

DETTA HELMSING ESTATE PIVOT IRRIGATED LAND AUCTION

November 20, 2025

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

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DUE DILIGENCE PACKET

Printed: November 14, 2025

DETTA HELMSING ESTATE PIVOT IRRIGATED LAND AUCTION

Logan & Sedgwick Counties, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

Thursday, November 20, 2025

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

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



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

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The Detta Helmsing Estate Pivot Irrigated Property will be offered for sale in 2 parcels with RESERVE. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on Thursday, November 20, 2025. The auction will "soft close" @ 12:00 noon, MT on Thursday, November 20, 2025. Bidding remains open as long as there is continued bidding. Bidding will close when 5 minutes have passed with no new bids on either parcel. Bidders may bid on any and/or all parcels at any time before bidding closes.

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

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

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting "DETTA HELMSING ESTATE PIVOT IRRIGATED LAND AUCTION" property page at reckagri.com or by calling Reck Agri Realty & Auction. To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property description, pertinent information, title commitment, and sample contract.

SALE TERMS/PROCEDURE: The "DETTA HELMSING ESTATE PIVOT IRRIGATED LAND AUCTION" is an online only auction with RESERVE. The Detta Helmsing Estate Pivot Irrigated property to be offered as 2 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Northeast Colorado Title Company for Parcel #1 and Sedgwick County Title for Parcel #2 prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and Conditions herein and announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 19, 2025. Closing to be conducted by Northeast Colorado Title for Parcel #1 and Sedgwick County Title for Parcel #2 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. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads

and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review herein and title commitments and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Parcel #1: Possession upon closing. Parcel #2: Possession for the 2026 crop season.

LEASE: No lease on the property.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all water, water rights, all ditch rights, lateral rights and conveyance canal rights, and all easements and rights-of-way associated with said water rights, appurtenant to the property, including but not limited to the following: Parcel #1: 16 shares of the Harmony #1 Ditch Company and Parcel #2: Irrigation Well #013068-F adjudicated in Water Court Case #W-3066 and all rights to the Sedgwick County Well Users Augmentation Plan. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Harmony #1 Ditch Company, and Sedgwick County Well Users. Water rights and the irrigation equipment is being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or delivery of ditch water and stream flows, and pumping rates/adequacy of pit pumps and condition of all irrigation equipment. Irrigation equipment to include: Parcel #1: Valley Pivot w/pit pump and Parcel #2: Reinke Pivot w/40 HP electric motor and pump.

GROWING CROPS: Seller to convey to Buyer(s) wheat currently planted on Parcel #1. There is no crop insurance on the property.

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

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

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

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

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

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

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

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Location Map





Parcel Information

**Parcel
#1**

Legal Description:

SE1/4 of Section 21, Township 11 North, Range 48 West of the 6th PM, Logan County, CO
See Pages 39-72 for legal description, title commitment, and title exceptions.

Acreage:

123.0± Ac Pivot Irrigated
37.0± Ac Dryland/Grass Corners & Roads/Waste
160.0± TOTAL

Land Tenure:

See Soils Map on Page 9.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,966.00. Water assessments for 2025: \$800.00.

Irrigation Water & Equipment:

Equipment includes a 8-tower Valley Pivot with pit pump.
16 Shares of Harmony #1 Ditch Company.

Comments:

Seller to convey planted wheat crop to Buyer(s). No crop insurance on the wheat crop.

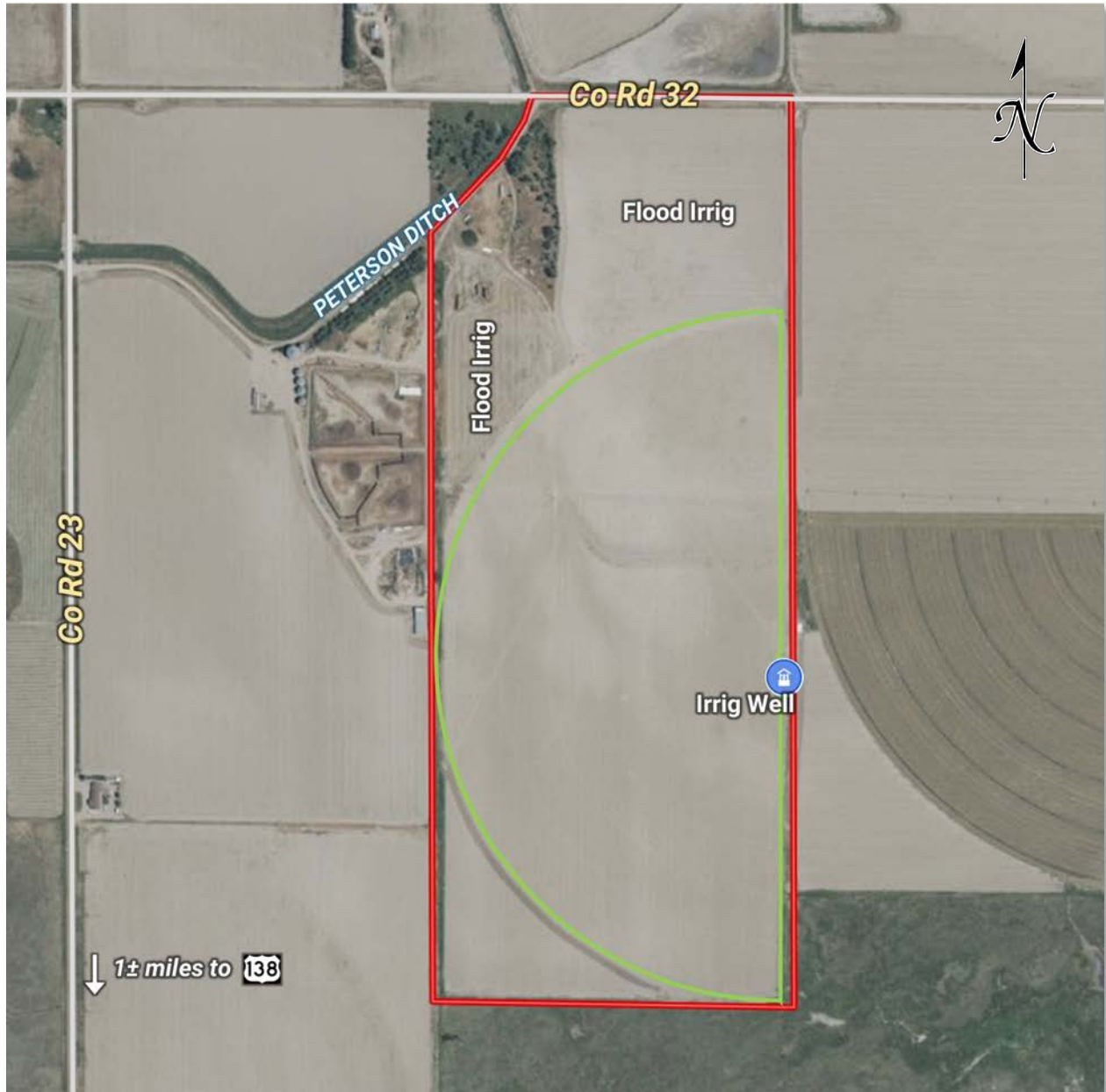
Starting Bid:

\$325,000



**Parcel
#2**

Parcel Map



Parcel Information

**Parcel
#2**

Legal Description:

E1/2W1/2 of Section 1, Township 11 North, Range 46 West of the 6th PM, Sedgwick County, CO.

