KW: 90.20

P.C.C. 795.55

Equipment used: Fuji, N0F0832T

Pipe wall thickness: x2: 2.000

Downstream (Inches)

Meter type: Honeywell

Meter KW(as read): 0.627

KVA: 93.20

Power Company #

Ser. # 028-694-870

Meter KWH: 008865

Power Factor: 0.97

Structure ID # 6506920

Revs. 10

Electrical	To Ground			Line to Line																	
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				483	479	481															
Ave. Voltage	0.00			481.00			0.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			116	111	109															
Ave. Amps	0.00			112.00			0.00			0.00			0.00			0.00			0.00		
Power Factor	0.00			0.97																	
Kilowatts	0.00			90.20			0.00			0.00			0.00			0.00			0.00		
RPM	0.00																				
Input HP	0.00			120.91			0.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																				
Brake HP				108.82			0.00			0.00			0.00			0.00			0.00		

Water	Static	Pumping Level					
	Well Off	Well On					
Minutes	0.00	15					
PSI (Step test)	0.00						
Level	238	280					
Total Gallons	0.00	9240					
GPM	0.00	616.00	0.00	0.00	0.00	0.00	0.00
PSI Well (required)	0.00	55					
PSI Pivot	0.00						
End Gun Status	On/Off						
Friction Loss (Est.)	0.00	15					
Total Dynamic Head	0.00	422.05	2.31	2.31	2.31	2.31	2.31
Water HP	0.00	65.65	0.00	0.00	0.00	0.00	0.00
Pump Field Eff. *	0.00	60.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Overall Plant Eff.	0.00	54.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Specific capacity	0.00	14.67	0.00	0.00	0.00	0.00	0.00

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: No Air: No

Collins Meter Data

Stop Clamp Setting:

Time 1

Time 2

Time 3

Average Reading: 0.00

LF

LR

GPM Multiplier:

RF

RR

GPM: 0.00

Installed Meter

Acre Ft. Totalizer

Multiplier

Start Reading:

Stop Reading:

Total: 0

Gallon Totalizer

Multiplier

Start Reading:

Stop Reading:

Total: 0

Comments: Pumping level is estimated.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N

W

Elevation:

Pivot GPS : N

W

Elevation:



3900 US Hwy 34
PO Box 420
Yuma, CO 80759
Phone: 970-848-3846

Well and Pump Proposal

Name	Junior Lueking Estate	Date:	02/05/25
Address		Legal:	NW30-5N46W
City, St., Zip		Field #	#2
Phone		S.O.#	
Email			

We hereby submit specifications and estimates for:

Pull pump and rebuild bowls, adding 2 stages	GPM	1100
This will need a new motor and panel.	Pump PSI	40.0
The underground will need to be replaced with a 10" 100 PSI PVC	Pumping Level	290
	Column Loss	35.0
	Design TDH	417
	Est. WHP	115.9
	Est. BHP	136.4
	Est. Bowl Eff.	85.00%
	Est. Plant HP	151.56

Quantity	Part #	Description	Price Ea.	Total
1	10-62150	150HP High Efficiency motor Tatumg	\$19,558.91	\$19,558.91
1	V03E3108	Size 5 pump panel	\$9,134.88	\$9,134.88
2	10-11212	Goulds 12CMC add stage	\$1,500.00	\$3,000.00
100	10-350794	New bowlshaft 1 11/16" Stainless Steel per inch	\$3.35	\$335.00
1	14-10300	8" Flange gasket	\$32.73	\$32.73
5	14-11600	Drip Oil per gallon	\$9.88	\$49.40
12	MAP14	1/4" Packing	\$0.36	\$4.32
		Labor		\$0.00
1	WL	Pull and Set 310' Pump	\$7,830.00	\$7,830.00
1	WPS	Rebuild existing 5 stage bowl	\$3,750.00	\$3,750.00
1	WPS	Tear down and reassemble bowls	\$750.00	\$750.00
1	WL	Install new motor and panel	\$5,000.00	\$5,000.00
		Mileage		\$0.00
56	MW	Rig mileage 2 trips	\$5.00	\$280.00
112	MW	Pickup mileage 4 trips	\$4.00	\$448.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Retail Delivery Fee	\$0.27	\$0.00
		Colorado Sales Tax	\$0.029	\$0.00

Comments:

The price on this proposal is an estimate only. Upon removing the pump and after further inspection, additional repairs may be needed, which cannot be anticipated at this time. The customer shall be informed of and approve any charges above the estimated price shown on this proposal.

TOTAL:	\$50,173.24
---------------	--------------------

All materials are guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs shall be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Customer's Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Customer Signature _____ Date: _____

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CROP INSURANCE AND FERTILIZER



CHUBB

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

Crop Insurance Serviced By RAIN AND HAIL L.L.C.

2025 SUMMARY OF INFORMATION

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For2025and succeeding years

50249027968542270014

SCAN:

2025

PRODUCER/OWNER INFORMATION

ESTATE OF OTTO E LUEKING JR
% TAMMY CONOVER, SUCCESSOR PR
6161 S SYRACUSE WAY, STE 270
GREENWOOD VILLAGE CO 80111-4798
mailto: tammy@conoverlawllc.com

AGENCY INFORMATION

REHM CROP INS SERVICES LLC
PO BOX 282
HOLDREGE NE 68949-0282
mailto: REHM/CROPINS@GMAIL.COM

PHONE SSN/EIN/OTHER ENTITY

303-376-6224 *****9919 (EIN) ESTATES

PHONE CODE

308-995-6727 5695-20

I request insurance coverage for my share of the Category B crop (except forage production) specified with a designated county in all added counties where the crops are insurable. -> YES

COVERAGE																	
COUNTY	PLAN	CROP	TYPE CLASS, ETC	OPTION	LEVEL	PRICE	FINAL PLANT DATE	ACRES	LIABILITY	PREMIUM	SUBSIDY	NET PREMIUM	CREDITS	FEES	INTEREST	BALANCE	BILLING DATE
YUMA	RP	WHEAT		YAYC YE	A 70	6.00	10/15/2024	1,222.50	214,417	52,145	32,739	19,406		30		19,436.00	07/01/2025
	RP	CORN		YAYC	A 65	PROJECTED	05/31/2025										08/15/2025
	RP	GRAIN SORGHUM		YAYC	A 65	PROJECTED	06/15/2025										08/15/2025
									1,222.50	\$214,417	\$52,145	\$32,739	\$19,406		\$30		\$19,436.00

LOSS PAYABLE TO ME AND NO OTHERS

THIS IS NOT A BILL

2025 REVENUE PROTECTION SUMMARY OF INFORMATION																	
Line#	Crop	Farm Unit	Farm Number	Interest	County	Legal Description	Approved Yield	Acre Coverage	Acres	Plant Date	Revenue Guarantee	Production Guarantee	Price *	Liability	Risk Area	Premium	
1.0	WHEAT																
YLD#	SUMRFALLOW OU	1.0001	8671	1.000	YUMA	19 5N 46W	41.0 BU	\$172.20	239.3	09/25/2024	\$41,207.46	6,867.91 BU	\$6.00	\$41,207		\$3,695	
12.0	W					Parcels #5A & #6A											
Other Persons Sharing in Crop:																	
									Unit Description: #1, #4								
									Remarks: Options: YAYE, Average Yield: 37.0, Yield Limitation: 60% YA Plug								
2.0	WHEAT																
YLD#	SUMRFALLOW OU	1.0002	8671	1.000	YUMA	30 5N 46W	43.0 BU	\$180.60	73.9	09/24/2024	\$13,346.34	2,224.39 BU	\$6.00	\$13,346		\$1,251	
13.0	W					Parcel #4B											
Other Persons Sharing in Crop:																	
									Unit Description: #3								
									Remarks: Options: YAYE, Average Yield: 36.0, Yield Limitation: 60% YA Plug								
3.0	WHEAT																
YLD#	SUMRFALLOW OU	1.0003	8671	1.000	YUMA	13 5N 47W	44.0 BU	\$184.80	25.6	09/19/2024	\$4,730.88	788.48 BU	\$6.00	\$4,731		\$417	
14.0	W					Parcel #1											
Other Persons Sharing in Crop:																	
									Unit Description:								
									Remarks: Options: YAYE, Average Yield: 40.0, Yield Limitation: 60% YA Plug								
4.0	WHEAT																
YLD#	SUMRFALLOW OU	1.0005	8671	1.000	YUMA	21 5N 47W	39.0 BU	\$163.80	79.0	09/13/2024	\$12,940.20	2,156.70 BU	\$6.00	\$12,940		\$1,086	
16.0	W					Parcel #11											
Other Persons Sharing in Crop:																	
									Unit Description: #6								
									Remarks: Average Yield: 34.0, Yield Limitation: APH Yield Floored								

CHUBB

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

Crop Insurance Serviced By RAIN AND HAIL L.L.C.

2025 SUMMARY OF INFORMATION

Policy

MP-0897172

State

COLORADO 5

Date

11/18/2024

Page

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For

2025

and succeeding years

ESTATE OF OTTO E LUEKING JR 303-376-6224

SCAN: 50249027968542270025

2025

©

2025 REVENUE PROTECTION SUMMARY OF INFORMATION

Line#	Crop	Farm Unit	Farm Number	Interest	County	Legal Description	Approved Yield	Acre Coverage	Acres	Plant Date	Revenue Guarantee	Production Guarantee	Price *	Liability	Risk Area	Premium
5.0	WHEAT															
YLD#	SUMRFALLOW OU	1.0007	8671	1.000	YUMA	23 5N 47W	43.0 BU	\$180.60	618.0	09/18/2024	\$111,610.80	18,601.80 BU	\$6.00	\$111,611		\$9,977
19.0	W					Parcels #9A & #9B										
Other Persons Sharing in Crop:																
Unit Description:																
Remarks: Options: YAYE, Average Yield: 39.0, Yield Limitation: 60% YA Plug																
6.0	WHEAT															
YLD#	SUMRFALLOW OU	1.0008	8671	1.000	YUMA	24 5N 47W	39.0 BU	\$163.80	33.9	09/19/2024	\$5,552.82	925.47 BU	\$6.00	\$5,553		\$531
21.0	W					Parcels #2A & #2b										
Other Persons Sharing in Crop:																
Unit Description: BRETHAUER WEST & EAST																
Remarks: Average Yield: 28.0, Yield Limitation: APH Yield Floored																
7.0	WHEAT															
YLD#	SUMRFALLOW OU	1.0010	8671	1.000	YUMA	27 5N 47W	39.0 BU	\$163.80	152.8	09/13/2024	\$25,028.64	4,171.44 BU	\$6.00	\$25,029		\$2,449
23.0	W					Parcel #12										
Other Persons Sharing in Crop:																
Unit Description: #5																
Remarks: Average Yield: 27.0, Yield Limitation: APH Yield Floored																

To avoid future problems with claim adjustment and premium billing, please verify, promptly upon receipt, the accuracy of the above information especially crop, practice, interest and acres. After the acreage reporting deadline, coverage cannot be increased unless allowed by FCIC rules and regulations and you obtain our written approval. Thank you.

* THE REVENUE PROTECTION (RP) PRICE USED WILL BE THE HIGHER OF THE PROJECTED PRICE OR THE HARVEST PRICE AS INDICATED IN YOUR POLICY PROVISIONS.

If the Farm Service Agency (FSA) determines that the producer, or a substantial beneficial interest holder in the producer, is ineligible for premium subsidy as a result of any violation of 7 CFR Part 12 (Conservation Compliance), including, but not limited to, failing to file any required AD-1026 Form with FSA for the reinsurance year by the premium billing date, the producer may be required to pay the total amount of the Premium rather than the total amount of the Net Premium.

The Premium and Subsidy amounts may increase by 1.15 percent of net book premium if the loss ratio in the State exceeds 1.20 or may, otherwise, change if required by the Standard Reinsurance Agreement. However, the amount of premium you are required to pay will not change.

SPRING TOP DRESS WHEAT FERTILIZER

Client: 702667

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017491
Batches: 1
Formula No: 0000017491
Date: 2025-02-26 14:28:10

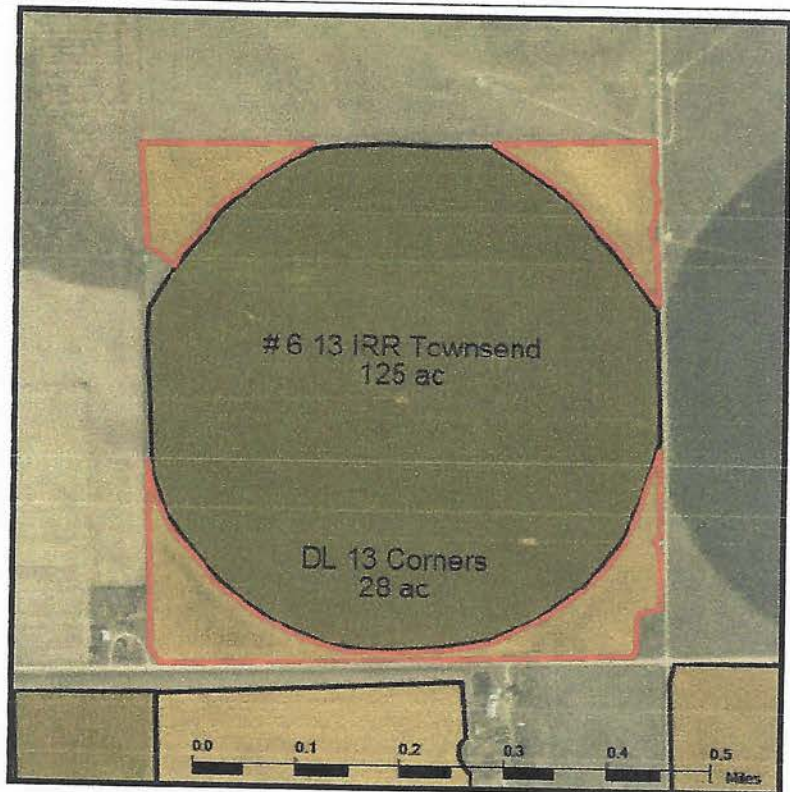
Farm: 901262
Field: DL 13 Corners
NA:
Crop: Wheat
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28-0-0-S=5.2
County: Yuma
Township: 5N

Range / Section: 47W /13

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	0.3108 ton				621.600 lb	2.00 gal/ac
32-0-0 LIQ BULK SPRAYING	1.2387 ton 28.0000 ac				2,477.400 lb 0.000 lb	8.00 gal/ac 0.00 /ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	3,099.0000 lb	Weight/Area:	110.6786 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	10.0000 gal / ac
Current Area:	28.00 ac	Total Volume:	279.9964 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

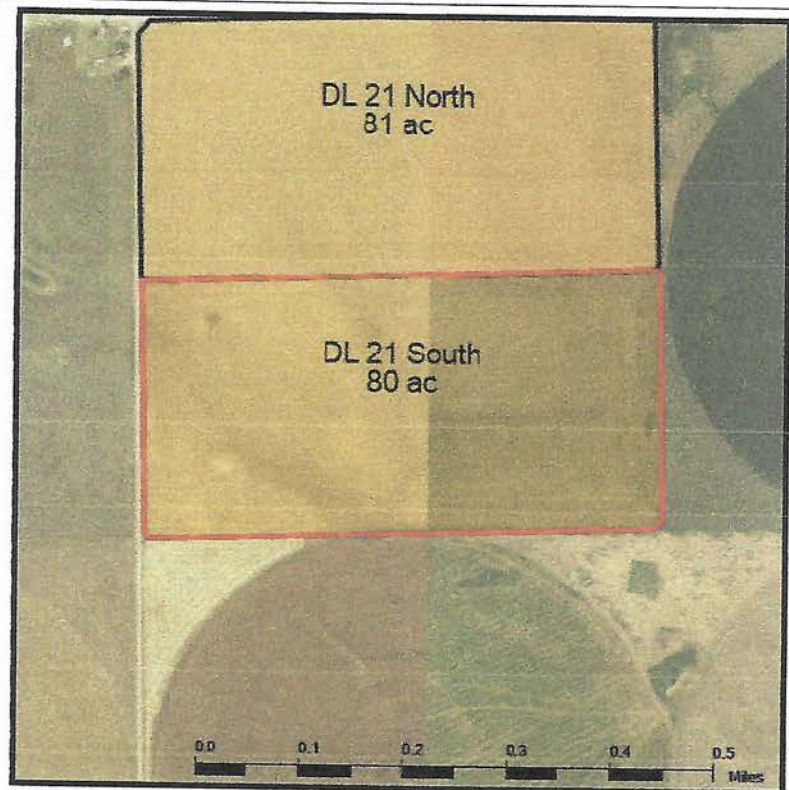
Blend No: 0000017492
Batches: 1
Formula No: 0000017492
Date: 2025-02-26 14:43:38

Farm: 901262
Field: DL 21 South
NA:
Crop: Wheat
Legal: State: Colorado

County: Yuma Township: 5N Range / Section: 47W / 21
Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28- 0- 0-S=5.2

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	0.8880 ton				1,776.000 lb	2.00 gal / ac
32-0-0 LIQ BULK SPRAYING	3.5391 ton 80.0000 ac				7,078.200 lb 0.000 lb	8.00 gal / ac 0.00 / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	8,854.2000 lb	Weight/Area:	110.6775 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	10.0000 gal / ac
Current Area:	80.00 ac	Total Volume:	799.9819 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

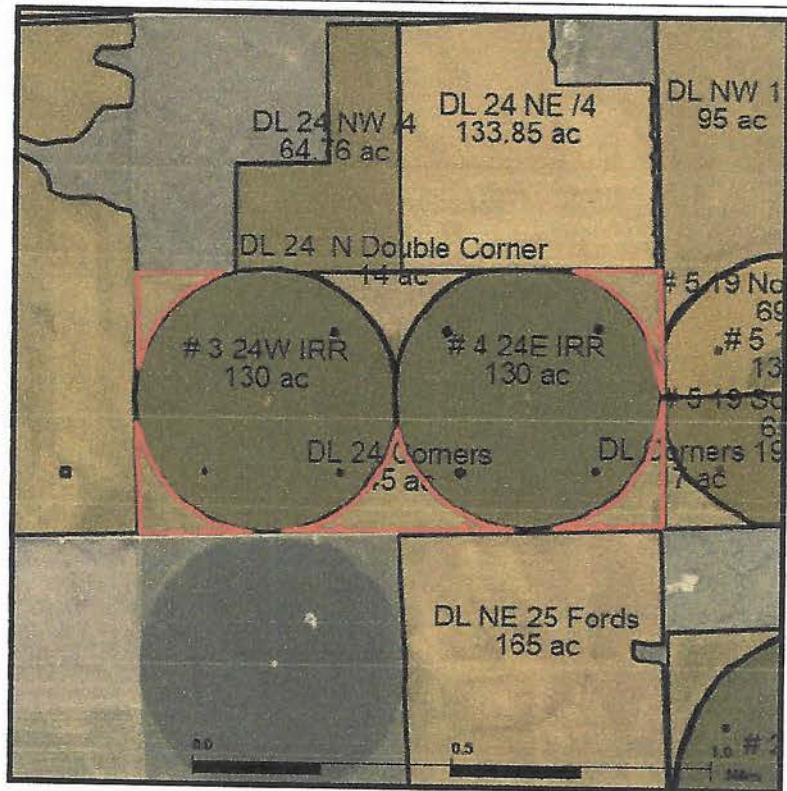
Client: 702667
LUEKING JR. ESTATE OF OTTO F

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017494
Batches: 1
Formula No: 0000017494
Date: 2025-02-26 14:48:10

Farm: 901262						
Field: DL 24 Corners						
NA:			Ordered: 0-0-0			
Crop: Wheat			Delivered: 31-0-0-S=5.77			
Legal: State: Colorado			Analysis: 28-0-0-S=5.2			
	County: Yuma		Township: 5N		Range / Section: 47W / 24	
<u>Item</u>	<u>Quantity</u>	<u>EPA#</u>	<u>Manufacturer</u>	<u>Target Pest</u>	<u>Weight</u>	<u>Rate</u>
12-0-0-26S THIO SULFATE LIQ BULK	0.4662 ton				932.400 lb	2.00 gal/ac
32-0-0 LIQ BULK	1.8580 ton				3,716.000 lb	8.00 gal/ac
SPRAYING	42.0000 ac				0.000 lb	0.00 /ac

<u>Condition</u>	<u>Value</u>
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	4,648.4000 lb	Weight/Area:	110.6762 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	10.0000 gal / ac
Current Area:	42.00 ac	Total Volume:	419.9855 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017495
Batches: 1
Formula No: 0000017495
Date: 2025-02-26 14:54:12

Farm: 901262
Field: DL 30 SW 65
NA:
Crop: Wheat
Legal: State: Colorado County: Yuma Township: 5N Range / Section: 47W / SW 30
Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28- 0- 0-S=5.2

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	0.8880 ton				1,776.000 lb	2.00 gal/ac
32-0-0 LIQ BULK SPRAYING	3.5390 ton				7,078.000 lb	8.00 gal/ac
	80.0000 ac				0.000 lb	0.00 /ac

Condition **Value**

Application Date _____

Start Time _____

End Time _____

Wind Direction _____

Wind Velocity _____ mph

Temperature _____ F

Appl Direction _____

Ground Speed _____ mph

Tip Type _____

Tip Spacing _____ in

Tip Pressure _____ lb/in2

Tip Size _____

Boom Height _____ in

Chemical Disposal _____

Product Location _____

Application Date _____

Re-entry Interval _____

Days To Harvest _____

Rotation Mo: Corn _____

: Sugarbeets _____

: Dry Beans _____

: Wheat _____

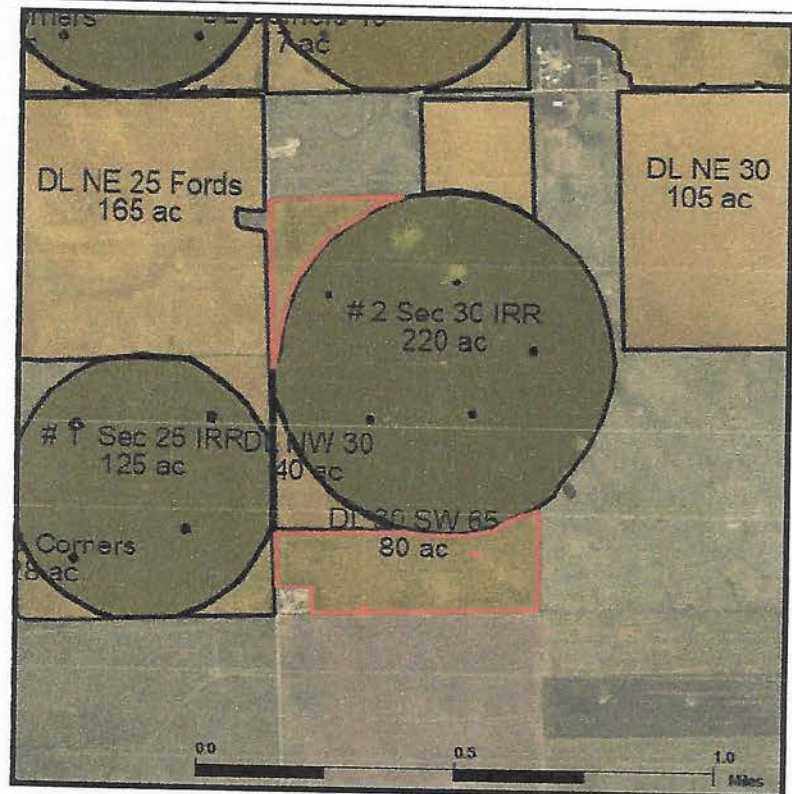
: Sunflowers _____

: Soybeans _____

Grazing Restrict. _____

Fieldman _____

Grower Signature _____



Total Weight:	8,854.0000 lb	Weight/Area:	110.6750 lb/ac
Estimated Density:	11.0680 lb/gal	Volume/Area:	10.0000 gal/ac
Current Area:	80.00 ac	Total Volume:	799.9638 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

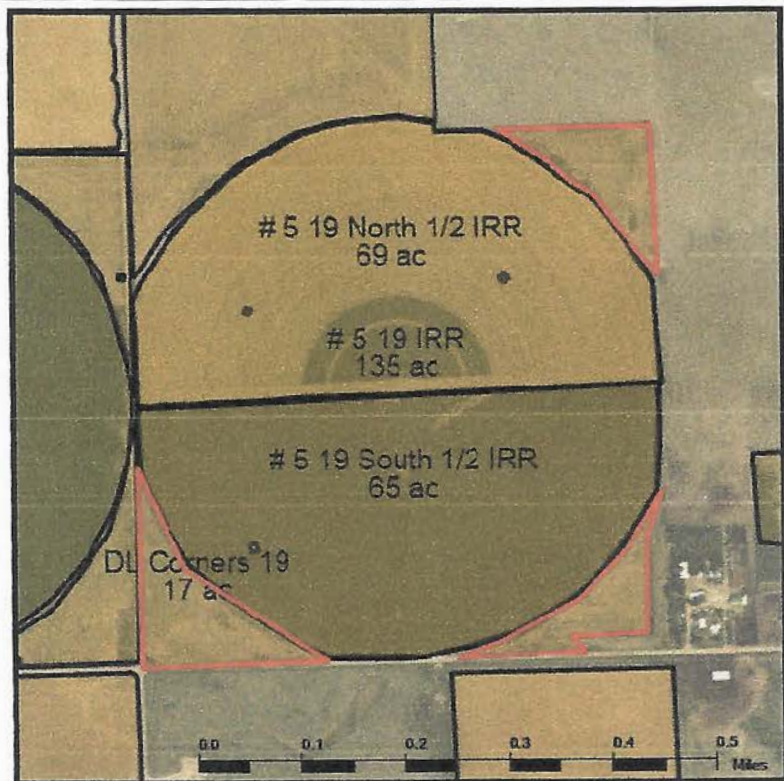
HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017496
Batches: 1
Formula No: 0000017496
Date: 2025-02-26 14:55:27

Farm: 901262
Field: DL Corners 19
NA:
Crop: Wheat
Legal: State: Colorado County: Yuma Township: 5N Range / Section: 46W / 19
Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28- 0- 0-S=5.2

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	0.1887 ton				377.400 lb	2.00 gal / ac
32-0-0 LIQ BULK	0.7520 ton				1,504.000 lb	8.00 gal / ac
SPRAYING	17.0000 ac				0.000 lb	0.00 / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	1,881.4000 lb	Weight/Area:	110.6706 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	9.9990 gal / ac
Current Area:	17.00 ac	Total Volume:	169.9855 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

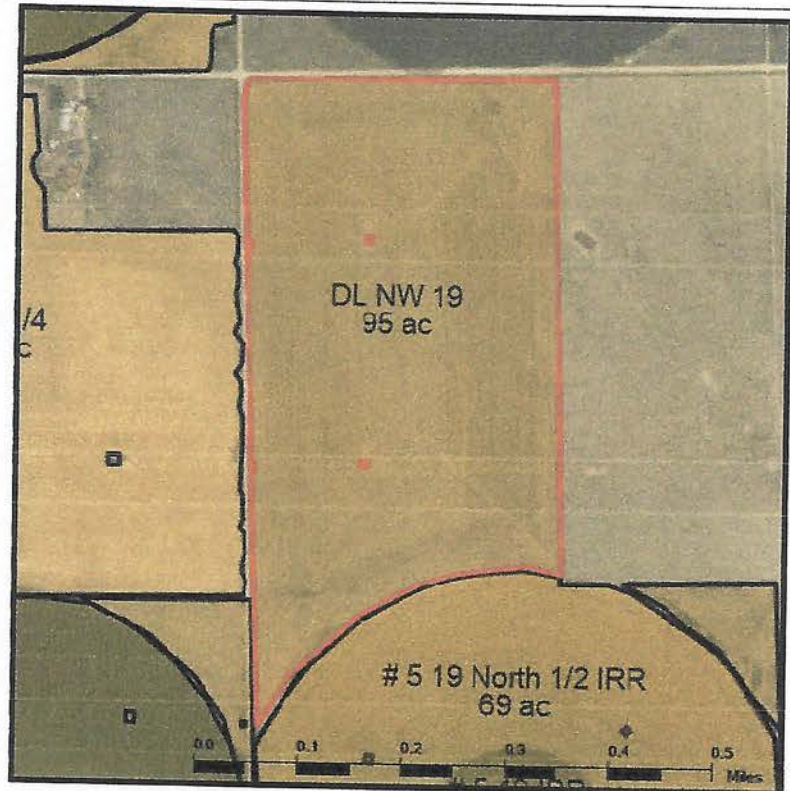
Blend No: 0000017497
Batches: 1
Formula No: 0000017497
Date: 2025-02-26 14:57:53

Farm: 901262
Field: DL NW 19
NA:
Crop: Wheat
Legal: State: Colorado

County: Yuma Township: 5N Range / Section: 46W / 19
Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28- 0- 0-S=5.2

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	1.0545 ton				2,109.000 lb	2.00 gal / ac
32-0-0 LIQ BULK SPRAYING	4.2024 ton 95.0000 ac				8,404.800 lb 0.000 lb	8.00 gal / ac 0.00 / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	10,513.8000 lb	Weight/Area:	110.6716 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	9.9990 gal / ac
Current Area:	95.00 ac	Total Volume:	949.9277 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017498
Batches: 1
Formula No: 0000017498
Date: 2025-02-26 14:59:09

Farm: 901262
Field: DL SE 19
NA:
Crop: Wheat
Legal: State: Colorado County: Yuma Township: 5N Range / Section: 46W / SE 19
Ordered: 0-0-0
Delivered: 31-0-0-S=5.77
Analysis: 28- 0- 0-S=5.2

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	1.2765 ton				2,553.000 lb	2.00 gal / ac
32-0-0 LIQ BULK SPRAYING	5.0871 ton				10,174.200 lb	8.00 gal / ac
	115.0000 ac				0.000 lb	0.00 / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	12,727.2000 lb	Weight/Area:	110.6713 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	9.9990 gal / ac
Current Area:	115.00 ac	Total Volume:	1,149.9096 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017499
Batches: 1
Formula No: 0000017499
Date: 2025-02-26 15:01:09

Farm: 901262

Field: DL-27

NA:

Crop: Wheat

Legal: State: Colorado

County: Yuma

Ordered: 0-0-0

Delivered: 31-0-0-S=5.77

Analysis: 28- 0- 0-S=5.2

Township: 3

Range / Section: 47 / 27

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	1.6983 ton				3,396.600 lb	2.00 gal / ac
32-0-0 LIQ BULK	6.7681 ton				13,536.200 lb	8.00 gal / ac
SPRAYING	153.0000 ac				0.000 lb	0.00 / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	16,932.8000 lb	Weight/Area:	110.6719 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	9.9990 gal / ac
Current Area:	153.00 ac	Total Volume:	1,529.8879 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	



HIGH
PLAINS

Field Ticket **Parcels #9A & #9B**

Page 1 of 2

Client: 702667

LUCKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production

22944 CO RD 41

HOLYOKE CO 80734

970-854-3554

3476200

Blend No: 0000017493

Batches: 4

Formula No: 0000017493

Date: 2025-02-26
14:46:27

Farm: 901262

Field: DL 23 Section

NA:

Crop: Wheat

Legal: State: Colorado

County: Yuma

Ordered: 0-0-0

Delivered: 31-0-0-S=5.77

Analysis: 28-0-0-S=5.2

Township: 4N

Range / Section: 47W / 23

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-0-0-26S THIO SULFATE LIQ BULK	6.3992 ton				12,798.200 lb	2.00 gal/ac
32-0-0 LIQ BULK SPRAYING	25.5036 ton 576.5000 ac				51,007.200 lb 0.000 lb	8.00 gal/ac 0.00 /ac

Condition

Value

Application Date

Start Time

End Time

Wind Direction

Wind Velocity

mph

Temperature

F

Appl Direction

Ground Speed

mph

Tip Type

Tip Spacing

in

Tip Pressure

lb/in2

Tip Size

Boom Height

in

Chemical Disposal

Product Location

Application Date

Re-entry Interval

Days To Harvest

Rotation Mo: Corn

: Sugarbeets

: Dry Beans

: Wheat

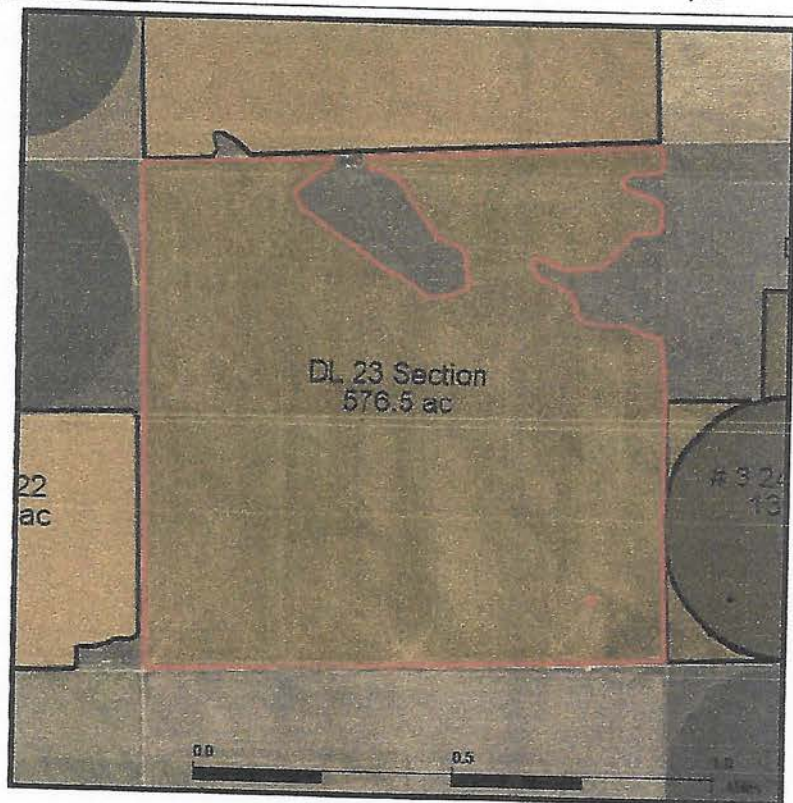
: Sunflowers

: Soybeans

Grazing Restrict.

Fieldman

Grower Signature



Completed 3-3-25
Suppose to rain tonight
+ sun + blow to use now

Total Weight:	63,805.4000 lb	Weight/Area:	110.6772 lb / ac
Estimated Density:	11.0680 lb / gal	Volume/Area:	10.0000 gal / ac
Current Area:	576.50 ac	Total Volume:	5,764.8536 gal
Applicator:		License No:	
Land Note:		Lic. Expiration Date:	

FALL FERTILIZER

Client: 702667
LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280

Blend No: 0000016221
Batches: 1
Formula No: 0000016221
Date: 2024-08-08 13:14:40

3470200

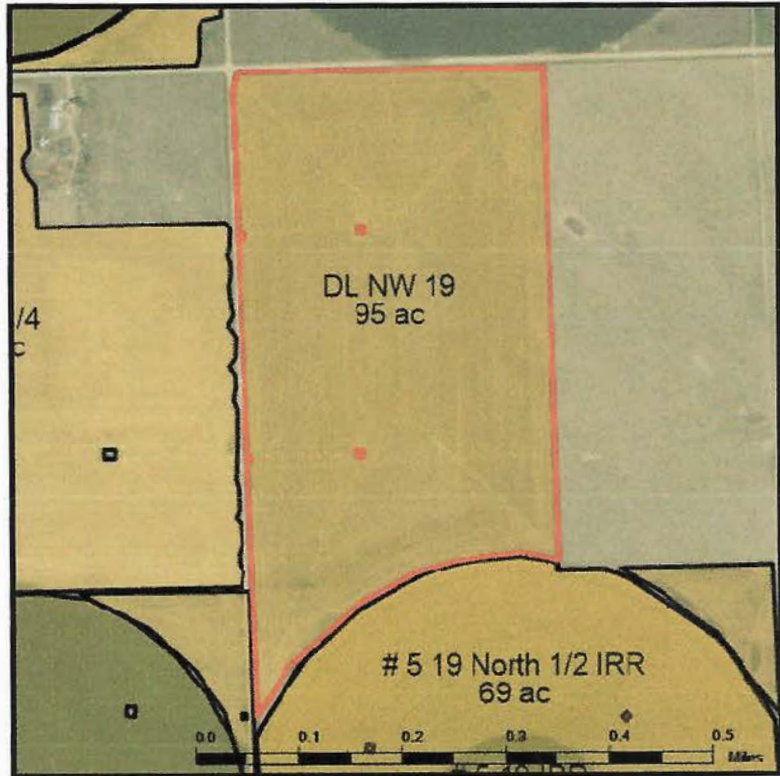
Farm: 901262
Field: DL NW 19
NA:
Crop: **Wheat**
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 15.2-20-0-S=5-ZN=0.5
Analysis: 22- 28- 0-S=7.1-ZN=0.7

County: Yuma Township: 5N Range / Section: 46W / 19

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	2.3750 ton				4,750.000 lb	50.00 lb / ac
46-0-0 UREA BULK SPREADING-DRY	0.9500 ton 95.0000 ac				1,900.000 lb 0.000 lb	20.00 lb / ac 0.00 / ac
TRIVAR 2.5G CHS INC	1.7860 gal		CHS	N/A	17.235 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	6,667.2350 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	95.00 ac	Total Volume:	111.8524 ft3

Client: 702667
LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280

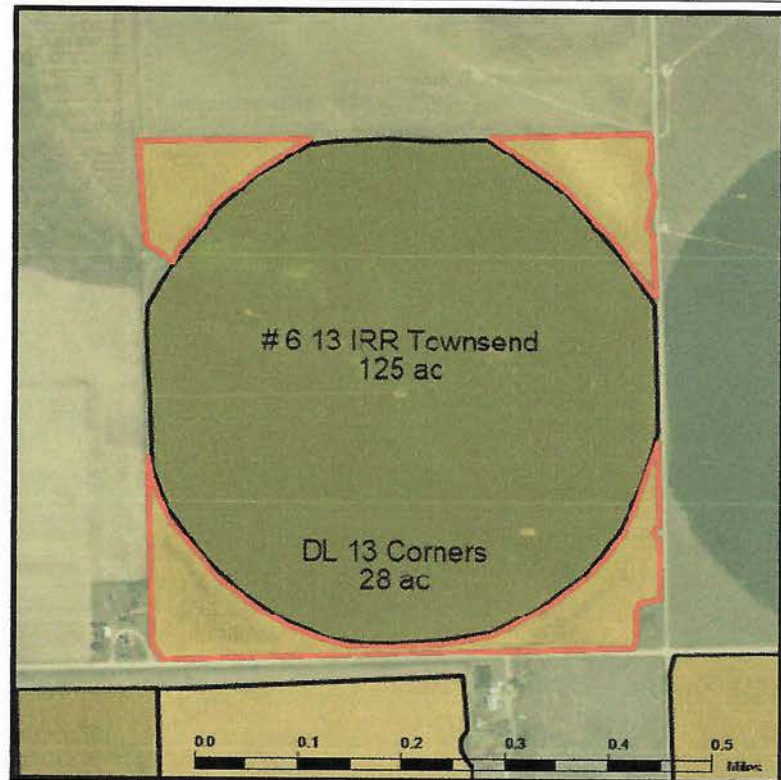
Blend No: 0000016220
Batches: 1
Formula No: 0000016220
Date: 2024-08-08 13:11:44

3470200

Farm: 901262
Field: DL 13 Corners
NA:
Crop: Wheat
Legal: State: Colorado County: Yuma Township: 5N Range / Section: 47W / 13
Ordered: 0-0-0
Delivered: 15.2-20-0-S=5-ZN=0.5
Analysis: 22- 28- 0-S=7.1-ZN=0.7

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	0.7000 ton				1,400.000 lb	50.00 lb / ac
46-0-0 UREA BULK	0.2800 ton				560.000 lb	20.00 lb / ac
SPREADING-DRY	28.0000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	0.5264 gal		CHS	N/A	5.080 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	1,965.0800 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	28.00 ac	Total Volume:	32.9670 ft3

Client: 702667
LUEKING JR. ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280

3470200

Blend No: 0000016224
Batches: 1
Formula No: 0000016224
Date: 2024-08-08
13:27:15

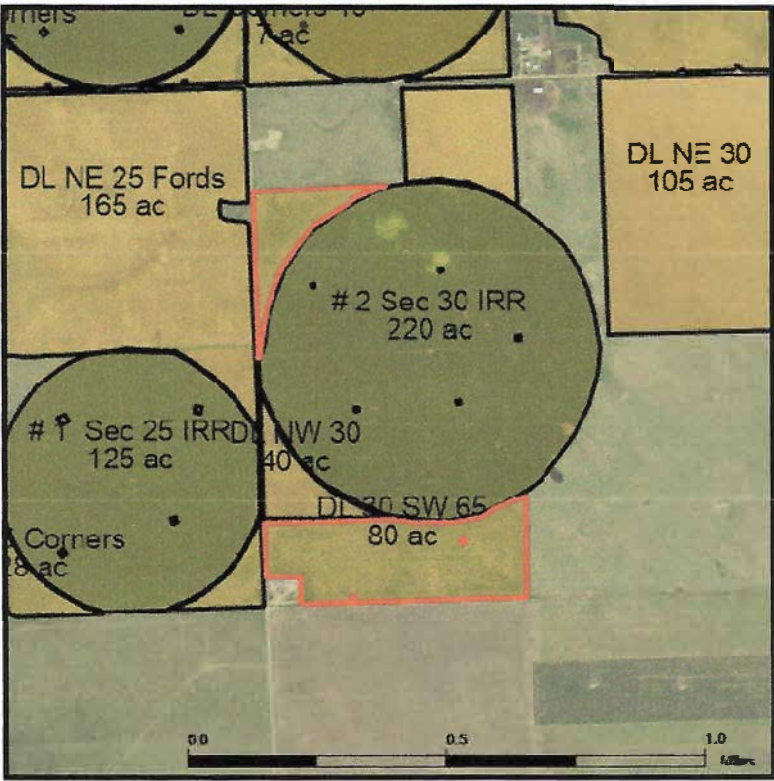
Completed 8-28/8-29

Farm: 901262
Field: DL 30 SW 65
NA:
Crop: Wheat
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 15.2-20-0-S=5-ZN=0.5
Analysis: 22- 28- 0-S=7.1-ZN=0.7
County: Yuma Township: 5N Range / Section: 47W /SW 30

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	2.0000 ton				4,000.000 lb	50.00 lb / ac
46-0-0 UREA BULK SPREADING-DRY	0.8000 ton 80.0000 ac				1,600.000 lb 0.000 lb	20.00 lb / ac 0.00 / ac
TRIVAR 2.5G CHS INC	1.5040 gal		CHS	N/A	14.514 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	5,614.5140 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	80.00 ac	Total Volume:	94.1915 ft3