See Pages 73-97 for legal description, title commitment, and title exceptions.

Acreage:

58.5± Ac Pivot Irrigated

27.9± Ac Flood Irrigated

7.6± Ac Roads/Waste

94.0± TOTAL

Land Tenure:

See Soils Map on Page 9.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$740.74.

Irrigation Water & Equipment:

Irrigation Well Permit #13068F appropriated for 250 ac-ft. Equipment includes a 7-tower Rein-ke sprinkler, 40 HP electric motor and pump. Sedgwick County Well Users. See Pages 10-13 for copy of well permit and 2023 TFM test. Seller to convey their gated pipe.

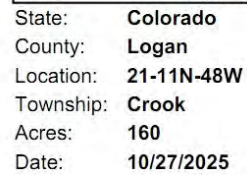
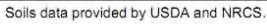
Comments:

Tenant has right to graze corn stalks on the property.

Starting Bid:

\$300,000





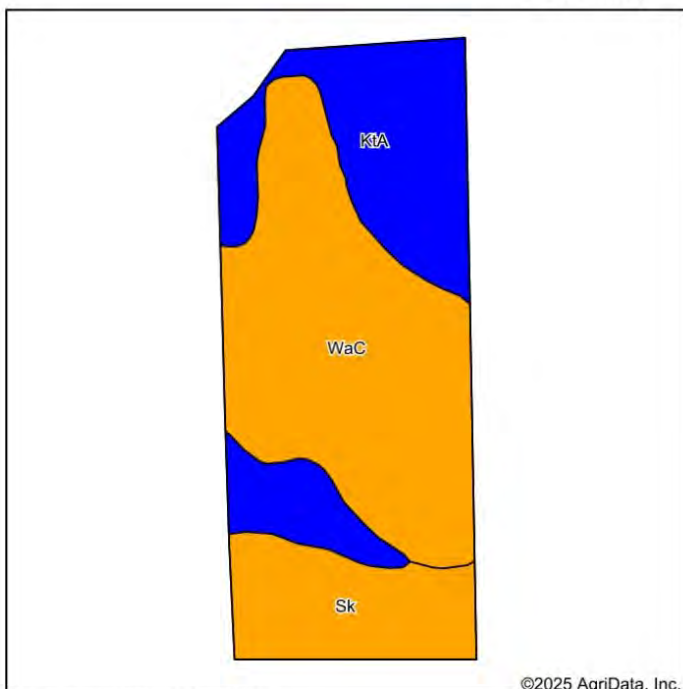
 **surety**[®]
CUSTOMIZED ONLINE MAPPING
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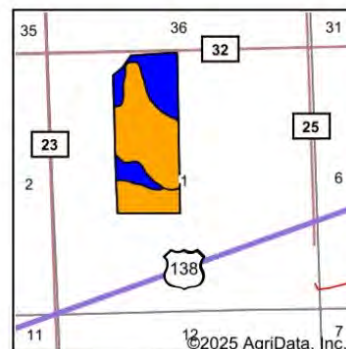
Weighted Average	3.49	60.1
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Soils Map

**Parcel
#2**



Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Sedgwick**
Location: **1-11N-46W**
Township: **Julesburg**
Acres: **94**
Date: **10/27/2025**

Maps Provided By:



Area Symbol: CO115, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Irrigated Bu
WaC	Wages gravelly loam, 3 to 5 percent slopes	47.94	51.0%		IIIe	145
KtA	Keith and tripp loams, 0 to 1 percent slopes	29.79	31.7%		IIc	175
Sk	Marksbutte fine sandy loam, 0 to 3 percent slopes	16.27	17.3%		IIIw	125
Weighted Average					2.68	151



Well Permit #13068-F

Parcel
#2

LOG AND HISTORY

WELL LOG

Ground Elevation _____

Type Drilling Reverse rotary

From	To	Type of Material	Water Loc.	Perf.
0	3	Top soil		
3	63	Gravel	X	X
63	64	Shale		X

WELL DATA

Date Started August, 1954

Date Completed August, 1954

Hole Diameter:

36 in. from 0 ft. to 64 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Cemented from _____

Plain Casing
 Size 18, kind Steel from 0 ft. to 44 ft.

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

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

Perforated Casing
 Size 18, kind Steel from 44 ft. to 64 ft.

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

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

TEST DATA

Date Tested August, 1954

Type of Pump Turbine

Length of Test 3 hrs.

Constant Yield 1500GPM

Drawdown to 60 ft.

PUMP DATA (To be filled in)

Type of Pump Turbine

Outlet Size 8"

Driven by Electric motor

Horsepower 20

Use additional paper if necessary to complete log and attach.

WELL DRILLERS STATEMENT

DEPTH TO WATER 16 ft.

TOTAL DEPTH 64 ft.

State of Colorado)
 County of Logan) ss

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

Stewart Drilling Co

License No. 66

Subscribed and sworn to before me this 20th day of May, 1968.

My Commission expires My Commission expires June 23, 1970

Elsie E. Stewart
 Notary Public

FORM TO BE MADE OUT IN QUADRUPLICATE:

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

RECEIVED
MAY 23 1968
GROUND WATER SECT.
COLORADO
STATE ENGINEER

APPLICATION FOR:

- ☐ A PERMIT TO USE GROUND WATER
☐ A PERMIT TO CONSTRUCT A WELL
☐ REPLACEMENT FOR NO. _____
 (Reason)
☒ OTHER LATE REGISTRATION

PRINT OR TYPE

APPLICANT Charles Haag
 Street Address Rt 1 Box 84
 City & State Ovid, Colorado
 Use of ground water Irrigation
 Owner of land on which well
 is located _____
 Number of acres
 to be irrigated 86
 Legal description of some in the NE $\frac{1}{4}$, all of
 irrigated land SE $\frac{1}{4}$ and part of NE $\frac{1}{4}$ of SW $\frac{1}{4}$
 Other water rights on
 this land _____
 Owner of irrigated
 land Charles Haag
 Aquifer(s) ground water is to be obtained
 from _____

ESTIMATED WELL DATA

Est. quantity of ground water to be claimed:
 Est. Max. Yield 1900 GPM or CFS
 Est. average annual amount to be
 used in acre-feet 258
 Storage capacity _____ AF

Anticipated start of drilling August 1954Hole Diameter:

36 in. from 0 ft. to 64 ft.
 _____ in. from _____ ft. to _____ ft.