Client: 702667

LUEKING JR. ESTATE OF OTTO F

YUMA - Agronomy

101 S DETROIT AVE

YUMA CO 80759

970-848-8280

Blend No: 0000016222

Batches: 1

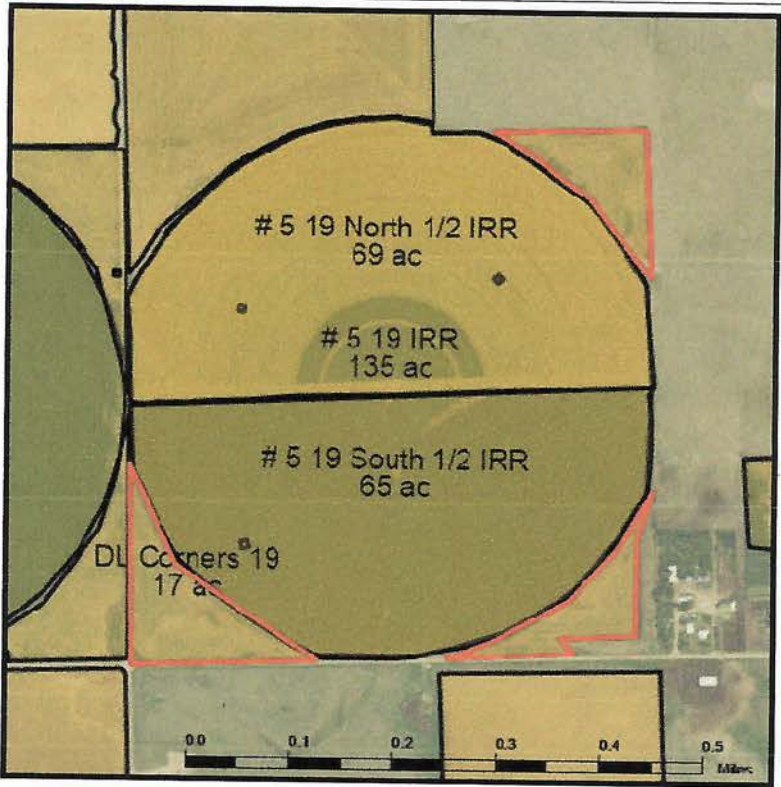
Formula No: 0000016222

Date: 2024-08-08 13:19:12

3470200

Farm:	901262						
Field:	DL Corners 19						
NA:			Ordered:	0-0-0			
Crop:	Wheat		Delivered:	15.2-20-0-S=5-ZN=0.5			
Legal:	State: Colorado	County: Yuma	Analysis:	22- 28- 0-S=7.1-ZN=0.7			
			Township:	5N	Range / Section:	46W	/ 19
Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate	
12-40-0-10S-1ZN MESZ BULK MOSAIC C	0.4250 ton				850.000 lb	50.00 lb / ac	
46-0-0 UREA BULK	0.1700 ton				340.000 lb	20.00 lb / ac	
SPREADING-DRY	17.0000 ac				0.000 lb	0.00 / ac	
TRIVAR 2.5G CHS INC	0.3196 gal		CHS	N/A	3.084 lb	0.08 liq qt / ac	

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	1,193.0840 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	17.00 ac	Total Volume:	20.0157 ft3

Client: 702667

LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy

101 S DETROIT AVE

YUMA CO 80759

970-848-8280

Blend No: 0000016213

Batches: 2

Formula No: 0000016213

Date: 2024-08-08 10:57:25

3470200

Farm: 901262

Field: DL 23 Section

NA:

Crop: Wheat

Legal: State: Colorado

County: Yuma

Township: 4N

Range / Section: 47W / 23

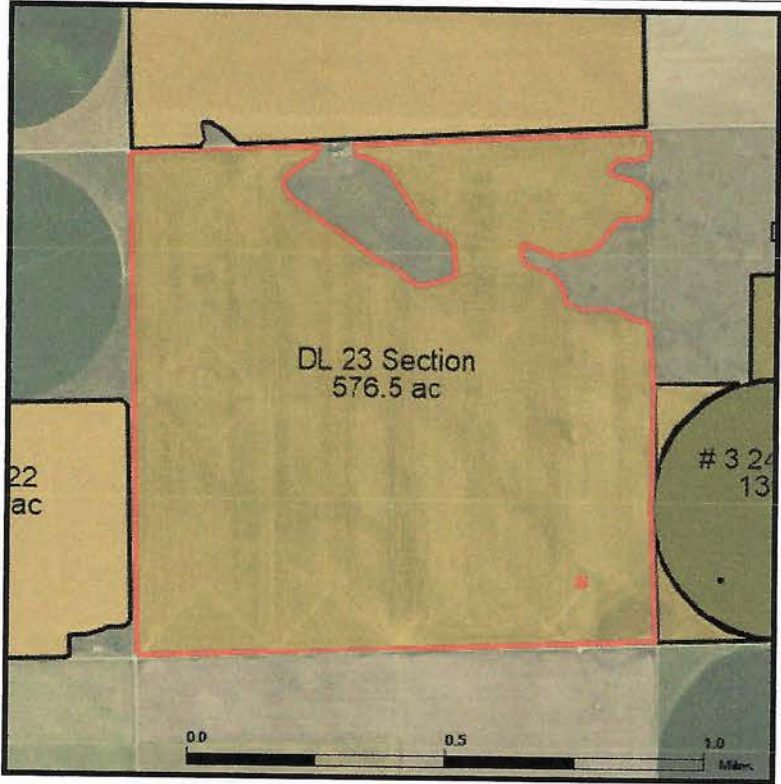
Ordered: 0-0-0

Delivered: 15.2-20-0-S=5-ZN=0.5

Analysis: 22- 28- 0-S=7.1-ZN=0.7

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	14.4125 ton				28,825.000 lb	50.00 lb / ac
46-0-0 UREA BULK	5.7650 ton				11,530.000 lb	20.00 lb / ac
SPREADING-DRY	576.5000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	10.8382 gal		CHS	N/A	104.589 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	40,459.5890 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	576.50 ac	Total Volume:	678.7677 ft3

Client: 702667
LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280
3470200

Blend No: 0000016211
Batches: 1
Formula No: 0000016211
Date: 2024-08-08
10:50:27

Farm: 901262

Field: DL-27

NA:

Crop: Wheat

Legal: State: Colorado

County: Yuma

Ordered: 0-0-0

Delivered: 15.2-20-0-S=5-ZN=0.5

Analysis: 22- 28- 0-S=7.1-ZN=0.7

Township: 3

Range / Section: 47 / 27

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	3.8250 ton				7,650.000 lb	50.00 lb / ac
46-0-0 UREA BULK	1.5300 ton				3,060.000 lb	20.00 lb / ac
SPREADING-DRY	153.0000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	2.8764 gal		CHS	N/A	27.757 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	10,737.7570 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	153.00 ac	Total Volume:	180.1413 ft3

Client: 702667

LUCKING JR, ESTATE OF OTTO E

YUMA - Agronomy

101 S DETROIT AVE

YUMA CO 80759

970-848-8280

3470200

Blend No: 0000016209

Batches: 1

Formula No: 0000016209

Date: 2024-08-08 09:47:00

Farm: 901262

Field: DL 21 South

NA:

Crop: Wheat

Legal: State: Colorado

County: Yuma

Ordered: 0-0-0

Delivered: 15.2-20-0-S=5-ZN=0.5

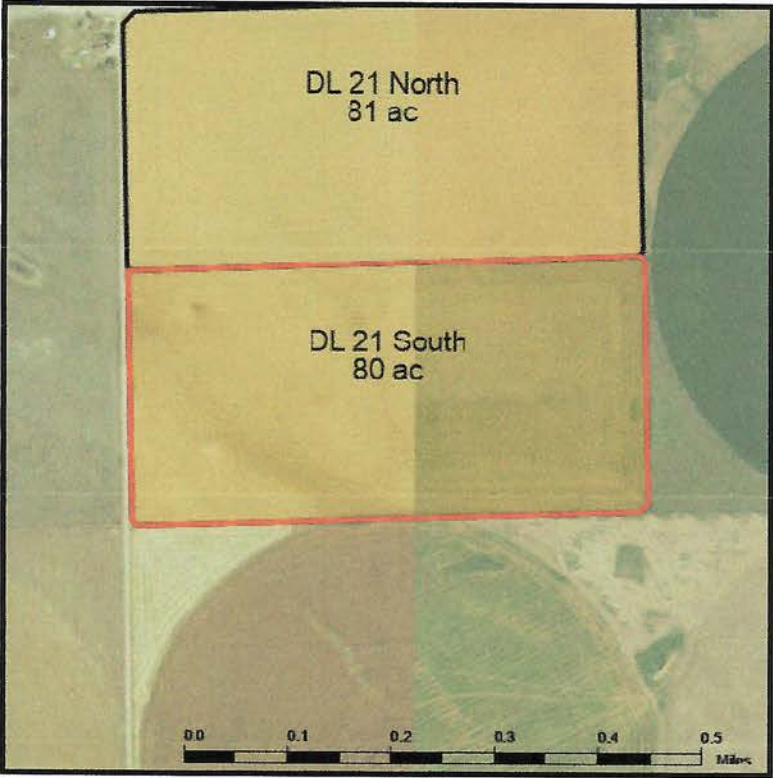
Analysis: 22- 28- 0-S=7.1-ZN=0.7

Township: 5N

Range / Section: 47W /21

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	2.0000 ton				4,000.000 lb	50.00 lb / ac
46-0-0 UREA BULK	0.8000 ton				1,600.000 lb	20.00 lb / ac
SPREADING-DRY	80.0000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	1.5040 gal		CHS	N/A	14.514 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	5,614.5140 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	80.00 ac	Total Volume:	94.1915 ft3

Client: 702667
LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280

Blend No: 0000016219
Batches: 1
Formula No: 0000016219
Date: 2024-08-08
13:06:21

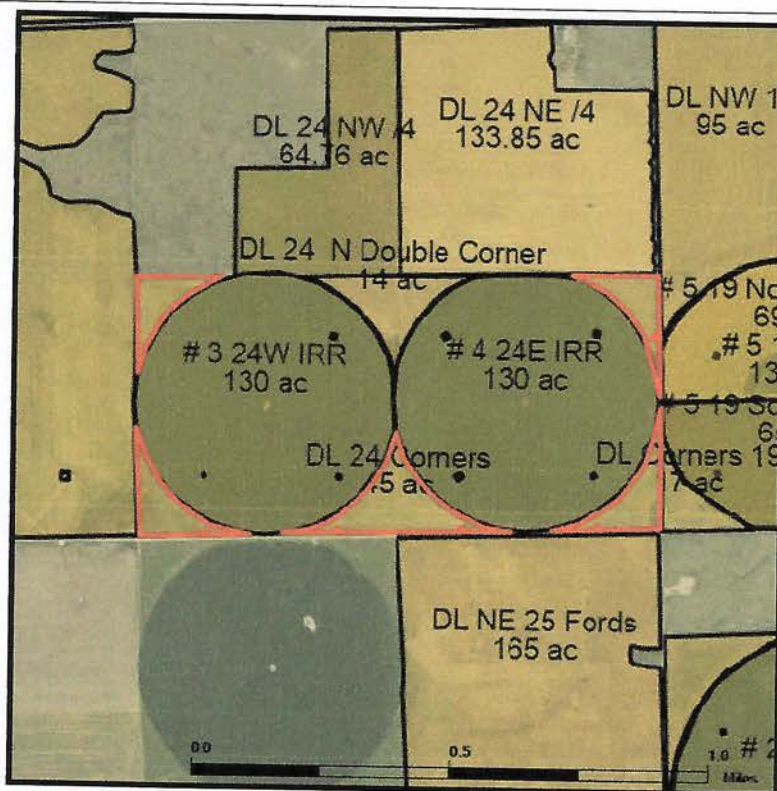
3470200

Farm: 901262
Field: DL 24 Corners
NA:
Crop: Wheat
Legal: State: Colorado

County: Yuma
Ordered: 0-0-0
Delivered: 15.2-20-0-S=5-ZN=0.5
Analysis: 22- 28- 0-S=7.1-ZN=0.7
Township: 5N
Range / Section: 47W / 24

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	1.1250 ton				2,250.000 lb	50.00 lb / ac
46-0-0 UREA BULK	0.4500 ton				900.000 lb	20.00 lb / ac
SPREADING-DRY	45.0000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	0.8460 gal		CHS	N/A	8.164 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	3,158.1640 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	45.00 ac	Total Volume:	52.9827 ft3

Client: 702667
LUEKING JR, ESTATE OF OTTO E

YUMA - Agronomy
101 S DETROIT AVE
YUMA CO 80759
970-848-8280

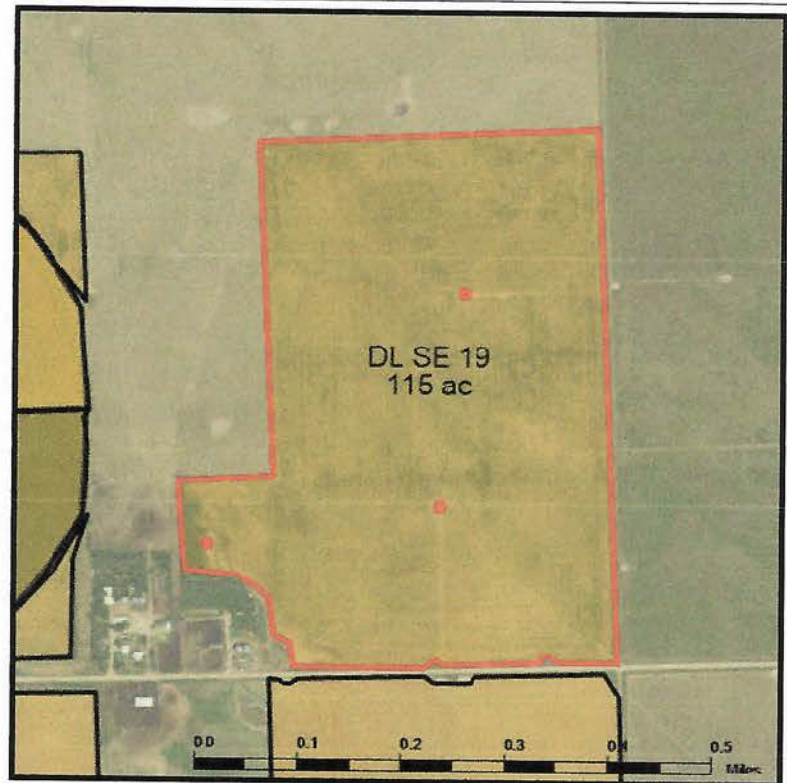
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Batches: 1
Formula No: 0000016223
Date: 2024-08-08 13:23:16

3470200

Farm: 901262
Field: DL SE 19
NA:
Crop: Wheat
Legal: State: Colorado County: Yuma Township: 5N Range / Section: 46W / SE 19
Ordered: 0-0-0
Delivered: 15.2-20-0-S=5-ZN=0.5
Analysis: 22- 28- 0-S=7.1-ZN=0.7

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
12-40-0-10S-1ZN MESZ BULK MOSAIC C	2.8750 ton				5,750.000 lb	50.00 lb / ac
46-0-0 UREA BULK	1.1500 ton				2,300.000 lb	20.00 lb / ac
SPREADING-DRY	115.0000 ac				0.000 lb	0.00 / ac
TRIVAR 2.5G CHS INC	2.1620 gal		CHS	N/A	20.863 lb	0.08 liq qt / ac

Condition	Value
Product Location	
Application Date	
Start Time	
End Time	
Wind Direction	
Application Date	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	
Grazing Restrict.	
Fieldman	
Grower Signature	



Total Weight:	8,070.8630 lb	Weight/Area:	70.1814 lb / ac
Estimated Density:	59.6074 lb / ft3	Volume/Area:	1.1770 ft3 / ac
Current Area:	115.00 ac	Total Volume:	135.4003 ft3

Fall Herbicide on Wheat Stubble

Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017038
Batches: 1
Formula No: 0000017038
Date: 2024-10-21 11:17:52

Farm: 901262
Field: DL 21 North

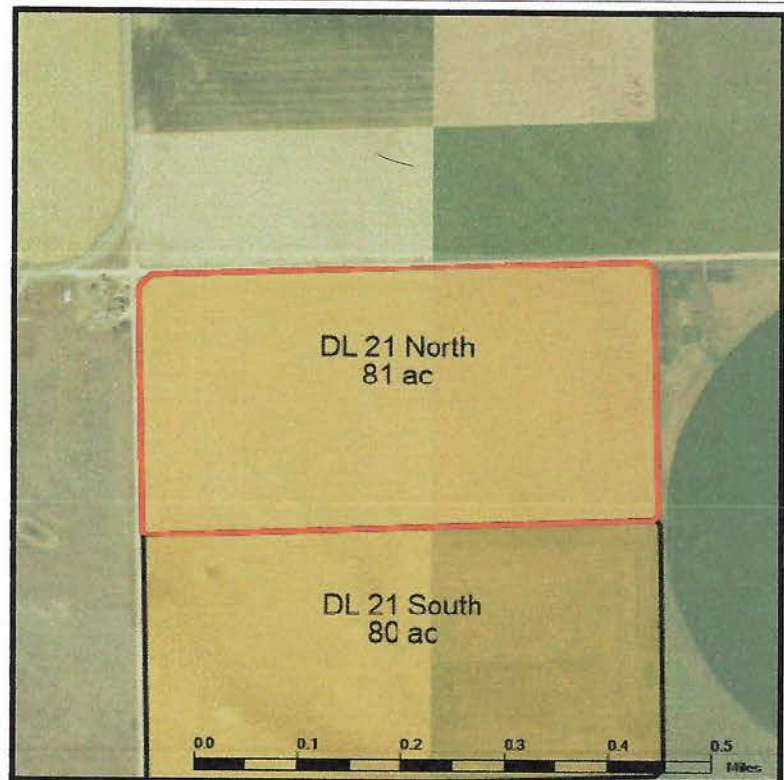
Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

NA:
Crop: Chem Fallow *Fall*
Legal: State: Colorado *Stubble* County: Yuma

Township: 5 Range / Section: 47 / 21

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	2.0103 ton				4,020.600 lb	5.95 gal / ac
SPRAYING	81.0000 ac				0.000 lb	0.00 / ac
AUTHORITY MTZ DF 12LB FMC CORP	60.7500 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	60.750 lb	12.00 oz / ac
RT 3 LIQ BULK BAYER CR	15.1875 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	172.074 lb	24.00 fl oz / ac
ATRAZINE 4L LIQ BULK TENKOZ I	20.2500 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	186.300 lb	1.00 qt / ac
FIXATE NONIONIC COND AGENT 2.5G CHS INC	2.6128 gal		CHS	N/A	25.449 lb	0.13 qt / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017037
Batches: 1
Formula No: 0000017037
Date: 2024-10-21 11:07:11

Farm: 901262

Field: DL 24 N Double Corner

NA:

Crop: Chem Fallow

Legal: State: Colorado

Fall Stubble

County: Yuma

Ordered: 0-0-0

Delivered: 0-0-0

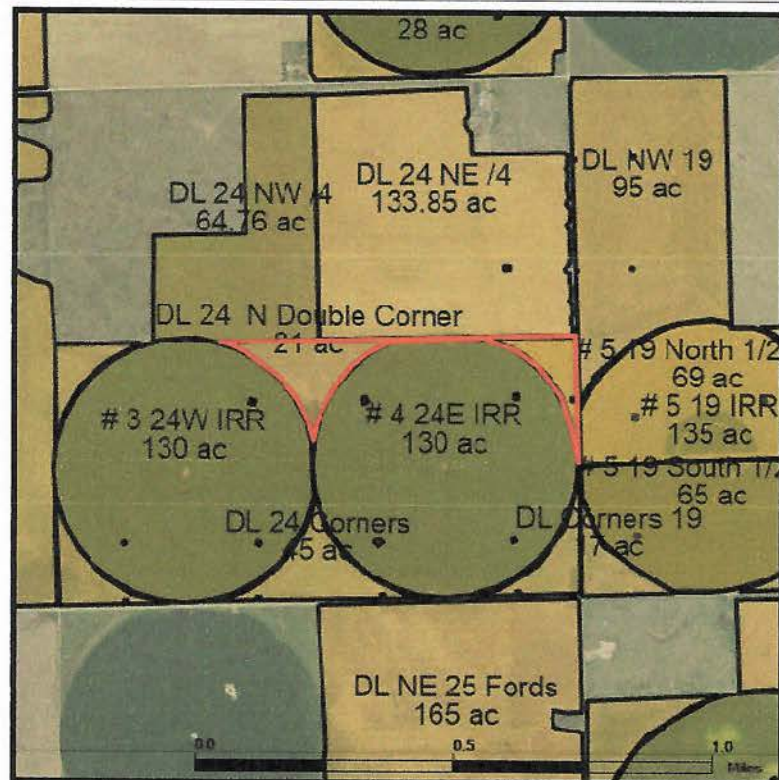
Analysis: 0-0-0

Township: 5N

Range / Section: 47W / 24

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	0.5212 ton				1,042.400 lb	5.95 gal/ac
SPRAYING	21.0000 ac				0.000 lb	0.00 /ac
AUTHORITY MTZ DF 12LB FMC CORP	15.7500 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	15.750 lb	12.00 oz/ac
RT 3 LIQ BULK BAYER CR	3.9375 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	44.612 lb	24.00 fl oz/ac
ATRAZINE 4L LIQ BULK TENKOZ I	5.2500 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	48.300 lb	1.00 qt/ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	0.6774 gal		CHS	N/A	6.598 lb	0.13 qt/ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017036
Batches: 1
Formula No: 0000017036
Date: 2024-10-21 11:04:50

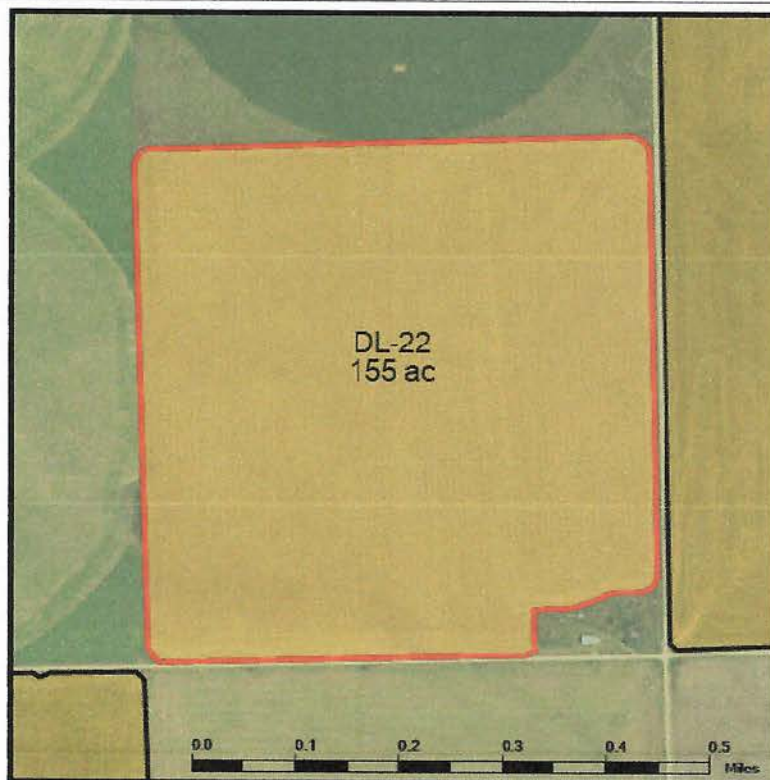
Farm: 901262
Field: DL-22
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma **Township:** 5 **Range / Section:** 47 / 22

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	3.8467 ton				7,693.400 lb	5.95 gal / ac
SPRAYING	155.0000 ac				0.000 lb	0.00 / ac
AUTHORITY MTZ DF 12LB FMC CORP	116.2500 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	116.250 lb	12.00 oz / ac
RT 3 LIQ BULK BAYER CR	29.0625 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	329.278 lb	24.00 fl oz / ac
ATRAZINE 4L LIQ BULK TENKOZ I	38.7500 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	356.500 lb	1.00 qt / ac
FIXATE NONIONIC COND AGENT 2.5G CHS INC	4.9999 gal		CHS	N/A	48.699 lb	0.13 qt / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017035
Batches: 1
Formula No: 0000017035
Date: 2024-10-21 11:02:25

Farm: 901262
Field: DL NE 30
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma Township: 4N Range / Section: 46W / 30

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	2.6058 ton				5,211.600 lb	5.95 gal/ac
SPRAYING	105.0000 ac				0.000 lb	0.00 /ac
AUTHORITY MTZ DF 12LB FMC CORP	78.7500 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	78.750 lb	12.00 oz/ac
RT 3 LIQ BULK BAYER CR	19.6875 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	223.059 lb	24.00 fl oz/ac
ATRAZINE 4L LIQ BULK TENKOZ I	26.2500 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	241.500 lb	1.00 qt/ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	3.3870 gal		CHS	N/A	32.989 lb	0.13 qt/ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017034
Batches: 1
Formula No: 0000017034
Date: 2024-10-21 10:56:32

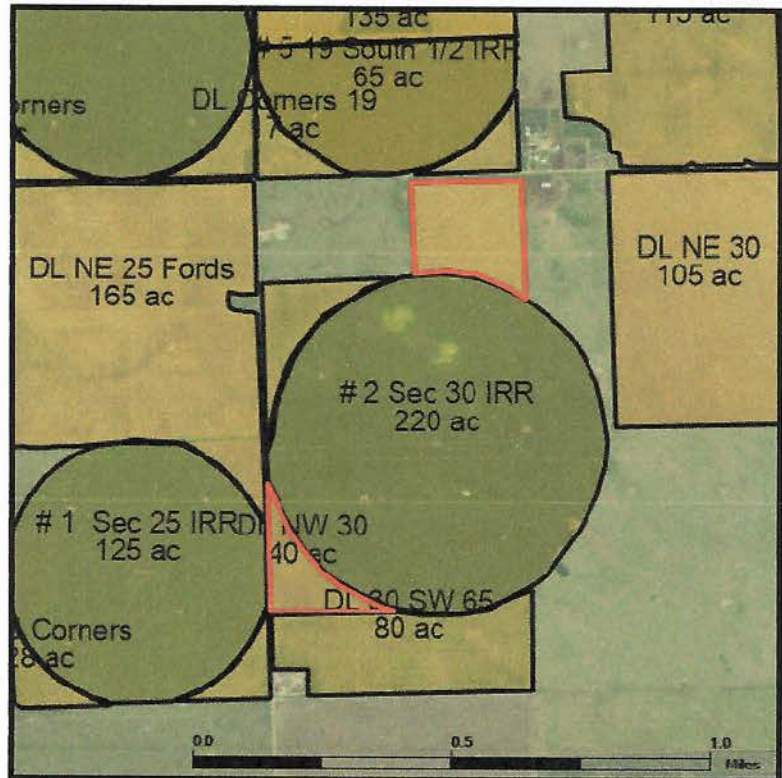
Farm: 901262
Field: DL NW 30
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma **Township:** 5N **Range / Section:** 46W / 30

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	0.9927 ton				1,985.400 lb	5.95 gal/ac
SPRAYING	40.0000 ac				0.000 lb	0.00 /ac
AUTHORITY MTZ DF 12LB FMC CORP	30.0000 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	30.000 lb	12.00 oz/ac
RT 3 LIQ BULK BAYER CR	7.5000 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	84.975 lb	24.00 fl oz/ac
ATRAZINE 4L LIQ BULK TENKOZ I	10.0000 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	92.000 lb	1.00 qt/ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	1.2903 gal		CHS	N/A	12.568 lb	0.13 qt/ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017033
Batches: 1
Formula No: 0000017033
Date: 2024-10-21 10:45:49

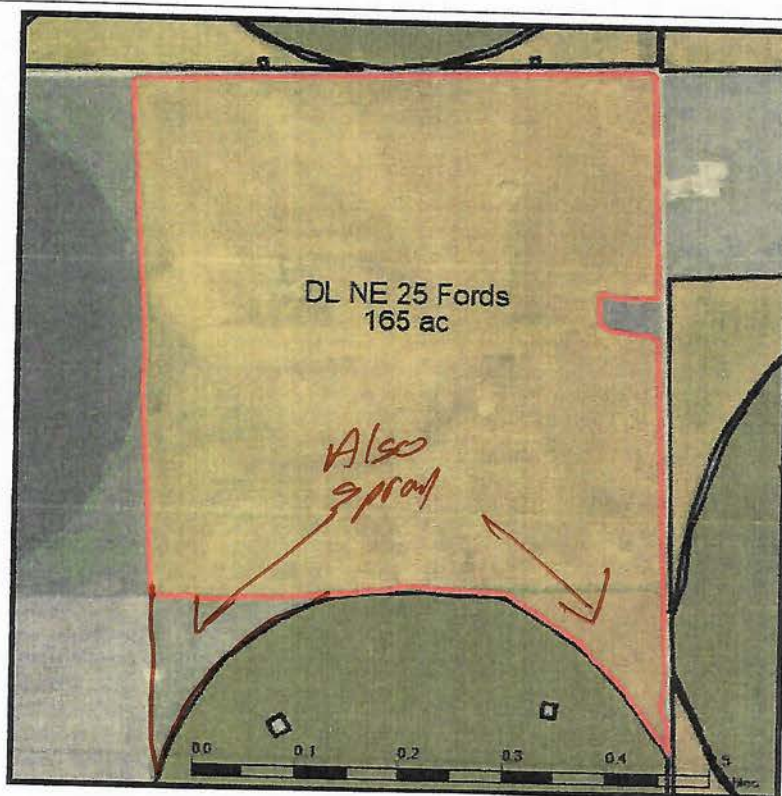
Farm: 901262
Field: DL NE 25 Fords
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma **Township:** 5N **Range / Section:** 47W / NE 25

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	4.3431 ton				8,686.200 lb	5.95 gal/ac
SPRAYING	175.0000 ac				0.000 lb	0.00 /ac
AUTHORITY MTZ DF 12LB FMC CORP	131.2502 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	131.250 lb	12.00 oz/ac
RT 3 LIQ BULK BAYER CR	32.8125 gal	524-544	Bayer CropScience	Downy Brome - Bromus tectorum	371.766 lb	24.00 fl oz/ac
ATRAZINE 4L LIQ BULK TENKOZ I	43.7501 gal	55467-13	Tenkoz Inc.	Kochia - Kochia scoparia	402.501 lb	1.00 qt/ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	5.6450 gal		CHS	N/A	54.982 lb	0.13 qt/ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

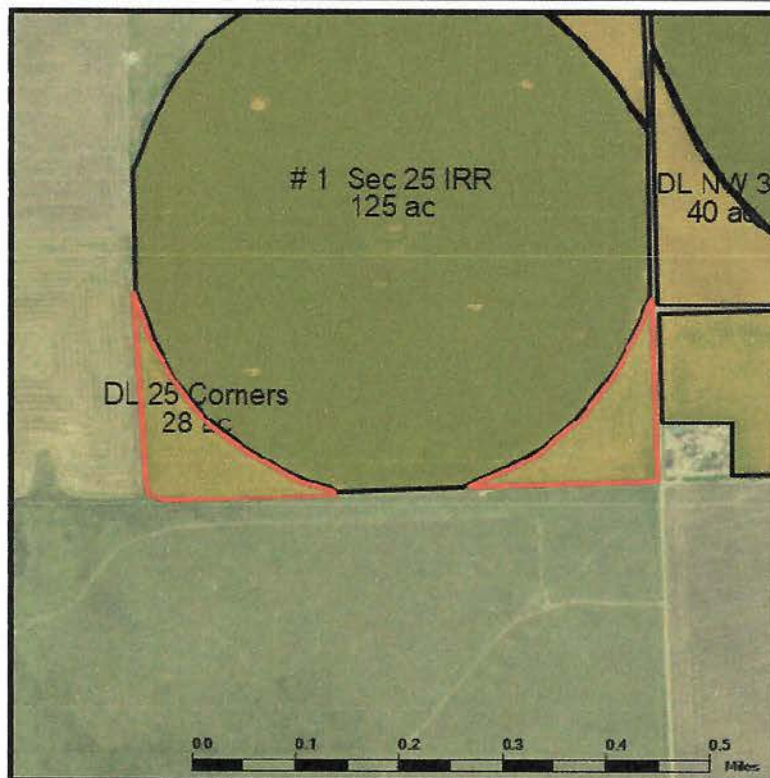
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Batches: 1
Formula No: 0000017032
Date: 2024-10-21 10:36:07

Farm: 901262
Field: DL 25 Corners
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0
County: Yuma
Township: 5N
Range / Section: 47W / 25

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	0.6949 ton				1,389.800 lb	5.95 gal / ac
SPRAYING	28.0000 ac				0.000 lb	0.00 / ac
AUTHORITY MTZ DF 12LB FMC CORP	21.0000 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	21.000 lb	12.00 oz / ac
RT 3 LIQ BULK BAYER CR	5.2500 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	59.483 lb	24.00 fl oz / ac
ATRAZINE 4L LIQ BULK TENKOZ I	7.0000 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	64.400 lb	1.00 qt / ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	0.9032 gal		CHS	N/A	8.797 lb	0.13 qt / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017031
Batches: 1
Formula No: 0000017031
Date: 2024-10-21 10:33:43

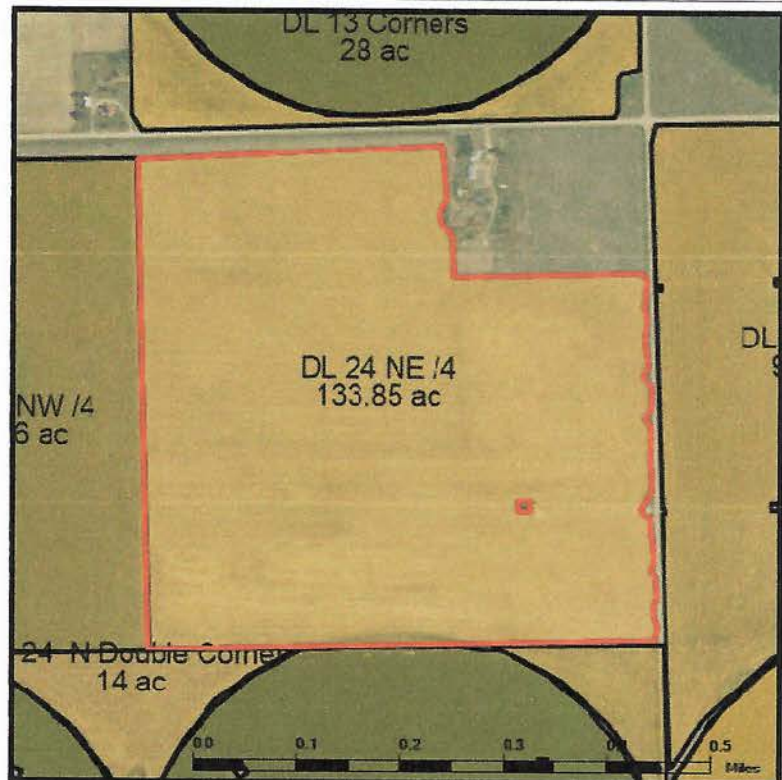
Farm: 901262
Field: DL 24 NE /4
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma Township: Range / Section: /

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	3.3222 ton				6,644.400 lb	5.95 gal / ac
SPRAYING	133.8500 ac				0.000 lb	0.00 / ac
AUTHORITY MTZ DF 12LB FMC CORP	100.3875 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	100.388 lb	12.00 oz / ac
RT 3 LIQ BULK BAYER CR	25.0969 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	284.348 lb	24.00 fl oz / ac
ATRAZINE 4L LIQ BULK TENKOZ I	33.4625 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	307.855 lb	1.00 qt / ac
FIXATE NONIONIC COND AGENT 2.5G CHS INC	4.3177 gal		CHS	N/A	42.054 lb	0.13 qt / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017030
Batches: 1
Formula No: 0000017030
Date: 2024-10-21 10:31:48

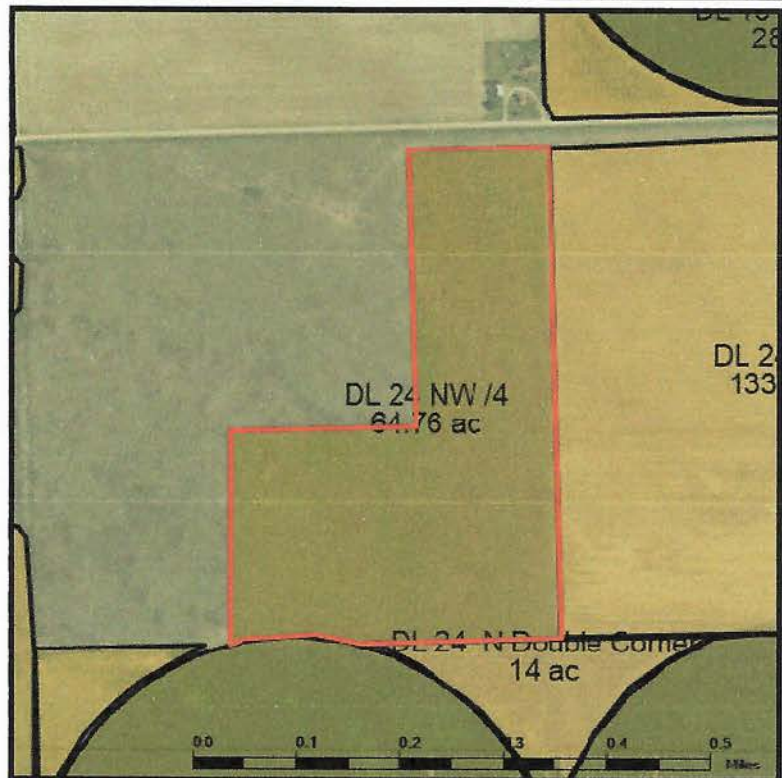
Farm: 901262
Field: DL 24 NW /4
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma **Township:** **Range / Section:** /

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	1.6073 ton				3,214.600 lb	5.95 gal/ac
SPRAYING	64.7600 ac				0.000 lb	0.00 /ac
AUTHORITY MTZ DF 12LB FMC CORP	48.5700 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	48.570 lb	12.00 oz/ac
RT 3 LIQ BULK BAYER CR	12.1425 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	137.575 lb	24.00 fl oz/ac
ATRAZINE 4L LIQ BULK TENKOZ I	16.1900 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	148.948 lb	1.00 qt/ac
FIXATE NONIONIC CONDAGENT 2.5G CHS INC	2.0890 gal		CHS	N/A	20.347 lb	0.13 qt/ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



Client: 702667
LUEKING JR, ESTATE OF OTTO E

HOLYOKE - Crop Production
22944 CO RD 41
HOLYOKE CO 80734
970-854-3554
3476200

Blend No: 0000017029
Batches: 2
Formula No: 0000017029
Date: 2024-10-21 10:13:14

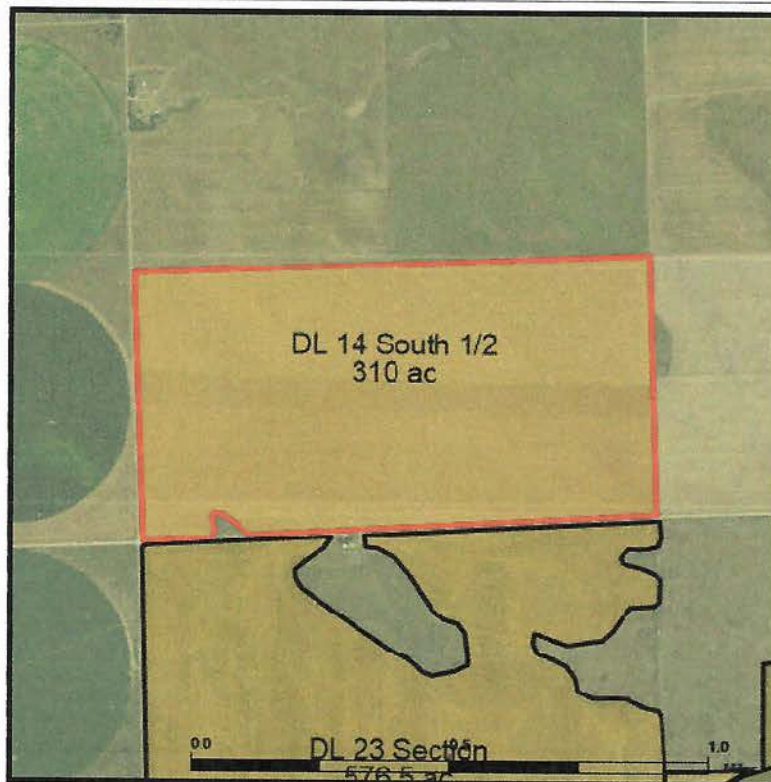
Farm: 901262
Field: DL 14 South 1/2
NA:
Crop: Chem Fallow
Legal: State: Colorado

Ordered: 0-0-0
Delivered: 0-0-0
Analysis: 0-0-0

County: Yuma Township: 5N Range / Section: 47W / 14

Item	Quantity	EPA#	Manufacturer	Target Pest	Weight	Rate
WATER LIQ BULK LBS	7.6942 ton				15,388.301 lb	5.95 gal / ac
SPRAYING	310.0000 ac				0.000 lb	0.00 / ac
AUTHORITY MTZ DF 12LB FMC CORP	232.5000 lb	279-3340	FMC Corporation	Amaranth or Pigweed family: Amaranthaceae	232.500 lb	12.00 oz / ac
RT 3 LIQ BULK BAYER CR	58.1250 gal	524-544	Bayer CropScience	Downy Brome -- Bromus tectorum	658.556 lb	24.00 fl oz / ac
ATRAZINE 4L LIQ BULK TENKOZ I	77.5000 gal	55467-13	Tenkoz Inc.	Kochia -- Kochia scoparia	713.000 lb	1.00 qt / ac
FIXATE NONIONIC COND AGENT 2.5G CHS INC	10.0000 gal		CHS	N/A	97.400 lb	0.13 qt / ac

Condition	Value
Application Date	
Start Time	
End Time	
Wind Direction	
Wind Velocity	mph
Temperature	F
Appl Direction	
Ground Speed	mph
Tip Type	
Tip Spacing	in
Tip Pressure	lb/in2
Tip Size	
Boom Height	in
Chemical Disposal	
Product Location	
Application Date	
Re-entry Interval	
Days To Harvest	
Rotation Mo: Corn	
: Sugarbeets	
: Dry Beans	
: Wheat	
: Sunflowers	
: Soybeans	



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County Assessor Cards for Improvements





Summary

Parcel Number	R516101
Account Number	R516101
Property Address	N/A
Brief Tax Description	30 5-N-46 N1/2, SE1/4
	(Note: Not to be used on legal documents)
Class	Agricultural
Neighborhood	10050
Tax District	District 72
Acres	480.89

Owner

LUEKING, OTTO E JR
C/O TAMMY CONOVER
6161 S SYRACUSE WAY STE 270
GREENWOOD VILLAGE, CO 80111

Valuation

	2025	2024	2023	2022	2021
Land Value	\$84,970	\$84,970	\$84,970	\$76,410	\$76,410
Building Value	\$8,077	\$8,026	\$8,026	\$5,850	\$5,850
Total Value	\$93,050	\$93,000	\$93,000	\$82,260	\$82,260
Assessed Land Value	\$22,440	\$22,440	\$22,440	\$20,170	\$22,160
Assessed Building Value	\$2,130	\$2,120	\$2,120	\$1,540	\$1,700
Total Assessed Value	\$24,570	\$24,560	\$24,560	\$21,710	\$23,860

Improvements

Occupancy	Farm Implement Equip Shed	Roof Type	Gable
Built As	Farm Implement Equip Shed	Roof Cover	Preformed Metal
Square Feet	3200	Foundation	
Year Built	1989	Tot # of Rooms	0
Adjusted Year Built	1989	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Fair	ExteriorWall	
Interior		Value	\$8,077
Stories	1		

Land

Description	Acres	Square Footage	Value
GRAZING LAND-AGRICULTURAL	215.89	9,404,168.40	\$10,020
DRY FARM LAND-AGRICLTRL	115	5,009,400.00	\$14,150
SPRINKLER IRRIG.LAND	150	6,534,000.00	\$60,800

Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
01/11/2024	\$0	LETTERS FROM COURT	00589027	-	Unqualified	Improved	LUEKING, OTTO E JR	CONOVER, TAMMY
04/29/2020	\$0	LETTERS FROM COURT	00581855	-	Unqualified	Improved	LUEKING, OTTO E JR	BARTLETT, IONA

No data available for the following modules: Recent Sales In Area.