Casing:

*Plain 18 in. from 0 ft. to 44 ft.
 _____ in. from _____ ft. to _____ ft.
 Perf. 18 in. from 44 ft. to 64 ft.
 _____ in. from _____ ft. to _____ ft.

PUMP DATA:

Type Turbine HP 20 Outlet Size 8"

FOR STATE ENGINEER OR COMMISSION USE

LOCATION OF WELL

COUNTY Sedgewick
 NE $\frac{1}{4}$, NW $\frac{1}{4}$, sec. 1
 T. 11N, R. 46W, 6 P.M.
 Street or
 Lot & Block _____
 City or
 Subdivision _____
 Ground Water Basin Julesburg
 Water Management
 District _____

LOCATE WELL ON THE BACK OF THIS SHEET

Driller Stewart Drilling Co No. 66
 Driller's
 Address R. R. 3, Sterling, Colo 80751

Charles Haag
 Signature of Applicant

CONDITIONS OF APPROVALNO. GW 3487

APPLICATION APPROVED:

VALID FOR ONE (1) YEAR AFTER DATE ISSUED
 UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO
 THE ISSUING AGENCY

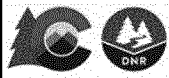
PERMIT NO. 013068 F CONDITIONAL ☐

DATE ISSUED JUN 19 1968

STATE ENGINEER Ralph Owens or CHAIRMAN GROUND
 WATER COMMISSION

By Harlan Walker

APPLICATION MUST BE COMPLETED SATISFACTORILY BEFORE ACCEPTANCE



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

METER LOCATION AND ASSOCIATED WELL INFORMATION:

Well Description

PERMIT 13068

WDID 1: 6405590

WDID 2:

WDID 3:

WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: 64739

New Seal No.: 86828

Other:

Seal No.

New Seal No.

Register Seal No.:

New Seal No.:

Other:

Seal No.

New Seal No.

REPLACEMENT OF EXISTING TFM (TFM ONLY):

Date New TFM Installed:

Date Previous TFM Removed:

Removed Meter Serial No:

Removed Register Serial No.:

Prev. TFM: ☐ Reading ☐ Estimate

NEW METER INFORMATION

Manufacturer:

Model:

Multiplier:

No. Digits:

Initial TFM Reading:

INSTALLED TFM (TFM ONLY) Units:

☒ Ac-Ft

☐ Gal

☐ Ac-In

☐ Cu-Ft

Meter Serial No: 14-16271

Register Serial No.:

na

K-Factor (if adjusted):

na

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 8.000 "

Wall Thickness: 0.169 "

ID: 7.662 "

TEST METER (COLLINS TUBE): ☐ Standard ☐ Overhung

GPM Factor:

Stop Clamp Settings:

	1	2	3	4	5	6	7	8	9	10
Front:										
Back:										
	2-Point	2-Point	2-Point							10-Point
Avg. of F/B:										

Avg. Collins: x GPM factor

Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
	Acft	(min:sec)		
Stop:	719.0680	15 : 42.00		
Start:	719.0380	0 : 0.00		
Total:	0.0300	15.70 (Dec. Min.)		
	622.6	Avg. QJ (gpm) (0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting:	6.004
			Scale Factor:	1
Stop:	10,003.6	15 : 34.00	Test Material:	Carbon steel
Start:	0.0	0 : 0.00	Avg. QT (gpm) (0,000.0)	642.5
Total:	10,003.6	15.57 (Dec. Min.)		

CALIBRATION COEFFICIENT (TFM ONLY)

$$QT = \frac{642.5}{622.6} = 1.032 \text{ (to 0.000)}$$

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

STABILIZATION (PCC ONLY)

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

DETERMINATION OF PD AND PCC (PCC ONLY)

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

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

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

Sprinkler End Gun: ☐ On ☐ Off ☐ None

POWER METER INFORMATION (PCC ONLY):

Serial No.

Reading

Power Company

Multiplier:

USER CONTACT:

Name/Entity:

Mike McKinley

Phone No.:

970-580-0731

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

Tester Name: LarryFrame

Date of Well Test: 08/05/2023

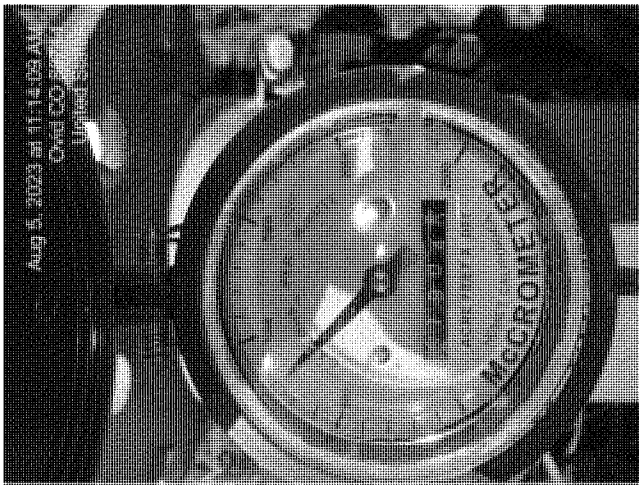
Test Meter Serial No.:

A1K5656T



COMMENTS:

WELL RUNNING TO PIVOT



Aug 5, 2023 at 11:14:09 AM
Ovid, CO 80744
United States



Aug 5, 2023 at 11:14:17 AM
Ovid, CO 80744
United States

Contract to Buy & Sell Real Estate (Land)

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

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

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

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

known as: _____
Street Address City State Zip

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

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

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

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

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

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

53 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
54 applicable legal instrument.

55 **2.5.4. Leased Items.** ~~The following personal property is currently leased to Seller which will be transferred to Buyer~~
56 ~~at Closing (Leased Items):~~

57
58
59
60
61 Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
62 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
63 receive such approval this Contract terminates.

64
65 ☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
66 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
67 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar
68 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
69 before Closing. If Buyer does not receive such approval this Contract terminates.