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Summary

Parcel Number	R516065
Account Number	R516065
Property Address	14755 COUNTY ROAD 56 YUMA, CO 80759
Brief Tax Description	19 5-N-46 E1/2 (Note: Not to be used on legal documents)
Class	Agricultural
Neighborhood	10050
Tax District	District 73
Acres	320

Owner

LUEKING, OTTO E JR
C/O TAMMY CONOVER
6161 S SYRACUSE WAY STE 270
GREENWOOD VILLAGE, CO 80111

Valuation

	2025	2024	2023	2022	2021
Land Value	\$25,860	\$25,860	\$25,860	\$24,300	\$24,300
Building Value	\$217,289	\$224,954	\$224,954	\$172,545	\$172,545
Total Value	\$243,150	\$250,810	\$250,810	\$196,840	\$196,840
Assessed Land Value	\$6,820	\$6,820	\$6,820	\$6,410	\$7,050
Assessed Building Value	\$28,420	\$25,030	\$25,030	\$21,920	\$23,500
Total Assessed Value	\$35,240	\$31,850	\$31,850	\$28,330	\$30,550

Improvements

Occupancy	Single Family Residential on Ag
Built As	1 1/2 Story Fin
Square Feet	2888
Year Built	1906
Adjusted Year Built	1977
HVAC	Forced Air
Building Condition	Average
Building Quality	Average
Interior	Plaster
Stories	1.5

Roof Type	Gable
Roof Cover	Preformed Metal
Foundation	18 Concrete
Tot # of Rooms	1
Bed Rooms	0
Baths	1
Total Basement Area	0
ExteriorWall	Frame Stucco
Value	\$134,938

Occupancy	Detached Garage
Built As	Detached Garage
Square Feet	400
Year Built	1915
Adjusted Year Built	1950
HVAC	None
Building Condition	Average
Building Quality	Average
Interior	
Stories	1

Roof Type	Hip
Roof Cover	Preformed Metal
Foundation	18 Concrete
Tot # of Rooms	0
Bed Rooms	0
Baths	0
Total Basement Area	0
ExteriorWall	Frame Aluminum
Value	\$4,544

Occupancy	Commodity Storage Shed - Farm
Built As	Commodity Storage Shed - Farm
Square Feet	3200
Year Built	1940
Adjusted Year Built	1940
HVAC	
Building Condition	Average
Building Quality	Average
Interior	
Stories	1

Roof Type	Gable
Roof Cover	Preformed Metal
Foundation	
Tot # of Rooms	0
Bed Rooms	0
Baths	0
Total Basement Area	0
ExteriorWall	
Value	\$9,894

Occupancy	Barns (Two-Story)
Built As	Barns (Two-Story)
Square Feet	3952
Year Built	1960
Adjusted Year Built	1960
HVAC	
Building Condition	Average
Building Quality	Low

Roof Type	Gambrel
Roof Cover	Preformed Metal
Foundation	
Tot # of Rooms	0
Bed Rooms	0
Baths	0
Total Basement Area	0
ExteriorWall	

Interior Stories	1	Value	\$7,303
Occupancy	Farm Sun Shelters	Roof Type	Gable
Built As	Farm Sun Shelters	Roof Cover	Formed Seam Metal
Square Feet	1200	Foundation	
Year Built	1973	Tot # of Rooms	0
Adjusted Year Built	1973	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Fair	ExteriorWall	
Interior Stories	1	Value	\$1,430
Occupancy	Commodity Storage Shed - Farm	Roof Type	Gable
Built As	Commodity Storage Shed - Farm	Roof Cover	Preformed Metal
Square Feet	2046	Foundation	
Year Built	1948	Tot # of Rooms	0
Adjusted Year Built	1948	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior Stories	1	Value	\$6,416
Occupancy	Farm Utility Building	Roof Type	Gable
Built As	Shed - Utility	Roof Cover	Formed Seam Metal
Square Feet	864	Foundation	
Year Built	1930	Tot # of Rooms	0
Adjusted Year Built	1930	Bed Rooms	0
HVAC		Baths	0
Building Condition	Fair	Total Basement Area	0
Building Quality	Low	ExteriorWall	
Interior Stories	1	Value	\$2,210
Occupancy	Farm Utility Building	Roof Type	Gable
Built As	Shed - Utility	Roof Cover	Preformed Metal
Square Feet	252	Foundation	
Year Built	1935	Tot # of Rooms	0
Adjusted Year Built	1935	Bed Rooms	0
HVAC		Baths	0
Building Condition	Fair	Total Basement Area	0
Building Quality	Low	ExteriorWall	
Interior Stories	1	Value	\$64
Occupancy	Farm Utility Building	Roof Type	Shed
Built As	Shed - Utility	Roof Cover	Preformed Metal
Square Feet	160	Foundation	
Year Built	1927	Tot # of Rooms	0
Adjusted Year Built	1927	Bed Rooms	0
HVAC		Baths	0
Building Condition	Fair	Total Basement Area	0
Building Quality	Low	ExteriorWall	
Interior Stories	1	Value	\$420
Occupancy	Farm Implement-Equip Shop	Roof Type	Gable
Built As	Farm Implement-Equip Shop	Roof Cover	Preformed Metal
Square Feet	1575	Foundation	
Year Built	2004	Tot # of Rooms	0
Adjusted Year Built	2004	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior Stories	1	Value	\$6,552

Occupancy	Commodity Storage Shed - Farm	Roof Type	Gable
Built As	Commodity Storage Shed - Farm	Roof Cover	Preformed Metal
Square Feet	120	Foundation	
Year Built	2009	Tot # of Rooms	0
Adjusted Year Built	2009	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$667
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$618
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$975
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$10,680
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$7,538
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$17,223
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0

Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior Stories	1	Value	\$4,370

Occupancy	Commodity Storage Shed - Farm	Roof Type	Gable
Built As	Commodity Storage Shed - Farm	Roof Cover	Preformed Metal
Square Feet	120	Foundation	
Year Built	2015	Tot # of Rooms	0
Adjusted Year Built	2015	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior Stories	1	Value	\$1,239

Occupancy	Farm Utility Building	Roof Type	Gable
Built As	Shed - Utility	Roof Cover	Formed Seam Metal
Square Feet	200	Foundation	
Year Built	2020	Tot # of Rooms	0
Adjusted Year Built	2020	Bed Rooms	0
HVAC		Baths	0
Building Condition	Fair	Total Basement Area	0
Building Quality	Low	ExteriorWall	
Interior Stories	1	Value	\$207

Land

Description	Acres	Square Footage	Value
DRY FARM LAND-AGRICLTR	114	4,965,840.00	\$16,300
GRAZING LAND-AGRICULTURAL	206	8,973,360.00	\$9,560

Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
01/11/2024	\$0	LETTERS FROM COURT	00589027	-	Unqualified	Improved	LUEKING, OTTO E JR	CONOVER, TAMMY
04/29/2020	\$0	LETTERS FROM COURT	00581855	-	Unqualified	Improved	LUEKING, OTTO E JR	BARTLETT, IONA

No data available for the following modules: Recent Sales In Area.

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 **SCHNEIDER**
 GEOSPATIAL



Summary

Parcel Number	R517073
Account Number	R517073
Property Address	11955 COUNTY ROAD 56 YUMA, CO 80759
Brief Tax Description	22 5-N-47 SE1/4 (Note: Not to be used on legal documents)
Class	Agricultural
Neighborhood	10040
Tax District	District 68
Acres	160

Owner

LUEKING, OTTO E JR
C/O TAMMY CONOVER
6161 S SYRACUSE WAY STE 270
GREENWOOD VILLAGE, CO 80111

Valuation

	2025	2024	2023	2022	2021
Land Value	\$19,690	\$19,690	\$19,690	\$18,400	\$18,400
Building Value	\$19,393	\$19,150	\$19,150	\$14,026	\$14,026
Total Value	\$39,080	\$38,840	\$38,840	\$32,430	\$32,430
Assessed Land Value	\$5,200	\$5,200	\$5,200	\$4,860	\$5,340
Assessed Building Value	\$5,120	\$5,060	\$5,060	\$3,700	\$4,070
Total Assessed Value	\$10,320	\$10,260	\$10,260	\$8,560	\$9,410

Improvements

Occupancy	Farm Implement-Equip Shop	Roof Type	Gable
Built As	Farm Implement-Equip Shop	Roof Cover	Preformed Metal
Square Feet	3360	Foundation	
Year Built	1978	Tot # of Rooms	0
Adjusted Year Built	1978	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$12,687
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$3,986
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$2,720
Stories	1		

Land

Description	Acres	Square Footage	Value
DRY FARM LAND-AGRICLTR	160	6,969,600.00	\$19,690



Summary

Parcel Number	R517090
Account Number	R517090
Property Address	11132 COUNTY ROAD 56 YUMA, CO 80759
Brief Tax Description	27 5-N-47 NW1/4 (Note: Not to be used on legal documents)
Class	Agricultural
Neighborhood	10040
Tax District	District 60
Acres	160

Owner

LUEKING, OTTO E JR
C/O TAMMY CONOVER
6161 S SYRACUSE WAY STE 270
GREENWOOD VILLAGE, CO 80111

Valuation

	2025	2024	2023	2022	2021
Land Value	\$49,570	\$34,570	\$34,570	\$33,290	\$33,290
Building Value	\$301,416	\$277,550	\$277,550	\$237,975	\$237,975
Total Value	\$350,990	\$312,120	\$312,120	\$271,270	\$271,270
Assessed Land Value	\$7,180	\$5,980	\$5,980	\$5,870	\$6,370
Assessed Building Value	\$22,190	\$17,080	\$17,080	\$18,520	\$19,240
Total Assessed Value	\$29,370	\$23,060	\$23,060	\$24,390	\$25,610

Improvements

Occupancy	Single Family Residential on Ag	Roof Type	Gable
Built As	Ranch 1 Story	Roof Cover	Composition Shingle
Square Feet	1798	Foundation	18 Concrete
Year Built	2007	Tot # of Rooms	0
Adjusted Year Built	2007	Bed Rooms	0
HVAC	Forced Air	Baths	2
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	Frame Siding
Interior	Drywall	Value	\$287,352
Stories	1		

Occupancy	Arch-Rib Quonset Utility	Roof Type	Gable
Built As	Arch-Rib Quonset Utility	Roof Cover	Preformed Metal
Square Feet	2356	Foundation	
Year Built	1976	Tot # of Rooms	0
Adjusted Year Built	1976	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Fair	ExteriorWall	
Interior		Value	\$7,916
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$136
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	

Interior Stories	1	Value	\$4,652
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Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior Stories	1	Value	\$1,360

Land

Description	Acres	Square Footage	Value
Not Integral to Ag Operation Land	1	43,560.00	\$30,000
DRY FARM LAND-AGRICLTRL	159	6,926,040.00	\$19,570

Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
01/11/2024	\$0	LETTERS FROM COURT	00589027	-	Unqualified	Improved	LUEKING, OTTO E JR	CONOVER, TAMMY
04/29/2020	\$0	LETTERS FROM COURT	00581855	-	Unqualified	Improved	LUEKING, OTTO E JR	BARTLETT, IONA

No data available for the following modules: Recent Sales In Area.

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 GEOSPATIAL



Summary

Parcel Number	R517092
Account Number	R517092
Property Address	N/A
Brief Tax Description	28 5-N-47 TR IN NE4 BEG AT NE COR NE4, THN N 89 deg 48'15W 592.3', THN S 00 deg 00'35W 135.4', THN S 40 deg 23'09E 914.2', THN N 00 deg 00'00W 829.7' TO
	(Note: Not to be used on legal documents)
Class	Agricultural
Neighborhood	10040
Tax District	District 60
Acres	6.6

Owner

LUEKING, OTTO E JR
C/O TAMMY CONOVER
6161 S SYRACUSE WAY STE 270
GREENWOOD VILLAGE, CO 80111

Valuation

	2025	2024	2023	2022	2021
Land Value	\$370	\$370	\$370	\$360	\$360
Building Value	\$24,857	\$24,597	\$24,597	\$18,019	\$18,019
Total Value	\$25,230	\$24,970	\$24,970	\$18,380	\$18,380
Assessed Land Value	\$100	\$100	\$100	\$100	\$100
Assessed Building Value	\$6,560	\$6,490	\$6,490	\$4,760	\$5,230
Total Assessed Value	\$6,660	\$6,590	\$6,590	\$4,860	\$5,330

Improvements

Occupancy	Farm Implement-Equip Shop	Roof Type	Gable
Built As	Farm Implement-Equip Shop	Roof Cover	Preformed Metal
Square Feet	5000	Foundation	
Year Built	1977	Tot # of Rooms	0
Adjusted Year Built	1977	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$19,710
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$4,875
Stories	1		

Occupancy	Out Building Shell Structure	Roof Type	
Built As	Out Building Shell Structure *CODE	Roof Cover	
Square Feet	1	Foundation	
Year Built	0	Tot # of Rooms	0
Adjusted Year Built	0	Bed Rooms	0
HVAC		Baths	0
Building Condition	Average	Total Basement Area	0
Building Quality	Average	ExteriorWall	
Interior		Value	\$272
Stories	1		

Land

Description	Acres	Square Footage	Value
GRAZING LAND-AGRICULTURAL	6.6	287,496.00	\$370

**YUMA COUNTY ASSESSOR
IMPROVEMENT DESCRIPTIONS**

ASSESSOR PARCEL ID: R516065

PARCEL: #5A

UNINHABITABLE House-2,888 sq ft (main floor), 1 bath; unfinished basement 988 sq ft, built 1906, remodeled 1977; detached garage 400 sq ft, 20 x 20, built 1915

Utility building 3,200 sq ft, 80 x 40 built 1940

Barn/Utility shed 3,952 sq ft, built 1960

Open front shed, 1,200 sq ft, 60 x 20, built 1973

Utility building, 2,046 sq ft, 66 x 31, built 1943

Utility shed, 864 sq ft, 48 x 18, built 1930

Utility shed, 252 sq ft, 18 x 14, built 1935

Utility shed, 160 sq ft, 20 x 8, built 1927

Metal building, 1,575 sq ft, 45 x 35, built 2004

Utility building, 120 sq ft, 12 x 10, built 2009

18 ft Bin w/flat floor, 1,000 bu

Hopper Bin, 600 bu

2 – 27 ft Bins w/flat floor, 10,000 bu each

36 ft Bin w/flat floor, 14,724 bu

2 – 36 ft Bins w/pit, 22,904 bu each

Concrete slab/silage pit, 3,800 sq ft

Utility building, 120 sq ft, 12 x 10, built 2015

Utility shed, 200 sq ft, 20 x 10, built 2020

ASSESSOR PARCEL ID: R516101

PARCEL: #5B

Metal building, 3,200 sq ft, 80 x 40, built 1989

ASSESSOR PARCEL ID: R517074

PARCEL: #9A

House-1,392 sq ft, built 1910, remodeled 1969; detached garage 264 sq ft, 22 x 12, built 1910; detached garage 840 sq ft, 40 x 21, built 1910

ASSESSOR PARCEL ID: R517073

PARCEL: #10

Metal building, 3,360 sq ft, 70 x 48, built 1978

30 ft Bin w/pit, 10,220 bu

2 - 18 ft Bins w/flat floor, 220 bu each

ASSESSOR PARCEL ID: R517090

PARCEL: #13

House-1,798 sq ft (main floor); unfinished basement 1,798 sq ft, built 2007; attached garage, 720 sq ft;

Quonset 2,356 sq ft, 62 x 38, built 1976

2 - 18 ft Bins w/flat floor, 2,200 bu each

30 ft Bin w/pit, 11928 bu

ASSESSOR PARCEL ID: R517092

PARCEL: #14

Metal building, 5,000 sq ft, 100 x 50; built 1977

30 ft Bin w/pit, 12,500 bu

2 - 18 ft Bins w/flat floor, 2,200 bu each

Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-8-24) (Mandatory 8-24)

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. _____ (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____.

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

2.3. Seller. _____ (Seller) is the current owner of the Property described below.

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

known as: _____
Street Address City State Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

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

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

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

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

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

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water); § 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 executing the applicable legal instrument at Closing.

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

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

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113
114
115

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

117 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	
5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	

40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a _____, will be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado

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

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

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

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

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

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

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

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

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

4.5. New Loan. (Omitted as inapplicable)

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

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

4.5.3. ~~Loan Limitations.~~ Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

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

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

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

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

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

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

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

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

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

TRANSACTION PROVISIONS

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

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

5.2. New Loan Terms; New Loan Availability.

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

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

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

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

6. APPRAISAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

319 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
320 Association's community association manager or Association will charge in connection with the Closing including, but not limited
321 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
322 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
323 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
324 7.3.5., collectively, Financial Documents);

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

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

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

340 8.1. Evidence of Record Title. [See Due Diligence Packet](#)

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

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

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

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

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

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

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

required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

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

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

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

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

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

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the

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

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~
446 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~
447 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~
448 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~
449 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~
450 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~
451 ~~**GAS OR WATER.**~~

452 ~~**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**~~
453 ~~**ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**~~
454 ~~**MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**~~
455 ~~**RECORDER.**~~

456 ~~**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**~~
457 ~~**TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**~~
458 ~~**OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**~~
459 ~~**OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**~~

460 ~~**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**~~
461 ~~**INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**~~
462 ~~**DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**~~
463 ~~**AND GAS CONSERVATION COMMISSION.**~~

464 ~~**8.8.5. Title Insurance Exclusions.**~~ Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the ~~Mineral Rights Examination Deadline~~.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ ~~New Improvement Location Certificate (New ILC)~~; or, (2)
470 ☐ ~~New Survey~~ in the form of _____; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ ~~Seller~~ ☐ ~~Buyer~~ will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: ☐ ~~Seller~~ ☐ ~~Buyer~~ or:

476
477
478
479 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
480 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before ~~New~~
481 ~~ILC or New Survey Deadline~~.

482 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
483 all those who are to receive the New ILC or New Survey.

484 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
485 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New~~
486 ~~Survey Objection Deadline~~. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
487 Seller incurring any cost for the same.

488 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
489 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
490 Buyer may, on or before ~~New ILC or New Survey Objection Deadline~~, notwithstanding § 8.3. or § 13:

491 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

492 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
493 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

494 **9.3.3. New ILC or New Survey Resolution.** If a ~~New ILC or New Survey Objection~~ is received by Seller, on or
495 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on
496 or before ~~New ILC or New Survey Resolution Deadline~~, this Contract will terminate on expiration of the ~~New ILC or New Survey~~
497 ~~Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
498 termination (i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline~~).

499

DISCLOSURE, INSPECTION AND DUE DILIGENCE

500 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
501 **WATER.**

502 **10.1. Seller's Property Disclosure.** On or before ~~Seller's Property Disclosure Deadline~~, Seller agrees to deliver to Buyer
503 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
504 to Seller's actual knowledge and current as of the date of this Contract.

505 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
506 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
507 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
508 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
509 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
510 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

511 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
512 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
513 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
514 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
515 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
516 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
517 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
518 sole subjective discretion, Buyer may:

519 **10.3.1. Inspection Termination.** On or before the ~~Inspection Termination Deadline~~, notify Seller in writing,
520 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
521 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
522 pursuant to § 10.3.2.; or

523 **10.3.2. Inspection Objection.** On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written
524 description of any unsatisfactory condition that Buyer requires Seller to correct.

525 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before ~~Inspection Objection~~
526 ~~Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~,
527 this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Inspection
528 Objection before such termination (i.e., on or before expiration of ~~Inspection Resolution Deadline~~). Nothing in this provision
529 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
530 executing an Earnest Money Release.

531 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
532 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
533 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
534 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
535 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
536 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
537 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
538 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
539 pursuant to an Inspection Resolution.

540 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before ~~Property Insurance Termination~~
541 ~~Deadline~~, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
542 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

543 **10.6. Due Diligence.**

544 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
545 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before ~~Due Diligence Documents Delivery~~
546 ~~Deadline~~:

547 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
548 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
549 are as follows (Leases):

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

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

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

10.6.1.5. Septic Use Permit.

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

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

☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

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

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

☐ **10.6.1.6.5.** Operating statements for the past _____ years;

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

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

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ____ years;

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

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

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

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

☐ **10.6.1.6.13.** Other:

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

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

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

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

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

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

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

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

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

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

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

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

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

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

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

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

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

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

666 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
667 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
668 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
669 demising the premises it describes.
670 11.2. ~~Seller Estoppel Statement.~~ In the event Seller does not receive from all tenants of the Property a completed signed
671 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
672 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

673 11.3. ~~Estoppel Statements Termination.~~ Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
674 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
675 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
676 waive any unsatisfactory Estoppel Statement.

677

CLOSING PROVISIONS

678 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

679 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
680 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
681 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
682 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
683 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
684 Seller will sign and complete all customary or reasonably required documents at or before Closing.

685 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☐ **Are Not** executed with
686 this Contract.

687 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
688 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
689 Property. The hour and place of Closing will be as designated by _____.

690 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
691 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

692 12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
693 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
694 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

706 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND 707 WITHHOLDING.

708 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
709 to be paid at Closing, except as otherwise provided herein.

710 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
711 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

712 15.3. ~~Association Fees and Required Disbursements.~~ At least fourteen days prior to **Closing Date**, Seller agrees to
713 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
714 associated with or specified in the Status Letter will be paid as follows:

715 15.3.1. ~~Status Letter Fee.~~ Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

716 15.3.2. ~~Record Change Fee.~~ Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
717 **and One-Half by Seller** ☐ **N/A**.

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

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

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

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

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

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

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

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

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet

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

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

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

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

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

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

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. [As stated in Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated & Printed: April 4, 2025.](#)

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2: (If Seller is in Default), for payment of \$ _____ per day (or any part of a day

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

777

GENERAL PROVISIONS

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

781 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
782 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
783 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
784 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
785 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
786 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
787 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
788 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
789 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
790 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
791 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
792 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
793 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

794 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
795 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
796 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
797 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
798 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
799 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
800 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
801 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
802 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
803 Closing.

804 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~
805 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~
806 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~
807 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~
808 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~
809 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

810 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
811 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

812 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
813 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
814 the growing crops.

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

822
823 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
824 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
825 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
826 has the following remedies:

827 **20.1. If Buyer is in Default:**

828 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
829 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the

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

832 ~~**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may~~
833 ~~cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that~~
834 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~
835 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~
836 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

837 **20.2. If Seller is in Default:**

838 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
839 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
840 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
841 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
842 or damages, or both.

843 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
844 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
845 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
846 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
847 Contract are reserved and survive Closing.

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

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

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

871 **24. TERMINATION.**

872 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
873 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
874 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
875 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
876 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
877 in the Contract is ineffective and does not terminate this Contract.

878 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
879 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

880 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
881 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
882 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
883 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or

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

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

887 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
888 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
889 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
890 must be received by the party, not Broker or Brokerage Firm).

891 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
892 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
893 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
894 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

895 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
896 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
897 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

898 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
899 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
900 located in Colorado.

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

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

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

912 ☐ **29.1.** _____% of the Purchase Price or \$_____ by Seller. ~~Buyer's brokerage firm is an intended third party~~
913 ~~beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is~~
914 ~~paying on behalf of Buyer elsewhere in this Contract.~~

915 ☐ **29.2.** _____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
916 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

917 ☐ **29.3.** _____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
918 Seller's brokerage firm.

919

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

920 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
921 Commission.)
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923
924
925
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932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

934
935
936
937
938
939 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

940
941
942

943

944

SIGNATURES

945

Buyer's Name: _____ Buyer's Name: _____

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

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

Seller's Name: _____ Seller's Name: _____

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

947

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

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.:

Fax No.:

Email Address:

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Reck Agri Realty & Auction auction for the Seller and held April 15, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025, the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025, as modified by taped oral statements at the auction shall control.

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

30-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025, and heard, understood and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Otto E Lueking Jr Estate Land Auction Due Diligence Packet Updated and Printed: April 4, 2025. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

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.

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

_____.

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

☐ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

☐ **Customer.** Broker is the ☐ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

☐ **Customer for Broker's Listings – Transaction Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

☐ **Transaction Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS BROKERAGE DISCLOSURE TO BUYER IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND COUNSEL BEFORE SIGNING.

**SELLER'S PROPERTY DISCLOSURE
(RESIDENTIAL)**

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: April 15, 2025

Property: 12388 County Road 57, Yuma, CO 80759

Seller: Otto E Lueking, Jr. Estate

Year Built: 1969

Year Seller Acquired Property: _____

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Structural	<input type="checkbox"/>	
2	Moisture and/or water	<input type="checkbox"/>	
3	Damage due to termites, other insects, birds, animals, or rodents	<input type="checkbox"/>	
4	Damage due to hail, wind, fire, flood, or other natural causes	<input type="checkbox"/>	
5	Cracks, heaving or settling	<input type="checkbox"/>	
6	Exterior wall or window	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	
8	Subfloors	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

B.	ROOF If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Roof leak	<input type="checkbox"/>	
2	Damage to roof	<input type="checkbox"/>	
3	Skylight	<input type="checkbox"/>	
4	Gutter or downspout	<input type="checkbox"/>	
5	Other roof problems, issues or concerns	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	
9	Roof work done while under current roof warranty	<input type="checkbox"/>	
10	Roof material: _____ Age: _____	<input type="checkbox"/>	
11		<input type="checkbox"/>	

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	<input type="checkbox"/>		
2	Clothes dryer	<input type="checkbox"/>		
3	Clothes washer	<input type="checkbox"/>		
4	Dishwasher	<input type="checkbox"/>		
5	Disposal	<input type="checkbox"/>		
6	Freezer	<input type="checkbox"/>		
7	Gas grill	<input type="checkbox"/>		
8	Hood	<input type="checkbox"/>		
9	Microwave oven	<input type="checkbox"/>		
10	Oven	<input type="checkbox"/>		
11	Range	<input type="checkbox"/>		
12	Refrigerator	<input type="checkbox"/>		
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Lease	<input type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Lease	<input type="checkbox"/>		
15	Trash compactor	<input type="checkbox"/>		
16		<input type="checkbox"/>		
17		<input type="checkbox"/>		

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
4	Light fixtures	<input type="checkbox"/>		
5	Switches & outlets	<input type="checkbox"/>		
6	Telecommunications (T1, fiber, cable, satellite)	<input type="checkbox"/>		



7	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
8	Ceiling fans	<input type="checkbox"/>		
9	Garage door opener and remote control # of remote/openers: _____	<input type="checkbox"/>		
10	Intercom/doorbell	<input type="checkbox"/>		
11	In-wall speakers	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:				
14	Electrical Service	<input type="checkbox"/>		
15	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Electric Wiring or Panel	<input type="checkbox"/>		
18		<input type="checkbox"/>		
19		<input type="checkbox"/>		
ELECTRICAL & TELECOMMUNICATIONS - Other Information: Do you know of the following on the Property:				
20	220 volt service	<input type="checkbox"/>		
21	Electrical Service: Amps _____	<input type="checkbox"/>		
22	Landscape lighting	<input type="checkbox"/>		
23	Electric Provider: _____	<input type="checkbox"/>		
24	Cable/TV provider _____	<input type="checkbox"/>		
25	Seller's Internet Provider _____	<input type="checkbox"/>		
26		<input type="checkbox"/>		

E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	<input type="checkbox"/>		
2	Entry gate system	<input type="checkbox"/>		
3	Elevator	<input type="checkbox"/>		
4	Sump pump(s): # of _____	<input type="checkbox"/>		
5	Recycle pump	<input type="checkbox"/>		
6		<input type="checkbox"/>		
7		<input type="checkbox"/>		

F.	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	<input type="checkbox"/>		
2	Evaporative cooler	<input type="checkbox"/>		
3	Window air conditioning units	<input type="checkbox"/>		
4	Central air conditioning	<input type="checkbox"/>		

5	Attic/whole house fan	<input type="checkbox"/>		
6	Vent fans	<input type="checkbox"/>		
7	Humidifier	<input type="checkbox"/>		
8	Air purifier	<input type="checkbox"/>		
9	Fireplace	<input type="checkbox"/>		
10	Fireplace insert	<input type="checkbox"/>		
11	Heating Stove	<input type="checkbox"/>		
12	Fuel tanks	<input type="checkbox"/>		
13		<input type="checkbox"/>		
14		<input type="checkbox"/>		
	VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:			
15	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	<input type="checkbox"/>		
16	Fireplace: Type _____ Fuel _____	<input type="checkbox"/>		
17	Heating Stove: Type _____ Fuel _____	<input type="checkbox"/>		
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know	<input type="checkbox"/>		
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____	<input type="checkbox"/>		
21	Fuel Provider: _____	<input type="checkbox"/>		
22		<input type="checkbox"/>		

G.	WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Water heater(s)	<input type="checkbox"/>		
2	Water filter system	<input type="checkbox"/>		
3	Water softener	<input type="checkbox"/>		
4	Water system pump	<input type="checkbox"/>		
5	Sauna	<input type="checkbox"/>		
6	Hot tub or spa	<input type="checkbox"/>		
7	Steam room/shower	<input type="checkbox"/>		
8	Underground sprinkler system	<input type="checkbox"/>		
9	Fire sprinkler system	<input type="checkbox"/>		
10	Backflow prevention device	<input type="checkbox"/>		
11	Irrigation pump	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)	<input type="checkbox"/>		
15	Well	<input type="checkbox"/>		

16	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	WATER – Other Information: Do you know of the following on the Property:				
20	Water heater: Number of _____ Fuel type _____ Capacity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Master Water Shutoff Location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Well metered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Well Pump: Date of last inspection _____ Date of last service _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Galvanized pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Polybutylene pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28	Well Pump - _____ GPM _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Cistern water storage _____ gallons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Supplemental water purchased in past 2 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:			
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____ SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.			

I.	SEWER If you know of any problems EVER EXISTING with the following, check the "Yes" column	Yes	Comments
1	Sewage system (including sewer lines)	<input type="checkbox"/>	
2	Lift station (sewage ejector pump)	<input type="checkbox"/>	
3		<input type="checkbox"/>	
4		<input type="checkbox"/>	
	SEWER – Other Information: Do you know of the following on the Property:		

5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon	<input type="checkbox"/>	
6	Sewer service provider: _____	<input type="checkbox"/>	
7	Sewer line scoped? Date: _____	<input type="checkbox"/>	
8	If a septic system, date latest Individual Use Permit issued: _____	<input type="checkbox"/>	
9	If a septic system, date of latest inspection: _____	<input type="checkbox"/>	
10	If a septic system, date of latest pumping: _____	<input type="checkbox"/>	
11	Gray water storage/use	<input type="checkbox"/>	
12		<input type="checkbox"/>	

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage	<input type="checkbox"/>	
2		<input type="checkbox"/>	
3		<input type="checkbox"/>	
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds	<input type="checkbox"/>	
5		<input type="checkbox"/>	

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	<input type="checkbox"/>	
2	Stains on carpet	<input type="checkbox"/>	
3	Floors	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	<input type="checkbox"/>	
2	Notice or threat of condemnation proceedings	<input type="checkbox"/>	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	<input type="checkbox"/>	

4	Notice of zoning action related to the Property	<input type="checkbox"/>	
5	Building code, city, or county violations	<input type="checkbox"/>	
6	Violation of restrictive covenants or owners' association rules or regulations	<input type="checkbox"/>	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made with a Building Permit	<input type="checkbox"/>	
9	Any additions or non-aesthetic alterations made without a Building Permit	<input type="checkbox"/>	
10	Other legal action	<input type="checkbox"/>	
11	Any part of the Property leased to others (written or oral)	<input type="checkbox"/>	
12	Used for short-term rentals in the past year	<input type="checkbox"/>	
13	Grandfathered conditions or uses	<input type="checkbox"/>	
14		<input type="checkbox"/>	
15		<input type="checkbox"/>	

M.	ACCESS & PARKING	Yes	Comments
	If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		
1	Any access problems, issues or concerns	<input type="checkbox"/>	
2	Roads, trails, paths, or driveways through the Property used by others	<input type="checkbox"/>	
3	Public highway or county road bordering the Property	<input type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	<input type="checkbox"/>	
5	Encroachments, boundary disputes, or unrecorded easements	<input type="checkbox"/>	
6	Shared or common areas with adjoining properties	<input type="checkbox"/>	
7	Requirements for curb, gravel/paving, landscaping	<input type="checkbox"/>	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

N.	ENVIRONMENTAL CONDITIONS	Yes	Comments
	If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products	<input type="checkbox"/>	
2	Underground storage tanks	<input type="checkbox"/>	
3	Aboveground storage tanks	<input type="checkbox"/>	
4	Underground transmission lines	<input type="checkbox"/>	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	<input type="checkbox"/>	
6	Monitoring wells or test equipment	<input type="checkbox"/>	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	<input type="checkbox"/>	

8	Mine shafts, tunnels, or abandoned wells on the Property	<input type="checkbox"/>	
9	Within a governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
10	Within a governmentally designated floodplain or wetland area	<input type="checkbox"/>	
11	Dead, diseased, or infested trees or shrubs	<input type="checkbox"/>	
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	<input type="checkbox"/>	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	<input type="checkbox"/>	
15	Animals kept in the residence	<input type="checkbox"/>	
16	Other environmental problems, issues or concerns	<input type="checkbox"/>	
17	Odors	<input type="checkbox"/>	
18		<input type="checkbox"/>	
19		<input type="checkbox"/>	

O. RADON	If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	<input type="checkbox"/>	
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.	<input type="checkbox"/>	
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

P. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY	If you know of any of the following NOW EXISTING, check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association.	<input type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented	<input type="checkbox"/>	
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	<input type="checkbox"/>	
	COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY		
	If you know of any of the following EVER EXISTED, check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	<input type="checkbox"/>	
5		<input type="checkbox"/>	
6		<input type="checkbox"/>	

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: _____	<input type="checkbox"/>	
8	Owner's Association #2: _____	<input type="checkbox"/>	
9	Owner's Association #3: _____	<input type="checkbox"/>	
10	Owner's Association #4: _____	<input type="checkbox"/>	

Q.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property	<input type="checkbox"/>	
2	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards	<input type="checkbox"/>	
5	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	<input type="checkbox"/>	
8	Property is located in a historic district	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	
	GENERAL – Other Information:		
11	Location of Mailbox and No. _____	<input type="checkbox"/>	
12		<input type="checkbox"/>	

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advised. This SPD is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

Seller Date

Seller Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.

6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer receipts for a copy of this SPD.

Buyer Date

Buyer Date

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

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

12388 County Road 57	Yuma	CO	80759
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):
☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Seller Date

Buyer Date

Seller Date

Buyer Date

Real Estate Licensee (Listing) Date

Real Estate Licensee (Selling) Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-6-23) (Available 8-23, Mandatory 1-24)

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

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability.** If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: April 15, 2025

Property: 11132 County Road 56, Yuma, CO

Seller: Otto E Lueking Jr. Estate

Year Built: 2007

Year Seller Acquired Property: _____

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Structural	<input type="checkbox"/>	
2	Moisture and/or water	<input type="checkbox"/>	
3	Damage due to termites, other insects, birds, animals, or rodents	<input type="checkbox"/>	
4	Damage due to hail, wind, fire, flood, or other casualty	<input type="checkbox"/>	
5	Cracks, heaving or settling	<input type="checkbox"/>	
6	Exterior wall or window	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	
8	Subfloors	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

B.	ROOF If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Roof leak	<input type="checkbox"/>	
2	Damage to roof	<input type="checkbox"/>	
3	Skylight	<input type="checkbox"/>	
4	Gutter or downspout	<input type="checkbox"/>	
5	Other roof problems, issues or concerns	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	
9	Roof work done while under current roof warranty	<input type="checkbox"/>	
10	Roof material: _____ Age: _____	<input type="checkbox"/>	
11		<input type="checkbox"/>	

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	<input type="checkbox"/>		
2	Clothes dryer	<input type="checkbox"/>		
3	Clothes washer	<input type="checkbox"/>		
4	Dishwasher	<input type="checkbox"/>		
5	Disposal	<input type="checkbox"/>		
6	Freezer	<input type="checkbox"/>		
7	Gas grill	<input type="checkbox"/>		
8	Hood	<input type="checkbox"/>		
9	Microwave oven	<input type="checkbox"/>		
10	Oven	<input type="checkbox"/>		
11	Range	<input type="checkbox"/>		
12	Refrigerator	<input type="checkbox"/>		
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
15	Trash compactor	<input type="checkbox"/>		
16		<input type="checkbox"/>		
17		<input type="checkbox"/>		

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
4	Light fixtures	<input type="checkbox"/>		
5	Switches & outlets	<input type="checkbox"/>		
6	Telecommunications (T1, fiber, cable, satellite)	<input type="checkbox"/>		



7	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
8	Ceiling fans	<input type="checkbox"/>		
9	Garage door opener and remote control # of remote/openers: _____	<input type="checkbox"/>		
10	Intercom/doorbell	<input type="checkbox"/>		
11	In-wall speakers	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:				
14	Electrical Service	<input type="checkbox"/>		
15	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Electric Wiring or Panel	<input type="checkbox"/>		
18		<input type="checkbox"/>		
19		<input type="checkbox"/>		
ELECTRICAL & TELECOMMUNICATIONS - Other Information: Do you know of the following on the Property:				
20	220 volt service	<input type="checkbox"/>		
21	Electrical Service: Amps _____	<input type="checkbox"/>		
22	Landscape lighting	<input type="checkbox"/>		
23	Electric Provider: _____	<input type="checkbox"/>		
24	Cable/TV provider _____	<input type="checkbox"/>		
25	Seller's Internet Provider _____	<input type="checkbox"/>		
26		<input type="checkbox"/>		

E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	<input type="checkbox"/>		
2	Entry gate system	<input type="checkbox"/>		
3	Elevator	<input type="checkbox"/>		
4	Sump pump(s): # of _____	<input type="checkbox"/>		
5	Recycle pump	<input type="checkbox"/>		
6		<input type="checkbox"/>		
7		<input type="checkbox"/>		

F.	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	<input type="checkbox"/>		
2	Evaporative cooler	<input type="checkbox"/>		
3	Window air conditioning units	<input type="checkbox"/>		
4	Central air conditioning	<input type="checkbox"/>		

5	Attic/whole house fan	<input type="checkbox"/>		
6	Vent fans	<input type="checkbox"/>		
7	Humidifier	<input type="checkbox"/>		
8	Air purifier	<input type="checkbox"/>		
9	Fireplace	<input type="checkbox"/>		
10	Fireplace insert	<input type="checkbox"/>		
11	Heating Stove	<input type="checkbox"/>		
12	Fuel tanks	<input type="checkbox"/>		
13		<input type="checkbox"/>		
14		<input type="checkbox"/>		
	VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:			
15	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	<input type="checkbox"/>		
16	Fireplace: Type _____ Fuel _____	<input type="checkbox"/>		
17	Heating Stove: Type _____ Fuel _____	<input type="checkbox"/>		
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know	<input type="checkbox"/>		
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____	<input type="checkbox"/>		
21	Fuel Provider: _____	<input type="checkbox"/>		
22		<input type="checkbox"/>		

G.	WATER	Yes	Age If Known	Comments
1	Water heater(s)	<input type="checkbox"/>		
2	Water filter system	<input type="checkbox"/>		
3	Water softener	<input type="checkbox"/>		
4	Water system pump	<input type="checkbox"/>		
5	Sauna	<input type="checkbox"/>		
6	Hot tub or spa	<input type="checkbox"/>		
7	Steam room/shower	<input type="checkbox"/>		
8	Underground sprinkler system	<input type="checkbox"/>		
9	Fire sprinkler system	<input type="checkbox"/>		
10	Backflow prevention device	<input type="checkbox"/>		
11	Irrigation pump	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)	<input type="checkbox"/>		
15	Well	<input type="checkbox"/>		

16	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Irrigation system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	WATER – Other Information: Do you know of the following on the Property:				
20	Water heater: Number of _____ Fuel type _____ Capacity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Master Water Shutoff Location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Well metered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Well Pump: Date of last inspection _____ Date of last service _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Galvanized pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Polybutylene pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28	Well Pump - _____ GPM _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Cistern water storage _____ gallons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Supplemental water purchased in past 2 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:			
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____ SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.			