70
71 **2.6. Exclusions.** The following items are excluded (Exclusions):

72
73
74
75 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

76 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

77
78
79
80 ~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

81 ☐ **2.7.2. Other Rights Relating to Water.** ~~The following rights relating to water not included in §§ 2.7.1., 2.7.3.,~~
82 ~~2.7.4. and 2.7.5., will be transferred to Buyer at Closing:~~

83
84
85
86
87
88 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. ~~Buyer understands that if~~
89 ~~the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes;~~
90 ~~Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered~~
91 ~~with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a~~
92 ~~registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in~~
93 ~~connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is~~

94
95 ☐ **2.7.4. Water Stock.** ~~The water stock to be transferred at Closing are as follows:~~

96
97
98
99 **2.7.5. Water and Sewer Taps.** ~~The parties agree that water and sewer taps listed below for the Property are being~~
100 ~~conveyed as part of the Purchase Price as follows:~~

101
102
103
104 ~~If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of~~
105 ~~the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.~~

106 **2.7.6. Conveyance.** ~~If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water);~~
107 ~~§ 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by~~
108 ~~executing the applicable legal instrument at Closing.~~

109 **2.7.7. Water Rights Review.** ~~Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory~~
110 ~~to Buyer on or before the Water Rights Examination Deadline.~~

111 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

112
113
114
115

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

117 **3.1. Dates and Deadlines.**

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

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

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5. New Loan. (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**.

207 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
208 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
209 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
210 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

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

215

TRANSACTION PROVISIONS

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

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

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

222 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
223 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
224 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
225 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
226 satisfactory to Buyer, in Buyer's sole subjective discretion.

227 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
228 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
229 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
230 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
231 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
232 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
233 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
234 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
235 Survey).

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

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

254 **6. APPRAISAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

408 **8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing or
409 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
410 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
411 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
412 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
413 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
414 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
415 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
416 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
417 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** ~~If any third party has a right to purchase the Property (e.g., right of first~~
419 ~~refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a~~
420 ~~right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of~~
421 ~~such right. If the third party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase~~
422 ~~is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly~~
423 ~~notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred~~
424 ~~on or before Third Party Right to Purchase/Approve Deadline, this Contract will then terminate. Seller will supply to Buyer, in~~
425 ~~writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

426 **8.7. Right to Object to Title, Resolution.** ~~Buyer has a right to object or terminate, in Buyer's sole subjective discretion,~~
427 ~~based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)~~
428 ~~and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the~~
429 ~~applicable deadline, Buyer has the following options:~~

430 **8.7.1. Title Objection, Resolution.** ~~If Seller receives Buyer's written notice objecting to any title matter (Notice of~~
431 ~~Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or~~
432 ~~before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives~~
433 ~~Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and~~
434 ~~waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title~~
435 ~~Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF 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.

10.6. Due Diligence.

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

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

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

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

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

10.6.1.5. Septic Use Permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **10.6.1.6.13.** Other:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

677

CLOSING PROVISIONS

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

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

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

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

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

692 12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
693 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
694 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

706 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
707 **WITHHOLDING.**

708 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
709 to be paid at Closing, except as otherwise provided herein.

710 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
711 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

712 15.3. ~~Association Fees and Required Disbursements.~~ At least fourteen days prior to ~~Closing Date~~, Seller agrees to
713 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
714 associated with or specified in the Status Letter will be paid as follows:

715 15.3.1. ~~Status Letter Fee.~~ Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

716 15.3.2. ~~Record Change Fee.~~ Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
717 **and One-Half by Seller** ☐ **N/A.**

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

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

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

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

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

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

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

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

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet

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

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

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

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

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

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

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1 As stated in Detta Helmsing Estate Pivot Irrigated Land Auction Due Diligence Packet Printed November 14, 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

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

934
935
936
937
938
939
940
941 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
942

943
944

SIGNATURES

945 Buyer's Name: _____ Buyer's Name: _____

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

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

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

Seller's Name: _____ Seller's Name: _____

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

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

947
948

END OF CONTRACT TO BUY AND SELL REAL ESTATE
--

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.:

Fax No.:

Email Address:

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Detta Helmsing Estate Pivot Irrigated Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held November 20, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Detta Helmsing Estate Pivot Irrigated Land Auction Due Diligence Packet Printed November 14, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

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

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

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

Brokerage Disclosure

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

_____.

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

☐ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

☐ **Customer.** Broker is the ☐ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

☐ **Customer for Broker's Listings – Transaction Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

☐ **Transaction Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS BROKERAGE DISCLOSURE TO BUYER IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

Title Commitments

- ◆ Parcel #1
- ◆ Parcel #2





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

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

Issuing Agent: **Northeast Colorado Title Company, LLC**

Issuing Office: **Northeast Colorado Title Company, LLC**

Issuing Office's ALTA Registry ID:

Loan ID Number:

Issuing Office File Number: **254812**

Property Address: **SE1/4 of Section 21-11-48 Logan County, CO**

Revision Number: 1

SCHEDULE A

1. Commitment Date: **October 27, 2025, at 7:00 am**
2. Policy to be Issued: **TO BE DETERMINED**
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
[Estate of Detta L. Helmsing](#)
and, as disclosed in the Public Records, has been since **December 19, 1980**
5. The Land is described as follows:
SE1/4 of Section 21, Township 11 North, Range 48 West of the Sixth P.M., Logan County, Colorado

Premiums

**To Be Determined
Commitment**

\$300.00

\$300.00

WESTCOR LAND TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

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

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SCHEDULE B, PART II - Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Reservations, if any, as stated in State of Colorado Patent No. [51758](#) dated February 26, 1897.
10. Right of Way Deed granted to The Board of County Commissioners of the County of Logan and State of Colorado recorded in Book 24 at Page 157, [Reception No. 72017](#) of the Logan County, Colorado records.
11. Mineral Deed between Viggo Smith and Bob Kintz recorded May 13, 1955 in Book 458 at Page 403, [Reception No. 383598](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
12. Decree for Specific Performance No. 3121 In the County Court In and For The County of Logan and State of Colorado recorded March 30, 1959 in Book 514 at Page 485, [Reception No. 412180](#); and Order Amending Decree for Specific Performance No. 3121 In the County Court In and For The County of Logan and State of Colorado recorded April 20, 1959 in Book 515 at Page 411, [Reception No. 412703](#).
13. Reserving unto Andrew Hershfeltdt, Jr., Veronica Hershfeltdt, Manual Hershfeltdt, Mary Devie, Katrina Mari, Annie Klug, Florence Kippes, John Hershfeltdt, Frances Amen, Rosie Polfer, and Helen Hershfeltdt one-half of the oil, gas and mineral rights lying in, under or upon the said premises together with a right of ingress and egress for the purpose of drilling for, mining, for, and exploring for said minerals, and shall be entitled to one-half of all lease payments, bonus payments, royalty or production, under any oil and gas lease on said premises as stated in Deed of Administrator De Bonis Non recorded May 22, 1959 in Book 517 at Page 22, [Reception No. 413478](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

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14. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#), of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
15. Highline Electric Association Irrigation Power Contract recorded September 10, 2001 in Book 935 at Page 796, [Reception No. 647742](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
16. Taxes and assessments for the year 2025 a lien but not yet due and payable.