I.	SEWER If you know of any problems EVER EXISTING with the following, check the "Yes" column	Yes	Comments
1	Sewage system (including sewer lines)	<input type="checkbox"/>	
2	Lift station (sewage ejector pump)	<input type="checkbox"/>	
3		<input type="checkbox"/>	
4		<input type="checkbox"/>	
	SEWER – Other Information: Do you know of the following on the Property:		

5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon	<input type="checkbox"/>	
6	Sewer service provider: _____	<input type="checkbox"/>	
7	Sewer line scoped? Date: _____	<input type="checkbox"/>	
8	If a septic system, date latest Individual Use Permit issued: _____	<input type="checkbox"/>	
9	If a septic system, date of latest inspection: _____	<input type="checkbox"/>	
10	If a septic system, date of latest pumping: _____	<input type="checkbox"/>	
11	Gray water storage/use	<input type="checkbox"/>	
12		<input type="checkbox"/>	

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage	<input type="checkbox"/>	
2		<input type="checkbox"/>	
3		<input type="checkbox"/>	
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds	<input type="checkbox"/>	
5		<input type="checkbox"/>	

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	<input type="checkbox"/>	
2	Stains on carpet	<input type="checkbox"/>	
3	Floors	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	<input type="checkbox"/>	
2	Notice or threat of condemnation proceedings	<input type="checkbox"/>	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	<input type="checkbox"/>	

4	Notice of zoning action related to the Property	<input type="checkbox"/>	
5	Building code, city, or county violations	<input type="checkbox"/>	
6	Violation of restrictive covenants or owners' association rules or regulations	<input type="checkbox"/>	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made with a Building Permit	<input type="checkbox"/>	
9	Any additions or non-aesthetic alterations made without a Building Permit	<input type="checkbox"/>	
10	Other legal action	<input type="checkbox"/>	
11	Any part of the Property leased to others (written or oral)	<input type="checkbox"/>	
12	Used for short-term rentals in the past year	<input type="checkbox"/>	
13	Grandfathered conditions or uses	<input type="checkbox"/>	
14		<input type="checkbox"/>	
15		<input type="checkbox"/>	

M.	ACCESS & PARKING		
	If you know of any of the following EVER EXISTING check, the "Yes" column:	Yes	Comments
1	Any access problems, issues or concerns	<input type="checkbox"/>	
2	Roads, trails, paths, or driveways through the Property used by others	<input type="checkbox"/>	
3	Public highway or county road bordering the Property	<input type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	<input type="checkbox"/>	
5	Encroachments, boundary disputes, or unrecorded easements	<input type="checkbox"/>	
6	Shared or common areas with adjoining properties	<input type="checkbox"/>	
7	Requirements for curb, gravel/paving, landscaping	<input type="checkbox"/>	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

N.	ENVIRONMENTAL CONDITIONS		
	If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products	<input type="checkbox"/>	
2	Underground storage tanks	<input type="checkbox"/>	
3	Aboveground storage tanks	<input type="checkbox"/>	
4	Underground transmission lines	<input type="checkbox"/>	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	<input type="checkbox"/>	
6	Monitoring wells or test equipment	<input type="checkbox"/>	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	<input type="checkbox"/>	

8	Mine shafts, tunnels, or abandoned wells on the Property	<input type="checkbox"/>	
9	Within a governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
10	Within a governmentally designated floodplain or wetland area	<input type="checkbox"/>	
11	Dead, diseased, or infested trees or shrubs	<input type="checkbox"/>	
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	<input type="checkbox"/>	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	<input type="checkbox"/>	
15	Animals kept in the residence	<input type="checkbox"/>	
16	Other environmental problems, issues or concerns	<input type="checkbox"/>	
17	Odors	<input type="checkbox"/>	
18		<input type="checkbox"/>	
19		<input type="checkbox"/>	

O. RADON	If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	<input type="checkbox"/>	
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.	<input type="checkbox"/>	
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

P. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY	If you know of any of the following NOW EXISTING, check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association.	<input type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented	<input type="checkbox"/>	
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	<input type="checkbox"/>	
	COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY		
	If you know of any of the following EVER EXISTED, check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	<input type="checkbox"/>	
5		<input type="checkbox"/>	
6		<input type="checkbox"/>	

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: _____	<input type="checkbox"/>	
8	Owner's Association #2: _____	<input type="checkbox"/>	
9	Owner's Association #3: _____	<input type="checkbox"/>	
10	Owner's Association #4: _____	<input type="checkbox"/>	

Q.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property	<input type="checkbox"/>	
2	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards	<input type="checkbox"/>	
5	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	<input type="checkbox"/>	
8	Property is located in a historic district	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	
	GENERAL – Other Information:		
11	Location of Mailbox and No. _____	<input type="checkbox"/>	
12		<input type="checkbox"/>	

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advised. This SPD is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

Seller Date

Seller Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.

6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer receipts for a copy of this SPD.

Buyer Date

Buyer Date

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

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

11132 County Road 56	Yuma	CO	80759
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):
 - ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
 - ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Seller Date

Buyer Date

Seller Date

Buyer Date

Real Estate Licensee (Listing) Date

Real Estate Licensee (Selling) Date

Sample Bidder Card

101

Retain This Registration to Bid



970-522-7770 • 1-800-748-2589

535 E Chestnut • P.O. Box 407 • Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Otto E Lueking Jr Estate Land Auction Due Diligence Packet **Updated and Printed: April 4, 2025.**

X _____

No. 101

TITLE COMMITMENTS

	Pages
Parcel #1	196-200
Combo #2	201-205
Parcels #3, #5A, & #6A	206-211
Parcel #4A	212-216
Parcels #4B & #5B	217-222
Parcel #6B	223-227
Parcel #7	228-232
Parcel #8	233-236
Combo #9	237-242
Parcel #10	243-246
Parcel #11	247-250
Parcels #12 & #13	251-254
Parcel #14	255-258



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



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

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21033
Issuing Office File Number: 21033
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 18, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$10.00
TOTAL	\$525.00

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

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File No. 21033

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 13: SE $\frac{1}{4}$;

SUBJECT TO County Road 57 along the South side and County Road Q along the East side of said parcel;

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File No. 21033

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21033

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 14 at Page 545, Yuma County, Colorado records.

(continued on next page)

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File No. 21033

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided ½ of all oil, gas and other minerals in and under and that may be produced from the SE¼ Section 13, Township 5 North, Range 47 West of the 6th P.M., together with a right of ingress and egress for the purpose of exploration, development and removal of same, for a period of 10 years or so long thereafter as oil, gas, and other minerals are being produced, as reserved by Francis A. Dunphy and Patricia P. Dunphy in Warranty Deed dated September 7, 1974, recorded September 20, 1974 in Book 489 at Page 389, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road 57 and County Road Q.
14. Irrigation Power Contract between Otto E. Lueking, Jr., owner and Highline Electric Association providing for the purchase of and payment for electric energy to be used on the SE¼ Section 13, Township 5 North, Range 47 West of the 6th P.M., dated January 7, 2000, recorded February 25, 2000 as Reception #497980, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** This Exception will be removed after Requirement 6 is met.
15. Oil and Gas Lease (Paid Up) from Otto E. Lueking, Jr., lessor, to Cohort Energy Company, lessee, for a term of 5 years with extension under production covering the SE¼ Section 13, Township 5 North, Range 47 West of the 6th P.M. dated January 13, 2003, recorded March 27, 2003 as Reception #511645, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Right of Way and Easement, whether in fee or easement only, 33 feet in width along a route located parallel to the East side of SE¼ Section 13, Township 5 North, Range 47 West of the 6th P.M., to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon said lands, including the free right of ingress to and egress over and across said lands to and from said right of way and easement, as granted to Berry Petroleum Company in instrument dated June 8, 2005, recorded July 27, 2005 as Reception #00523415, Yuma County, Colorado records, and any assignment thereof or interest therein.
17. Subordination Agreement between Highline Electric Association and Premier Farm Credit, FLCA, subordinating the Irrigation Power Contract dated January 7, 2000, recorded February 25, 2000 as Reception #497980 to the Deed of Trust dated June 29, 2021, recorded June 30, 2021 as Reception #00581856, as stated in instrument dated July 15, 2021, recorded July 21, 2021 as Reception #00582026, Yuma County, Colorado records. **NOTE:** This Exception will be removed after Requirements 6 and 7 are met.

(continued on next page)

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File No. 21033

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

18. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
19. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21033

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Schedule A, Section 1.1.

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21034
Issuing Office File Number: 21034
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 18, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$30.00
COPIES	\$21.00
TOTAL	\$551.00

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File No. 21034

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 24: S½;

SUBJECT TO County Road 56 along the North
side and County Road Q along the East side of
said Section 24;

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File No. 21034

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21034

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 14 at Page 181 and Book 45 at Page 448, Yuma County, Colorado records.
11. Right of Way Easement, whether in fee or easement only, to enter upon the S½ Section 24, Township 5 North, Range 47 West of the 6th P.M. and to construct, operate and maintain on the above-described lands an electric transmission or distribution line or system, as granted to Highline Electric Association, Inc. in instrument dated January 6, 1967, recorded January 11, 1967 in Book 440 at Page 362, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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File No. 21034

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3 ©



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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

12. One-half (½) of existing oil, gas and other minerals for a period of 20 years from January 27, 1973 and as long thereafter as commercial production is had, as to the S½ Section 24, Township 5 North, Range 47 West of the 6th P.M., as reserved by Mae Young and Robert Young in instrument dated April 5, 1973, recorded April 18, 1973 in Book 478 at Page 444, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 56 and County Road Q.
15. Oil and Gas Lease from George B. Brethauer and Ruth V. Brethauer, lessors, to H.G. Westerman, lessee, for a term of 1 year with extension under production covering the SW¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., dated June 4, 1979, recorded June 5, 1979 in Book 541 at Page 038, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Oil and Gas Lease from George B. Brethauer and Ruth V. Brethauer, lessors, to H.G. Westerman, lessee, for a term of 1 year with extension under production covering the SE¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., dated March 5, 1980, recorded March 17, 1980 in Book 553 at Page 079, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Right of Way and Easement, whether in fee or easement only, along a route located in the SW¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon said land, including, but without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, as granted to J-W Operating Company in instrument dated December 21, 1980, recorded May 27, 1982 in Book 586 at Page 161, Yuma County, Colorado records, and any assignment thereof or interest therein.
18. An undivided ½ interest of the mineral and mineral rights in and under the SW¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., including but not limited to, oil and natural hydrocarbon gases; helium; coal and lignite; sand and gravel and other minerals and mineral rights together with the right of ingress and egress to remove the same, as reserved by The Federal Land Bank of Wichita in Corporation Special Warranty Deed dated February 15, 1958, recorded February 15, 1985 in Book 619 at Page 42, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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File No. 21034

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

19. One-half of all oil, gas, minerals and mineral rights presently owned along with all reversionary interests, if any, as to the SE $\frac{1}{4}$ Section 24, Township 5 North, Range 47 West of the 6th P.M., as reserved by William Brethauer, William D. Brethauer and Marion B. Brethauer in Warranty Deed dated March 28, 1985, recorded June 11, 1990 in Book 681 at Page 476, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. All oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the N $\frac{1}{2}$ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, as conveyed to Lauretta J. Gibbs, an undivided 1/3 interest, Steven D. Salvador, an undivided 1/3 interest, and Barbara C. Holcomb, an undivided 1/3 interest in Deed of Distribution by Trustees dated September 13, 2012, recorded September 18, 2012 as Reception #00554464, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. All oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the N $\frac{1}{2}$ Section 24, Township 5 North, Range 47 West of the 6th P.M., and other lands together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, as conveyed to Lauretta J. Gibbs, an undivided 1/3 interest, Steven D. Salvador, an undivided 1/3 interest, and Barbara C. Holcomb, an undivided 1/3 interest in Deed of Distribution by Trustees dated September 13, 2012, recorded September 18, 2012 as Reception #00554465, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. All oil, gas, minerals and mineral rights presently owned by Steven D. Salvador in and under and that may be produced from said lands, together with the right of ingress and egress at all times for the purpose of operating and developing said land for oil, gas and other minerals and marketing the same therefrom, as reserved by Steven D. Salvador in Bargain and Sale Deed dated March 22, 2013, recorded March 25, 2013 as Reception #00556587, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
24. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21034

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3 ©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Cor



Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21035
Issuing Office File Number: 21035
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 18, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 19: ALL;

SUBJECT TO County Road 57 along the North
and County Road Q along the West of said parcel;

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File No. 21035

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$45.00
COPIES	\$22.00
TOTAL	\$567.00

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21035

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 5 at Page 513, Book 36 at Page 183, Book 50A at Page 465, and Book 279 at Page 527, Yuma County, Colorado records.

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File No. 21035

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 4

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way, whether in fee or easement only, approximately 10 feet in width parallel to and adjoining the present right of way for public highway now established and used along the North side of the NE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., as granted to Yuma County in instrument dated June 5, 1952, recorded June 5, 1952 in Book 332 at Page 525, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. All the oil, gas and other mineral and mineral rights, whether metallic or non-metallic, as to the NE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., as reserved by Otto Lueking and Lorene Lueking in instrument dated June 5, 1952, recorded June 5, 1952 in Book 332 at Page 525, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Oil and Gas Lease between Otto C. Lueking and Lorene S. Lueking, lessors and The Ohio Oil Company, lessee, for a term of 10 years with extension under production covering Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., dated September 22, 1959, recorded October 7, 1959 in Book 388 at Page 332, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Right of Way Easement, whether in fee or easement only, to enter upon the South side of the SE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., and to construct, operate and maintain on the above-described lands an electric transmission or distribution line or system, as granted to Highline Electric Association, Inc. in instrument dated January 6, 1967, recorded January 11, 1967 in Book 440 at Page 349, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Right of Way Easement, whether in fee or easement only, to enter upon the South side of the SE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., and to construct, operate and maintain on the above-described lands an electric transmission or distribution line or system, as granted to Highline Electric Association, Inc. in instrument dated December 30, 1966, recorded January 11, 1967 in Book 440 at Page 350, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
17. Rights of the Public in and to the use of County Road 57 and County Road Q.
18. Oil and Gas Lease from Carl W. Korf and Darlene G. Korf, lessors, to H.G. Westerman, lessee, for a term of 10 years with extension under production covering the SW $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., dated March 15, 1977, recorded May 6, 1977 in Book 513 at Page 475, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

19. Oil and Gas Lease from Otto E. Lueking, lessor, to H.G. Westerman, lessee, for a term of 10 years with extension under production covering the N $\frac{1}{2}$, SE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., dated March 8, 1977, recorded May 6, 1977 in Book 513 at Page 481, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the West side of the NW $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated August 14, 1979, recorded October 10, 1979 in Book 545 at Page 45, Yuma County, Colorado records, and any assignment thereof or interest therein.
21. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the West side of the SW $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated August 16, 1979, recorded October 10, 1979 in Book 545 at Page 47, Yuma County, Colorado records, and any assignment thereof or interest therein.
22. All minerals as to the SW $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., as reserved by Carl W. Korf and Darlene G. Korf in Warranty Deed dated April 8, 1983, recorded April 12, 1982 in Book 583 at Page 064, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the West side of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated September 10, 1981, recorded May 27, 1982 in Book 586 at Page 183, Yuma County, Colorado records, and any assignment thereof or interest therein.
24. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the NE $\frac{1}{4}$ Section 19, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated November 17, 1980, recorded November 27, 1981 in Book 586 at Page 185, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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Page 3 of 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

25. Right of Way and Easement, whether in fee or easement only, 33 feet in width along a route, to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the E½, NW¼, and SE¼ Section 19, Township 5 North, Range 46 West of the 6th P.M., including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, as granted to Berry Petroleum Company in instrument dated June 8, 2008, recorded July 27, 2005 as Reception #00523415, Yuma County, Colorado records, and any assignment thereof or interest therein.
26. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
27. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21035

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Co



Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21036
Issuing Office File Number: 21036
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 18, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$11.00
TOTAL	\$526.00

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File No. 21036

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 25: SE¼;

SUBJECT TO County Road Q along the East
side of said Section 25;

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File No. 21036

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©

**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21036

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents in Book 14 at Page 285 and Book 90 at Page 449, Yuma County, Colorado records.
11. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
12. Rights of the Public in and to the use of County Road Q.

(continued on next page)

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File No. 21036

COALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

13. Oil and Gas Lease from Freddie H. Hillman and Elva I. Hillman, lessors to Tesoro Petroleum Corporation, lessee for a term of 5 years with extension under production covering the SE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., dated May 8, 1978, recorded July 3, 1978 in Book 528 at Page 595, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under, upon and along the South side of the SE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., and including the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid and for any such additional line, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, as granted to J-W Operating Company in instrument dated October 12, 1979, recorded October 23, 1979 in Book 545 at Page 321, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. All minerals now owned, or hereafter acquired, as to the SE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., until such time as the Promissory Note and Mortgage securing the same, running in favor of Freddie H. Hillman, Elva I. Hillman, F.H. Hillman & Co., a Partnership, and E.I. Hillman & Co., a Partnership, has been paid in full. Upon payment in full, the entire mineral fee, now owned by the Grantors, or hereafter acquired, shall vest in Sharpe Farms, a Partnership, also excepting and reserving all natural gas that may be produced from the well now in existence underlying said SE¼ until such time as production in marketable quantity ceases. At such time as marketable production ceases, then the mineral fee, now owned or hereafter acquired shall vest in Sharpe Farms, a Partnership, as reserved by Freddie H. Hillman, Elva I. Hillman, F.H. Hillman & Co., a Partnership, and E.I. Hillman & Co., a Partnership in Warranty Deed dated April 30, 1982, recorded May 3, 1982 in Book 584 at Page 349, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Irrigation Power Contract between Otto E. Lueking, owner, and Highline Electric Association providing for the purchase of and payment for electric energy to be used on the SE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., dated February 18, 1992, recorded March 2, 1992 in Book 701 at Page 536, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** This Exception will be removed after Requirement 6 is met.
17. Subordination Agreement between Highline Electric Association and Premier Farm Credit, FLCA, subordinating the Irrigation Power Contract dated February 18, 1992, recorded March 2, 1992 in Book 701 at Page 536 to the Deed of Trust dated June 29, 2021, recorded June 30, 2021 as Reception #00581856, as stated in instrument dated July 15, 2021, recorded July 21, 2021 as Reception #00582025, Yuma County, Colorado records. **NOTE:** This Exception will be removed after Requirements 6 and 7 are met.

(continued on next page)

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File No. 21036

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

18. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
19. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21036

COALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Cor

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21037
Issuing Office File Number: 21037
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 19, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$30.00
COPIES	\$35.00
TOTAL	\$565.00

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File No. 21037

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 46 WEST OF THE 6TH P.M.

SECTION 30: ALL;

SUBJECT TO County Road 56 along the
South and County Road Q along the West
of said parcel;

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21037

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 14 at Page 153, Book 36 at Page 151, Book 45 at Page 171, and Book 71 at Page 262, Yuma County, Colorado records.

(continued on next page)

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File No. 21037

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Oil and Gas Lease between Otto C. Lueking and Lorene S. Lueking, lessors, and The Ohio Oil Company, lessee, for a term of 10 years with extension under production covering the E½ Section 30, Township 5 North, Range 46 West of the 6th P.M., dated September 22, 1959, recorded October 7, 1959 in Book 388 at Page 332, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Oil and Gas Lease between Otto C. Lueking and Lorene S. Lueking, lessors, and The Ohio Oil Company, lessee, for a term of 10 years with extension under production covering Lots 1 and 2, E½NW¼ Section 30, Township 5 North, Range 46 West of the 6th P.M., dated September 23, 1959, recorded October 7, 1959 in Book 388 at Page 334, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 56 and County Road Q.
15. Oil and Gas Lease from Otto E. Lueking, lessor, to H.G. Westerman, lessee, for a term of 10 years with extension under production covering All Section 30, Township 5 North, Range 46 West of the 6th P.M., dated March 8, 1977, recorded May 6, 1977 in Book 513 at Page 481, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the West side of the W½ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated August 14, 1979, recorded October 10, 1979 in Book 545 at Page 45, Yuma County, Colorado records, and any assignment thereof or interest therein.
17. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the South side of the S½ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated October 22, 1979, recorded October 23, 1979 in Book 545 at Page 323, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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File No. 21037

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

18. An undivided $\frac{1}{2}$ interest in and to all the oil, gas and minerals in, on or under the surface of the SW $\frac{1}{4}$ Section 30, Township 5 North, Range 46 West of the 6th P.M., and in and to all the rights of ownership therein, the right and license to explore for, mine, extract, develop and operate any of all of said products and any and all facilities for their extraction, removal or exploitation in, on or under the surface of said real property, as reserved by the Omaha National Bank, as executor of the Estate of Elva M. Douglas, deceased, in Executor's Deed dated February 20, 1968, recorded October 29, 1979 in Book 545 at Page 467, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands along the South side of All Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated June 27, 1980, recorded July 22, 1980 in Book 556 at Page 596, Yuma County, Colorado records, and any assignment thereof or interest therein.
20. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the NE $\frac{1}{4}$ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated November 17, 1980, recorded May 27, 1982 in Book 586 at Page 181, Yuma County, Colorado records, and any assignment thereof or interest therein.
21. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under, upon and along the North side of the N $\frac{1}{2}$ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated March 10, 1987, recorded October 2, 1991 in Book 696 at Page 70, Yuma County, Colorado records, and any assignment thereof or interest therein.
22. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated October 1, 1984, recorded October 2, 1991 in Book 696 at Page 72, Yuma County, Colorado records, and any assignment thereof or interest therein.
23. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under, upon and along the East side of the SE $\frac{1}{4}$ Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated October 25, 1996, recorded October 28, 1996 in Book 769 at Page 120, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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Page 3 of 4

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

24. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under, upon and parallel to the North side of the N½ and parallel to the West side of Section 30, Township 5 North, Range 46 West of the 6th P.M., with the free right of ingress to and egress over and across said lands, as granted to J-W Operating Company in instrument dated June 4, 2004, recorded November 12, 2004 as Reception #00519768, Yuma County, Colorado records, and any assignment thereof or interest therein.
25. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the SW¼, NE¼ Section 30, Township 5 North, Range 46 West of the 6th P.M., including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, as granted to Berry Petroleum Company in instrument dated June 8, 2008, recorded July 27, 2005 as Reception #00523415, Yuma County, Colorado records, and any assignment thereof or interest therein.
26. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the N½ Section 30, Township 5 North, Range 46 West of the 6th P.M., including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, as granted to Berry Petroleum Company in instrument dated June 29, 2005, recorded July 27, 2005 as Reception #00523421, Yuma County, Colorado records, and any assignment thereof or interest therein.
27. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
28. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21037

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 4 of 4



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Com

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21038
Issuing Office File Number: 21038
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** March 19, 2025 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$14.00
TOTAL	\$529.00

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File No. 21038

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 24: N½;

EXCEPT a tract of land in the NE¼ and NW¼ of Section 24, Township 5 North, Range 47 West of the 6th P.M., Yuma County, Colorado, more particularly described as follows:

Beginning at the NE Corner of said Section 24;

thence S 01°57'27" E on the East line of said NE¼ a distance of 779.60 feet;

thence S 88°40'33" W a distance of 1006.98 feet;

thence N 04°38'06" W on a fence line a distance of 665.48 feet;

thence S 87°12'37" W on a fence line a distance of 2299.35 feet;

thence S 02°51'35" E on a fence line a distance of 1407.49 feet;

thence S 89°32'49" W on a fence line a distance of 973.38 feet;

thence S 00°47'52" E on a fence line a distance of 1128.51 feet to a point on the South line of said NW¼;

thence S 88°03'25" W on the South line of said NW¼ a distance of 1009.95 feet to the West Quarter Corner of said Section 24;

thence N 01°50'07" W on the West line of said NW¼ a distance of 2628.38 feet to the NW corner of said Section 24;

thence N 87°50'34" E on the North line of said Section 24 a distance of 5315.22 feet to the point of beginning, as conveyed to Steven D. Salvador in Deed by Trustee dated March 22, 2013, recorded March 25, 2013 as Reception #00556588, Yuma County, Colorado records;

SUBJECT TO County Road Q along the East side of said Section 24;

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File No. 21038

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21038

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 50A at Page 352 and Book 71 at Page 237, Yuma County, Colorado records.
11. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.

(continued on next page)

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File No. 21038

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Rights of the Public in and to the use of County Road Q.
13. Oil and Gas Lease from Harry E. Salvador and Alice L. Salvador, lessors, to Donald S. Walker, lessee, for a term of 10 years with extension under production covering the N½ Section 24, Township 5 North, Range 47 West of the 6th P.M., dated May 3, 1978, recorded August 21, 1978 in Book 531 at Page 112, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. All oil, gas, minerals and hydrocarbons in and under the NE¼, except a tract, Section 24, Township 5 North, Range 47 West of the 6th P.M., as reserved by the Estate of Harry E. Salvador also known as H. E. Salvador in Deed of Distribution by Personal Representative dated October 12, 1982, recorded November 9, 1982 in Book 593 at Page 165, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. All of the oil, gas and other minerals in and under and that may be produced from the NW¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the necessary means of ingress and egress for the exploration, production and mining of same, said reservation to extend for a period of 20 years from the date of closing and so long thereafter as commercial production of any such minerals continues, as reserved by Rodney W. Salvador and Candace K. Hofmeister in Warranty Deed dated August 13, 2002, recorded August 15, 2002 as Reception #508973, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. All of the oil, gas and other minerals in and under and that may be produced from the NW¼ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the necessary means of ingress and egress for the exploration, production and mining of same, said reservation to extend for a period of 20 years from the date of closing and so long thereafter as commercial production of any such minerals continues, as reserved by Frank E. Salvador in Warranty Deed dated August 13, 2002, recorded August 15, 2002 as Reception #508974, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. All oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the N½ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, as conveyed to Laretta J. Gibbs, an undivided 1/3 interest, Steven D. Salvador, an undivided 1/3 interest, and Barbara C. Holcomb, an undivided 1/3 interest in Deed of Distribution by Trustees dated September 13, 2012, recorded September 18, 2012 as Reception #00554464, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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File No. 21038

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

18. All oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the N½ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, as conveyed to Laurretta J. Gibbs, an undivided 1/3 interest, Steven D. Salvador, an undivided 1/3 interest, and Barbara C. Holcomb, an undivided 1/3 interest in Deed of Distribution by Trustees recorded September 18, 2012 as Reception #00554465, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. All oil, gas, minerals and mineral rights presently owned by Steven D. Salvador in and under and that may be produced from the N½ Section 24, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress and egress at all times for the purpose of operating and developing said land for oil, gas and other minerals and marketing the same therefrom as reserved by Steven D. Salvador in Bargain and Sale Deed dated March 22, 2013, recorded March 25, 2013 as Reception #00556587, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
21. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21038

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Co



Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21039
Issuing Office File Number: 21039
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 19, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$14.00
TOTAL	\$529.00

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File No. 21039

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 25: NE $\frac{1}{4}$;

SUBJECT TO County Road 56 along the North
side and County Road Q along the East side of
said Section 25;

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21039

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents in Book 14 at Page 285 and Book 90 at Page 449, Yuma County, Colorado records.

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided $\frac{1}{2}$ of all oil, gas and other minerals, and mineral rights in, upon and under the NE $\frac{1}{4}$ Section 25, Township 5 North, Range 47 West of the 6th P.M., together with full and free right to enter upon said premises and use so much of the surface thereof as may be necessary for reasonable operation, drilling and marketing of the production thereof and for the purpose of this reservation, as reserved by Otto Stoermer and Lena Stoermer in Warranty Deed dated March 15, 1956, recorded March 22, 1956 in Book 362 at Page 237, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road 56 and County Road Q.
14. Right of Way and Easement, whether in fee or easement only, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon routes along the North side of the NE $\frac{1}{4}$ Section 25, Township 5 North, Range 47 West of the 6th P.M., together with the free right of ingress to and egress from said lands, as granted to J-W Operating Company in instrument dated April 14, 1980, recorded April 14, 1980 in Book 554 at Page 152, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. All oil, gas and mineral rights and all royalty payments accrued on October 4, 1990 or hereafter paid on the NE $\frac{1}{4}$ Section 25, Township 5 North, Range 47 West of the 6th P.M., as granted to Minnie A. Korf in instrument dated October 4, 1990, recorded October 5, 1990 in Book 685 at Page 265, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. All oil, gas and mineral rights and all royalty payments accrued on October 4, 1990 or hereafter paid on the NE $\frac{1}{4}$ Section 25, Township 5 North, Range 47 West of the 6th P.M., as granted to Minnie A. Korf in instrument dated October 4, 1990, recorded October 5, 1990 in Book 685 at Page 266, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. All oil, gas and mineral interests, to include all leases and leasehold rights in the NE $\frac{1}{4}$ Section 25, Township 5 North, Range 47 West of the 6th P.M., as conveyed to Robert E. Korf, an undivided $\frac{1}{2}$ interest and Eldon Korf, an undivided $\frac{1}{2}$ interest in Quit Claim Deed recorded April 19, 2001 as Reception #502531, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

18. Oil, gas and mineral rights as to the NE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., that are conveyed by a separate deed as excepted to Robert E. Korf and Eldon L. Korf, as Successor Trustees under Robert W. Korf Family Trust dated March 19, 1979 in Trustee's Deed dated February 21, 2002, recorded March 11, 2002 as Reception #506599, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. All of Grantor's interest in and to oil, gas and mineral rights in and to the NE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., as conveyed to Robert E. Korf and Eldon L. Korf in Trustee's Deed dated February 21, 2002, recorded March 11, 2002 as Reception #506601, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Oil, gas and mineral rights as to the NE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., that are conveyed by a separate deed as excepted to Robert E. Korf and Eldon L. Korf, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased in Personal Representative's Deed dated February 21, 2002, recorded March 11, 2002 as Reception #506604, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. All of Grantor's interest in and to oil, gas and mineral rights in and to the NE¼ Section 25, Township 5 North, Range 47 West of the 6th P.M., as conveyed to Robert E. Korf and Eldon L. Korf in Personal Representative's Deed dated February 21, 2002, recorded March 11, 2002 as Reception #506605, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
23. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21039

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Co



Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21040
Issuing Office File Number: 21040
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 19, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$11.00
TOTAL	\$526.00

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File No. 21040

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 14: S½;

SUBJECT TO County Road 57 along the
South side of said Section 14;

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File No. 21040

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2

©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21040

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent in Book 14 at Page 228 and Book 71 and Page 126, Yuma County, Colorado records.

(continued on next page)

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File No. 21040

COALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided 1/6 interest in and to all the oil, gas and all other minerals in and under the S½ Section 14, Township 5 North, Range 47 West of the 6th P.M., as reserved by Roscoe H. Volland as Executor of the Estate of Rae Moore Shortess, as to a 1/6 interest, Marguerite Moore Volland, as to a 1/6 interest, and Roscoe H. Volland as Executor of the Estate of K.P. Moore, also known as Kenneth P. Moore, as to a 1/6 interest, in instruments dated May 31, 1956, recorded July 11, 1956 in Book 364 at Pages 198, 201 and 202, Yuma County, Colorado records, and filed July 13, 1956 as Documents #9501, #9502 and #9503, Torrens System of Titles, Yuma County, Colorado, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided ½ of all oil, gas and other minerals in and to the NW¼ Section 14, Township 5 North, Range 47 West of the 6th P.M., with right of access thereto, as reserved by Winston Lee Ham and Mary Ann Ham in Warranty Deed dated August 5, 1963, recorded August 23, 1963 in Book 420 at Page 399, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An undivided ½ of all oil, gas and other minerals in and to the S½ Section 14, Township 5 North, Range 47 West of the 6th P.M., with right of access thereto, as reserved by Verner M. Ham in Warranty Deed dated August 5, 1963, recorded August 23, 1963 in Book 420 at Page 400, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Right of Way for county roads 30 feet wide on either side of section and township lines as established by the Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
15. Rights of the Public in and to the use of County Road 57.
16. 50% of all of the remaining oil, gas, and minerals, or every kind and nature Seller may own for a period of 15 years from June 20, 2006 and so long thereafter as oil, gas or other minerals are being produced in paying quantities from S½ Section 14, Township 5 North, Range 47 West of the 6th P.M., as reserved in Warranty Deed dated June 20, 2006, recorded June 21, 2006 as Reception #527828, Yuma County, Colorado records.
17. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Policy.
18. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21040

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Coi

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21041
Issuing Office File Number: 21041
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 19, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$30.00
COPIES	\$24.00
TOTAL	\$554.00

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File No. 21041

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 23: ALL;

SUBJECT TO County Road 57 along the North side, County Road P along the East side, County Road 56 along the South side, and County Road N along the West side of said Section 23;

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21041

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents in Book 36 at Pages 164 and 180, Book 45 at Page 57, and Book 78 at Page 193, Yuma County, Colorado records.

(continued on next page)

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File No. 21041

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1



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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided $\frac{1}{4}$ interest each in and to all coal, oil, gas and all other mineral rights on in and to the SE $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as granted to John Hilbert, Helen Richards, and Orval Hilbert Helm in Quit Claim Deed dated March 25, 1955, recorded March 31, 1955 in Book 350 at Page 348, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided $\frac{1}{4}$ interest each in and to all coal, oil, gas and all other mineral rights on in and to the SE $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as granted to John Hilbert, Helen Richards, and Orval Hilbert Helm in Quit Claim Deed dated March 25, 1955, recorded March 31, 1955 in Book 350 at Page 349, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An undivided $\frac{1}{4}$ interest each in and to all coal, oil, gas and all other mineral rights on in and to the SE $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as granted to John Hilbert, Helen Richards, and Orval Hilbert Helm in Quit Claim Deed dated March 25, 1955, recorded March 31, 1955 in Book 350 at Page 350, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. An undivided $\frac{1}{6}$ interest in and to all the oil, gas and all other minerals in and under a tract of land located in the NW $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as reserved by Roscoe H. Volland as Executor of the Estate of Rae Moore Shortess, as to a $\frac{1}{6}$ interest, Marguerite Moore Volland, as to a $\frac{1}{6}$ interest, and Roscoe H. Volland as Executor of the Estate of K.P. Moore, also known as Kenneth P. Moore, as to a $\frac{1}{6}$ interest, in instrument dated May 31, 1956, recorded July 11, 1956 in Book 364 at Page 198, Yuma County, Colorado records, and filed July 13, 1956 as Documents #9501, Torrens System of Titles, Yuma County, Colorado, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. An undivided $\frac{1}{6}$ interest in and to all the oil, gas and all other minerals in and under a tract of land located in the NW $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as reserved by Roscoe H. Volland as Executor of the Estate of Rae Moore Shortess, as to a $\frac{1}{6}$ interest, Marguerite Moore Volland, as to a $\frac{1}{6}$ interest, and Roscoe H. Volland as Executor of the Estate of K.P. Moore, also known as Kenneth P. Moore, as to a $\frac{1}{6}$ interest, in instrument dated May 31, 1956, recorded July 11, 1956 in Book 364 at Page 201, Yuma County, Colorado records, and filed July 13, 1956 as Document #9502, Torrens System of Titles, Yuma County, Colorado, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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File No. 21041

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

16. An undivided 1/6 interest in and to all the oil, gas and all other minerals in and under a tract of land located in the NW¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., as reserved by Roscoe H. Volland as Executor of the Estate of Rae Moore Shortess, as to a 1/6 interest, Marguerite Moore Volland, as to a 1/6 interest, and Roscoe H. Volland as Executor of the Estate of K.P. Moore, also known as Kenneth P. Moore, as to a 1/6 interest, in instruments dated May 31, 1956, recorded July 11, 1956 in Book 364 at Page 202, Yuma County, Colorado records, and filed July 13, 1956 as Document #9503, Torrens System of Titles, Yuma County, Colorado, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. An undivided ½ interest in and to the oil, gas and other minerals and mineral rights in, to, under and upon the N½ and SW¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress and egress, and to use so much of the surface thereof as may be reasonably necessary for the exploration, development, and removal of oil, gas and other minerals, and for the purpose of this reservation, as reserved by Clarence H. Goodman, Virginia M. Goodman, Clarence L. Goodman and Evelyn F. Goodman in instrument dated April 16, 1958, recorded April 21, 1958 in Book 375 at Page 242, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. An undivided 1/12 interest in and to all coal, oil, gas, and all other minerals only in and to the SE¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., as granted to Helen Richards in instrument dated May 22, 1962, recorded May 28, 1962 in Book 411 at Page 322, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. An undivided 1/12 interest in and to all coal, oil, gas, and all other minerals only in and to the SE¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., as granted to John Hilbert in instrument dated May 22, 1962, recorded June 29, 1962 in Book 412 at Page 239, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. An undivided ½ of all oil, gas and other minerals in and to the NE¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., with right of access thereto, as reserved by Winston Lee Ham and Mary Ann Ham in Warranty Deed dated August 5, 1963, recorded August 23, 1963 in Book 420 at Page 399, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. An undivided ½ of all oil, gas and other minerals in and to a tract of land in the NW¼ Section 23, Township 5 North, Range 47 West of the 6th P.M., with right of access thereto, as reserved by Verner M. Ham in Warranty Deed dated August 5, 1963, recorded August 23, 1963 in Book 420 at Page 400, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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File No. 21041

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

22. An undivided $\frac{1}{2}$ of all oil, gas and other minerals in and to the W $\frac{1}{2}$ Section 23, except a tract, Township 5 North, Range 47 West of the 6th P.M., with right of access thereto, as reserved by Verner M. Ham and Faye A. Ham in Warranty Deed dated August 5, 1963, recorded August 23, 1963 in Book 420 at Page 401, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
24. Rights of the Public in and to the use of County Road 56, County Road 57, County Road N and County Road P.
25. Oil and Gas Lease from Orval I. Helm, lessor, to Donald S. Walker, lessee, for a term of 10 years with extension under production covering the SE $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., dated July 20, 1978, recorded August 11, 1978 in Book 530 at Page 464, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
26. Oil and Gas Lease from Melvin L. Kechley and Bonnie L. Kechley, lessors, to H.G. Westerman, lessee, for a term of 5 years with extension under production covering the N $\frac{1}{2}$, SW $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., dated February 22, 1979, recorded March 23, 1979 in Book 538 at Page 217, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
27. Oil and Gas Lease from The Estate of Steven R. Kurtzer, deceased, lessor, to Cohort Energy Company, lessee, for a term of 5 years with extension under production covering the NE $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., dated March 13, 2003, recorded May 27, 2003 as Reception #512494, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
28. 50% of all of the remaining oil, gas, and minerals, or every kind and nature for a period of 15 years from June 20, 2006 and so long thereafter as oil, gas or other minerals are being produced in paying quantities from the N $\frac{1}{2}$, SW $\frac{1}{4}$ Section 23, Township 5 North, Range 47 West of the 6th P.M., as reserved by Linda Kurtzer in Warranty Deed dated June 20, 2006, recorded June 21, 2006 as Reception #00527828, Yuma County, Colorado records.
29. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
30. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21041

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Cor

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21042
Issuing Office File Number: 21042
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** March 14, 2025 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy None

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:**

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$4.00
TOTAL	\$519.00

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File No. 21042

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 22: SE $\frac{1}{4}$;

SUBJECT TO County Road N along the East
side and County Road 56 along the South side
of said Section 22;

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File No. 21042

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21042

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent in Book 71 and Page 118, Yuma County, Colorado records.

(continued on next page)

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File No. 21042

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way and Easement, whether in fee or easement only, to construct, install, maintain, renew, replace and operate pipelines below ground and appurtenances thereto, for the transportation of gas, in, on, over the through the S½SE¼ Section 22, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress to and egress from for purposes of the same, as granted to Kansas-Nebraska Natural Gas Company, Inc. in instrument dated March 20, 1968, recorded June 17, 1968 in Book 449 at Page 312, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Right of Way for county roads 30 feet wide on either side of section and township lines as established by the Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road N and County Road 56.
14. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
15. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21042

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2

©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Cor

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21043
Issuing Office File Number: 21043
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: March 19, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$6.00
TOTAL	\$521.00

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File No. 21043

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 21: NW $\frac{1}{4}$;

SUBJECT TO County Road 57 along the North side and County Road L along the West side of said Section 21;

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File No. 21043

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21043

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 628 at Page 132, Yuma County, Colorado records.
11. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.

(continued on next page)

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File No. 21043

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Rights of the Public in and to the use of County Road 57 and County Road L.
13. An undivided 50% interest in and to all oil, gas or other minerals which are currently owned and which are found on or beneath the NW¼ Section 21, Township 5 North, Range 47 West of the 6th P.M., which reservation shall be for a period of 20 years from December 21, 2010 and continuing so long as oil, gas or other minerals are being produced in paying quantities from the subject premises, as reserved by William F. Neville, William L. Neville aka William L. Nevelle, Jr., Michael J. Becker, Douglas L. Becker, Matthew F. Becker and Phillip A. Neville in Warranty Deed dated December 20, 2010, recorded December 21, 2010 as Reception #00547764, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
15. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21043

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2



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

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Co

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21044
Issuing Office File Number: 21044
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** March 19, 2025 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$11.00
TOTAL	\$526.00

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File No. 21044

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 27: NW¼;

SUBJECT TO County Road M along the West side and County Road 56 along the North side of said Section 27;

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File No. 21044

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21044

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 36 at Pages 164 and 180, Book 71 at Page 414, and in Book 78 at Page 311, Yuma County, Colorado records.

(continued on next page)

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File No. 21044

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided $\frac{1}{4}$ of all oil, gas and other minerals and mineral rights in, upon and under the NW $\frac{1}{4}$ Section 27, Township 5 North, Range 47 West of the 6th P.M, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing and production thereof, and for the purposes of this reservation, as reserved by The Federal Land Bank of Wichita in Corporation Special Warranty Deed dated March 24, 1955, recorded April 13, 1955 in Book 351 at Page 44, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Right of Way Easement, whether in fee or easement only, to construct, operate and maintain along the North side of the NW $\frac{1}{4}$ Section 27, Township 5 North, Range 47 West of the 6th P.M., an electric transmission or distribution line or system, as granted to Highline Electric Association, Inc. in instrument dated June 15, 1967, recorded June 19, 1967 in Book 443 at Page 231, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Terms and conditions as set forth in Lease between Melvin Kechley and the County of Yuma, State of Colorado dated April 2, 1973, recorded April 12, 1973 in Book 478 at Page 384, Yuma County, Colorado records, and any assignment thereof or interest therein.
14. $\frac{1}{2}$ of all oil, gas and other mineral rights not heretofore reserved as to the NW $\frac{1}{4}$ Section 27, Township 5 North, Range 47 West of the 6th P.M., as reserved by Alfred W. Korf and Marie M. Korf aka Marie Korf in Warranty Deed dated December 15, 1986, recorded December 18, 1986 in Book 640 at Page 393, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. $\frac{1}{2}$ of all oil, gas and other mineral rights not heretofore reserved as to the NW $\frac{1}{4}$ Section 27, Township 5 North, Range 47 West of the 6th P.M., as reserved by Alfred W. Korf and Marie M. Korf aka Marie Korf in Warranty Deed dated December 15, 1986, recorded December 18, 1986 in Book 640 at Page 394, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
17. Rights of the Public in and to the use of County Road 56 and County Road M.
18. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
19. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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File No. 21044

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2



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

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Cor

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21045
Issuing Office File Number: 21045
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** March 19, 2025 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$6.00
TOTAL	\$521.00

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

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File No. 21045

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2 ©



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

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 28: A tract in the NE $\frac{1}{4}$, described as follows:
Beginning at the Northeast corner of said NE $\frac{1}{4}$;
thence along the North line of said NE $\frac{1}{4}$, N89°48'15" W, 592.3 feet;
thence S 00°00'35"W, 135.4 feet;
thence S 40°23'09" E, 914.2 feet;
thence along the East line of said NE $\frac{1}{4}$, N 00°00'00" W, 829.7 feet to
the point of beginning;

SUBJECT TO County Road 56 along the North side and County Road
M along the East side of said Section 28;

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File No. 21045

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2 ©



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21045

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 109 at Page 147, Yuma County, Colorado records.

(continued on next page)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way Easement, whether in fee or easement only, to enter upon the NE¼ Section 28, Township 5 North, Range 47 West of the 6th P.M. and to construct, operate and maintain an electric transmission or distribution line or system along the North side of said property, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Highline Electric Association, Inc. in instrument recorded January 11, 1967 in Book 440 at Page 347, and modified by Partial Release of Right of Way dated May 11, 1982, recorded June 24, 1982 in Book 587 at Page 394, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Right of Way and Easement, whether in fee or easement only, to construct, install, maintain, renew, replace and operate pipelines below ground and appurtenances thereto, for the transportation of gas, in, on, over the through the E½NE¼ Section 28, Township 5 North, Range 47 West of the 6th P.M., together with the right of ingress to and egress from for purposes of the same, as granted to Kansas-Nebraska Natural Gas Company, Inc. in instrument dated March 20, 1968, recorded June 17, 1968 in Book 449 at Page 307, Yuma County, Colorado records, and modified by Partial Release of Right of Way dated May 11, 1982, recorded June 24, 1982 in Book 587 at Page 392, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County dated July 5, 1910, recorded October 17, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 56 and County Road M.
15. All oil, gas and other mineral, mineral interest and mineral rights of any kind or description and any assignments thereof or interest therein are excluded from this Commitment and the Policy to be issued.
16. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Tammy Conover, as Personal Representative of the Estate of Otto E. Lueking, Jr., aka Otto "Junior" Lueking, aka Otto E. Lueking, aka Otto Lueking, deceased, Seller.

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