Accession	Names	Date	Doc #	State	Meridian	Twp - Rng	Aliquots	Sec. #	County
COCOA 051758	UNION PACIFIC RAILWAY COMPANY	2/26/1897	5	CO	6th PM	008N - 045W	S½N½	3	Phillips
						008N - 045W	N½S½	3	Phillips
						009N - 045W	S½	1	Sedgwick
						009N - 045W	S½N½	1	Sedgwick
						009N - 045W	S½	3	Sedgwick
						009N - 045W	S½N½	3	Sedgwick
						009N - 045W	S½	5	Sedgwick
						009N - 045W	S½NW¼	5	Sedgwick
						009N - 045W	E½	7	Sedgwick
						009N - 045W	E½W½	7	Sedgwick
						009N - 045W		9	Sedgwick
						009N - 045W		11	Sedgwick
						009N - 045W		13	Sedgwick
						009N - 045W		15	Sedgwick
						009N - 045W		17	Sedgwick
						009N - 045W	E½	19	Phillips
						009N - 045W	E½W½	19	Phillips
						009N - 045W	E½	23	Phillips
						009N - 045W		25	Phillips
						009N - 045W		27	Phillips
						009N - 045W	S½	29	Phillips
						009N - 045W		33	Phillips
						009N - 045W		35	Phillips
						009N - 046W	S½	1	Sedgwick
						009N - 046W	S½N½	1	Sedgwick
						009N - 046W	SW¼	3	Sedgwick
						009N - 046W	S½NW¼	3	Sedgwick
						009N - 046W	S½	5	Sedgwick
						009N - 046W	S½N½	5	Sedgwick
						009N - 046W		9	Sedgwick
						009N - 046W		11	Sedgwick
						009N - 046W		13	Sedgwick
						009N - 046W	N½	15	Sedgwick
						009N - 046W	SE¼	15	Sedgwick
						009N - 046W	N½	17	Sedgwick
						009N - 046W	N½S½	23	Phillips
						009N - 046W	N½S½	23	Phillips
						009N - 046W		25	Phillips
						010N - 045W	SE¼	1	Sedgwick
						010N - 045W	S½NE¼	1	Sedgwick
						010N - 045W	S½NE¼	3	Sedgwick
						010N - 045W	S½	5	Sedgwick
						010N - 045W	S½N½	5	Sedgwick
						010N - 045W	SE¼	7	Sedgwick
						010N - 045W	E½W½	7	Sedgwick
						010N - 045W		11	Sedgwick
						010N - 045W		13	Sedgwick
						010N - 045W		15	Sedgwick
						010N - 045W		17	Sedgwick

010N - 045W	E½	19	Sedgwick
010N - 045W	E½W½	19	Sedgwick
010N - 045W		21	Sedgwick
010N - 045W		25	Sedgwick
010N - 045W		27	Sedgwick
010N - 045W		29	Sedgwick
010N - 045W	E½	31	Sedgwick
010N - 045W	E½W½	31	Sedgwick
010N - 045W		35	Sedgwick
010N - 046W	S½	1	Sedgwick
010N - 046W	S½N½	1	Sedgwick
010N - 046W	S½	3	Sedgwick
010N - 046W	S½N½	3	Sedgwick
010N - 046W	S½	5	Sedgwick
010N - 046W	S½N½	5	Sedgwick
010N - 046W	NE¼	7	Sedgwick
010N - 046W	E½W½	7	Sedgwick
010N - 046W		9	Sedgwick
010N - 046W	N½	11	Sedgwick
010N - 046W	SE¼	11	Sedgwick
010N - 046W		13	Sedgwick
010N - 046W		15	Sedgwick
010N - 046W	E½	17	Sedgwick
010N - 046W	NE¼	19	Sedgwick
010N - 046W		21	Sedgwick
010N - 046W		23	Sedgwick
010N - 046W		25	Sedgwick
010N - 046W		27	Sedgwick
010N - 046W	E½	31	Sedgwick
010N - 046W	W½	33	Sedgwick
010N - 046W		35	Sedgwick
010N - 047W	S½	1	Sedgwick
010N - 047W	S½N½	1	Sedgwick
010N - 047W	S½	3	Sedgwick
010N - 047W	S½N½	3	Sedgwick
010N - 047W	S½	5	Sedgwick
010N - 047W	S½N½	5	Sedgwick
010N - 047W		9	Sedgwick
010N - 047W		11	Sedgwick
010N - 047W		13	Sedgwick
010N - 047W		15	Sedgwick
010N - 047W	N½	35	Sedgwick
010N - 048W	S½N½	5	Logan
010N - 049W	S½N½	1	Logan
010N - 049W	S½N½	3	Logan
010N - 049W	S½	5	Logan
010N - 049W	S½N½	5	Logan
011N - 045W	S½	1	Sedgwick
011N - 045W	S½N½	1	Sedgwick
011N - 045W	SE¼	3	Sedgwick
011N - 045W	S½N½	3	Sedgwick

011N - 045W	N½SW¼	3	Sedgwick
011N - 045W	SE¼SW¼	3	Sedgwick
011N - 045W	S½N½	5	Sedgwick
011N - 045W	N½S½	5	Sedgwick
011N - 045W	SE¼	7	Sedgwick
011N - 045W	E½SW¼	7	Sedgwick
011N - 045W	S½	9	Sedgwick
011N - 045W	N½N½	11	Sedgwick
011N - 045W		15	Sedgwick
011N - 045W	SE¼	31	Sedgwick
011N - 045W	E½SW¼	31	Sedgwick
011N - 045W	S½	35	Sedgwick
011N - 046W	SW¼	1	Sedgwick
011N - 046W	S½N½	1	Sedgwick
011N - 046W	N½SE¼	1	Sedgwick
011N - 046W	S½	3	Sedgwick
011N - 046W	S½N½	3	Sedgwick
011N - 046W	S½	5	Sedgwick
011N - 046W	S½N½	5	Sedgwick
011N - 046W	E½	7	Sedgwick
011N - 046W	E½W½	7	Sedgwick
011N - 046W		9	Sedgwick
011N - 046W	SE¼SE¼	11	Sedgwick
011N - 046W		15	Sedgwick
011N - 046W		17	Sedgwick
011N - 046W	E½	19	Sedgwick
011N - 046W	E½W½	19	Sedgwick
011N - 046W		21	Sedgwick
011N - 046W		27	Sedgwick
011N - 046W		29	Sedgwick
011N - 046W	E½	31	Sedgwick
011N - 046W	E½W½	31	Sedgwick
011N - 046W		33	Sedgwick
011N - 046W	S½	35	Sedgwick
011N - 046W	W½NW¼	35	Sedgwick
011N - 047W	S½	1	Sedgwick
011N - 047W	S½N½	1	Sedgwick
011N - 047W	S½	3	Sedgwick
011N - 047W	S½N½	3	Sedgwick
011N - 047W	SE¼	5	Sedgwick
011N - 047W	S½NE¼	5	Sedgwick
011N - 047W	E½	7	Sedgwick
011N - 047W	E½W½	7	Sedgwick
011N - 047W		9	Sedgwick
011N - 047W		11	Sedgwick
011N - 047W		13	Sedgwick
011N - 047W		15	Sedgwick
011N - 047W		17	Sedgwick
011N - 047W	E½	19	Sedgwick
011N - 047W	E½W½	19	Sedgwick
011N - 047W		21	Sedgwick

011N - 047W		23	Sedgwick
011N - 047W	S½	25	Sedgwick
011N - 047W	NE¼	25	Sedgwick
011N - 047W	S½	27	Sedgwick
011N - 047W	NE¼	27	Sedgwick
011N - 047W		29	Sedgwick
011N - 047W	E½	31	Sedgwick
011N - 047W	E½W½	31	Sedgwick
011N - 047W		33	Sedgwick
011N - 047W		35	Sedgwick
011N - 048W	S½	1	Logan
011N - 048W	S½N½	1	Logan
011N - 048W	S½	3	Logan
011N - 048W	S½N½	3	Logan
011N - 048W	S½	5	Logan
011N - 048W	S½N½	5	Logan
011N - 048W	E½	7	Logan
011N - 048W	E½W½	7	Logan
011N - 048W		9	Logan
011N - 048W		11	Logan
011N - 048W		13	Logan
011N - 048W		15	Logan
011N - 048W		17	Logan
011N - 048W	E½	19	Logan
011N - 048W	E½W½	19	Logan
011N - 048W		21	Logan
011N - 048W		23	Logan
011N - 048W		25	Logan
011N - 048W		27	Logan
011N - 048W		29	Logan
011N - 048W	E½	31	Logan
011N - 048W	E½W½	31	Logan
011N - 048W		33	Logan
011N - 048W	W½	35	Logan
011N - 048W	SE¼	35	Logan
011N - 049W	S½	1	Logan
011N - 049W	S½N½	1	Logan
011N - 049W	S½	3	Logan
011N - 049W	S½N½	3	Logan
011N - 049W	SE¼	5	Logan
011N - 049W	S½NE¼	5	Logan
011N - 049W	E½	7	Logan
011N - 049W	E½W½	7	Logan
011N - 049W		11	Logan
011N - 049W	W½	13	Logan
011N - 049W		15	Logan
011N - 049W		17	Logan
011N - 049W	E½	19	Logan
011N - 049W	E½W½	19	Logan
011N - 049W		21	Logan
011N - 049W		23	Logan

011N - 049W		25	Logan
011N - 049W		27	Logan
011N - 049W		29	Logan
011N - 049W	E½	31	Logan
011N - 049W	E½W½	31	Logan
012N - 044W		25	Sedgwick
012N - 044W		27	Sedgwick
012N - 044W	E½	31	Sedgwick
012N - 044W	E½W½	31	Sedgwick
012N - 044W	SE¼	33	Sedgwick
012N - 044W		35	Sedgwick
012N - 045W	S½SE¼	19	Sedgwick
012N - 045W	S½S½	21	Sedgwick
012N - 045W	S½S½	23	Sedgwick
012N - 045W		25	Sedgwick
012N - 045W		27	Sedgwick
012N - 045W	W½	29	Sedgwick
012N - 045W	SE¼	29	Sedgwick
012N - 045W	E½	31	Sedgwick
012N - 045W	E½SW¼	31	Sedgwick
012N - 045W		33	Sedgwick
012N - 045W		35	Sedgwick
012N - 046W		27	Sedgwick
012N - 046W	E½	31	Sedgwick
012N - 046W	E½W½	31	Sedgwick
012N - 046W	S½	33	Sedgwick
012N - 046W	SE¼	35	Sedgwick
012N - 047W		25	Sedgwick
012N - 047W		27	Sedgwick
012N - 047W		29	Sedgwick
012N - 047W	E½	31	Sedgwick
012N - 047W	E½W½	31	Sedgwick
012N - 048W	S½SE¼	19	Logan
012N - 048W	SE¼SW¼	19	Logan
012N - 048W	S½S½	21	Logan
012N - 048W	S½S½	23	Logan
012N - 048W		25	Logan
012N - 048W		27	Logan
012N - 048W		29	Logan
012N - 048W	E½	31	Logan
012N - 048W	E½W½	31	Logan
012N - 048W		33	Logan
012N - 048W		35	Logan
008N - 045W	Lot/Tct 1	3	Phillips
008N - 045W	Lot/Tct 2	3	Phillips
008N - 045W	Lot/Tct 3	3	Phillips
008N - 045W	Lot/Tct 4	3	Phillips
008N - 045W	Lot/Tct 5	3	Phillips
008N - 045W	Lot/Tct 6	3	Phillips
008N - 045W	Lot/Tct 7	3	Phillips
008N - 045W	Lot/Tct 8	3	Phillips

009N - 045W	Lot/Trct 1	1	Sedgwick
009N - 045W	Lot/Trct 2	1	Sedgwick
009N - 045W	Lot/Trct 3	1	Sedgwick
009N - 045W	Lot/Trct 4	1	Sedgwick
009N - 045W	Lot/Trct 1	3	Sedgwick
009N - 045W	Lot/Trct 2	3	Sedgwick
009N - 045W	Lot/Trct 3	3	Sedgwick
009N - 045W	Lot/Trct 4	3	Sedgwick
009N - 045W	Lot/Trct 3	5	Sedgwick
009N - 045W	Lot/Trct 4	5	Sedgwick
009N - 045W	Lot/Trct 1	7	Sedgwick
009N - 045W	Lot/Trct 2	7	Sedgwick
009N - 045W	Lot/Trct 3	7	Sedgwick
009N - 045W	Lot/Trct 4	7	Sedgwick
009N - 045W	Lot/Trct 1	19	Phillips
009N - 045W	Lot/Trct 2	19	Phillips
009N - 045W	Lot/Trct 3	19	Phillips
009N - 045W	Lot/Trct 4	19	Phillips
009N - 046W	Lot/Trct 1	1	Sedgwick
009N - 046W	Lot/Trct 2	1	Sedgwick
009N - 046W	Lot/Trct 3	1	Sedgwick
009N - 046W	Lot/Trct 4	1	Sedgwick
009N - 046W	Lot/Trct 3	3	Sedgwick
009N - 046W	Lot/Trct 4	3	Sedgwick
009N - 046W	Lot/Trct 1	5	Sedgwick
009N - 046W	Lot/Trct 2	5	Sedgwick
009N - 046W	Lot/Trct 3	5	Sedgwick
009N - 046W	Lot/Trct 4	5	Sedgwick
010N - 045W	Lot/Trct 1	1	Sedgwick
010N - 045W	Lot/Trct 2	1	Sedgwick
010N - 045W	Lot/Trct 1	3	Sedgwick
010N - 045W	Lot/Trct 2	3	Sedgwick
010N - 045W	Lot/Trct 1	5	Sedgwick
010N - 045W	Lot/Trct 2	5	Sedgwick
010N - 045W	Lot/Trct 3	5	Sedgwick
010N - 045W	Lot/Trct 4	5	Sedgwick
010N - 045W	Lot/Trct 1	7	Sedgwick
010N - 045W	Lot/Trct 2	7	Sedgwick
010N - 045W	Lot/Trct 3	7	Sedgwick
010N - 045W	Lot/Trct 4	7	Sedgwick
010N - 045W	Lot/Trct 1	19	Sedgwick
010N - 045W	Lot/Trct 2	19	Sedgwick
010N - 045W	Lot/Trct 3	19	Sedgwick
010N - 045W	Lot/Trct 4	19	Sedgwick
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010N - 045W	Lot/Trct 2	31	Sedgwick
010N - 045W	Lot/Trct 3	31	Sedgwick
010N - 045W	Lot/Trct 4	31	Sedgwick
010N - 046W	Lot/Trct 1	1	Sedgwick
010N - 046W	Lot/Trct 2	1	Sedgwick
010N - 046W	Lot/Trct 3	1	Sedgwick

010N - 046W	Lot/Trct 4	1	Sedgwick
010N - 046W	Lot/Trct 1	3	Sedgwick
010N - 046W	Lot/Trct 2	3	Sedgwick
010N - 046W	Lot/Trct 3	3	Sedgwick
010N - 046W	Lot/Trct 4	3	Sedgwick
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010N - 049W	Lot/Trct 1	3	Logan
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010N - 049W	Lot/Trct 3	3	Logan
010N - 049W	Lot/Trct 4	3	Logan
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010N - 049W	Lot/Trct 2	5	Logan
010N - 049W	Lot/Trct 3	5	Logan
010N - 049W	Lot/Trct 4	5	Logan
011N - 045W	Lot/Trct 1	1	Sedgwick
011N - 045W	Lot/Trct 2	1	Sedgwick
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011N - 045W	Lot/Trct 4	1	Sedgwick
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011N - 045W	Lot/Trct 1	7	Sedgwick
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011N - 045W	Lot/Trct 7	11	Sedgwick
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011N - 045W	Lot/Trct 9	11	Sedgwick
011N - 045W	Lot/Trct 1	31	Sedgwick
011N - 045W	Lot/Trct 2	31	Sedgwick
011N - 045W	Lot/Trct 3	31	Sedgwick
011N - 045W	Lot/Trct 4	31	Sedgwick
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011N - 045W	Lot/Trct 6	31	Sedgwick
011N - 045W	Lot/Trct 1	35	Sedgwick
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011N - 046W	Lot/Trct 11	11	Sedgwick
011N - 046W	Lot/Trct 12	11	Sedgwick
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011N - 046W	Lot/Trct 4	19	Sedgwick
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011N - 046W	Lot/Trct 4	23	Sedgwick
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011N - 046W	Lot/Trct 4	31	Sedgwick
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011N - 047W	Lot/Trct 2	7	Sedgwick
011N - 047W	Lot/Trct 3	7	Sedgwick
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011N - 047W	Lot/Trct 4	19	Sedgwick
011N - 047W	Lot/Trct 1	31	Sedgwick

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011N - 048W	Lot/Trct 1	1	Logan
011N - 048W	Lot/Trct 2	1	Logan
011N - 048W	Lot/Trct 3	1	Logan
011N - 048W	Lot/Trct 4	1	Logan
011N - 048W	Lot/Trct 1	3	Logan
011N - 048W	Lot/Trct 2	3	Logan
011N - 048W	Lot/Trct 3	3	Logan
011N - 048W	Lot/Trct 4	3	Logan
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011N - 048W	Lot/Trct 2	5	Logan
011N - 048W	Lot/Trct 3	5	Logan
011N - 048W	Lot/Trct 4	5	Logan
011N - 048W	Lot/Trct 1	7	Logan
011N - 048W	Lot/Trct 2	7	Logan
011N - 048W	Lot/Trct 3	7	Logan
011N - 048W	Lot/Trct 4	7	Logan
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011N - 048W	Lot/Trct 4	31	Logan
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011N - 049W	Lot/Trct 4	1	Logan
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011N - 049W	Lot/Trct 2	5	Logan
011N - 049W	Lot/Trct 1	7	Logan
011N - 049W	Lot/Trct 2	7	Logan
011N - 049W	Lot/Trct 3	7	Logan
011N - 049W	Lot/Trct 4	7	Logan
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011N - 049W	Lot/Trct 2	19	Logan
011N - 049W	Lot/Trct 3	19	Logan
011N - 049W	Lot/Trct 4	19	Logan
011N - 049W	Lot/Trct 1	31	Logan
011N - 049W	Lot/Trct 2	31	Logan
011N - 049W	Lot/Trct 3	31	Logan
011N - 049W	Lot/Trct 4	31	Logan
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012N - 044W	Lot/Trct 5	19	Sedgwick

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012N - 044W	Lot/Trct 2	21	Sedgwick
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012N - 044W	Lot/Trct 4	21	Sedgwick
012N - 044W	Lot/Trct 1	23	Sedgwick
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012N - 045W	Lot/Trct 2	23	Sedgwick
012N - 045W	Lot/Trct 3	31	Sedgwick
012N - 045W	Lot/Trct 4	31	Sedgwick
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012N - 045W	Lot/Trct 2	19	Sedgwick
012N - 045W	Lot/Trct 3	19	Sedgwick
012N - 045W	Lot/Trct 4	19	Sedgwick
012N - 045W	Lot/Trct 1	21	Sedgwick
012N - 045W	Lot/Trct 2	21	Sedgwick
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012N - 045W	Lot/Trct 4	21	Sedgwick
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012N - 045W	Lot/Trct 3	31	Sedgwick
012N - 045W	Lot/Trct 4	31	Sedgwick
012N - 045W	Lot/Trct 1	35	Sedgwick
012N - 045W	Lot/Trct 2	35	Sedgwick
012N - 045W	Lot/Trct 3	35	Sedgwick
012N - 045W	Lot/Trct 4	35	Sedgwick
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012N - 047W	Lot/Trct 4	19	Sedgwick
012N - 047W	Lot/Trct 1	23	Sedgwick
012N - 047W	Lot/Trct 2	23	Sedgwick
012N - 047W	Lot/Trct 1	31	Sedgwick
012N - 047W	Lot/Trct 2	31	Sedgwick
012N - 047W	Lot/Trct 3	31	Sedgwick

						012N - 047W	Lot/Trct 4	31	Sedgwick
						012N - 048W	Lot/Trct 1	19	Logan
						012N - 048W	Lot/Trct 2	19	Logan
						012N - 048W	Lot/Trct 3	19	Logan
						012N - 048W	Lot/Trct 1	21	Logan
						012N - 048W	Lot/Trct 2	21	Logan
						012N - 048W	Lot/Trct 1	23	Logan
						012N - 048W	Lot/Trct 2	23	Logan
						012N - 048W	Lot/Trct 1	31	Logan
						012N - 048W	Lot/Trct 2	31	Logan
						012N - 048W	Lot/Trct 3	31	Logan
						012N - 048W	Lot/Trct 4	31	Logan

No. 72017

Know all Men by these Presents, That Leon S. Boyzant
 of the County of Logan and State of Colorado in consideration of the sum of
One DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do
 hereby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and State
of Colorado and its successors and assigns, the following described Real Estate in Logan
 County, State of Colorado to wit:
A strip of ground twenty five feet wide, it being twenty five feet on each side of the center line of the Railroad of said Company as located
upon off of the South side of the South East quarter
of Section No. 21 in Town No. 11 N. Range No. 48 W. of the Sixth P. M., to have and to hold the same unto the said
Board of County Commissioners and its successors and assigns forever. And in addition to the right of way described above hereby grant, for
and heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four months, each and
every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said Railroad, as
now located on above described land; said term of four months to begin November 15th and end March 15th each year.
 IN WITNESS WHEREOF We have hereunto set my hands and seal, this 25th day of
November A. D. 1915.

Signed, Sealed and Delivered in Presence of

E. L. Stickney

Leon S. Boyzant

THE STATE OF Colorado }
Logan COUNTY, } ss.

On this 25th day of November A. D. 1915, before me Eugene L. Stickney
 a Notary Public duly appointed and qualified for and residing in said
 County of Logan personally came Leon S. Boyzant



to me known to be the identical person described in and who executed the foregoing conveyance as grantor, and acknowl-
 edged this instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Eugene L. Stickney
 Notary Public in and for said County

Filed for Record the 15 day of April A. D. 1916, at 4:06 o'clock P.M.

Una B. Mesner Recorder.
 By W. K. Wheeler Deputy.

No. 72018
 Know all Men by these Presents, That Thomas White

of the County of Denver and State of Colorado in consideration of the sum of
One DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do
 hereby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and State
of Colorado and its successors and assigns, the following described Real Estate in Logan
 County, State of Colorado to wit:
A strip of ground twenty five feet wide, it being twenty five feet on each side of the center line of the Railroad of said Company as located
upon off of the South side of the South West quarter
of Section No. 21 in Town No. 11 N. Range No. 48 W. of the Sixth P. M., to have and to hold the same unto the said
Board of County Commissioners and its successors and assigns forever. And in addition to the right of way described above hereby grant, for
and heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four months, each and
every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said Railroad, as now
located on above described land; said term of four months to begin November 15th and end March 15th each year.
 IN WITNESS WHEREOF, We have hereunto set my hands and seal, this 27th day of
November A. D. 1915.

Signed, Sealed and Delivered in Presence of

Thomas White

THE STATE OF Colorado }
Denver COUNTY, } ss.

On this 27th day of November A. D. 1915, before me Edward M. Humphreys
 a Notary Public duly appointed and qualified for and residing in said
 County of Denver personally came Thomas White



to me known to be the identical person described in and who executed the foregoing conveyance as grantor, and acknowl-
 edged this instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Edward M. Humphreys
 Notary Public in and for said County

Filed for Record the 15 day of April A. D. 1916, at 4:27 o'clock P.M.

Una B. Mesner Recorder.
 By W. K. Wheeler Deputy.

Reception No. 383598

Recorded May 13, 1955

9:30

A

Donnell Lawrence, Recorder

MINERAL DEED - THE ADVOCATE PUBLISHING CO., STERLING, COLO

MINERAL DEED

BOOK 458 PAGE 403

KNOW ALL MEN BY THESE PRESENTS, That VIGGO SMITH

of Morgan County, State of Colorado for and in consideration of the sum of Ten Dollars and other consideration-----Dollars (\$10.00) cash in hand paid by -----BOB KINTZ-----

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided one-fourth (1/4) interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Logan County, State of Colorado to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Eleven (11) North, Range Forty-eight (48) West of the 6th P.M. for the period to April 11, A.D. 1965, and as long thereafter as there is any production of oil, gas and other minerals from said property or from any lease covering said property, to become effective if and only if the grantor receives a deed conveying the above-described property and one-half (1/2) of the minerals from Andrew Hershfelt, Sr., to grantor.

of Section Township Range containing acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of as of record

-----, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 1/4 of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

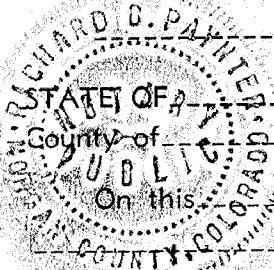
It is understood and agreed that one-fourth (1/4) of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-fourth (1/4) of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning one-fourth (1/4) of all oil, gas and other minerals in and under said lands, together with 1/4 interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; and Grantor do hereby bind him self, his heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness my hand this day of May, 1955

My Commission expires Nov. 30, 1957

Viggo Smith,



COLORADO } ss.
MORGAN

ACKNOWLEDGMENT, COLORADO

On this day of May, A.D. 1955, before me personally appeared

Viggo Smith

to me known to be the person described in and who executed the foregoing instrument and each acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and year last above written

My Commission expires Nov. 30, 1957

My commission expires

My Commission expires Nov. 30, 1957

Richard B. Painter, Notary Public

Reception No. 412180 Recorded Mar 30 1959

1:20 o'clock P. M. Donnell Lawrence, Recorder

BOOK 514 PAGE 485

STATE OF COLORADO

IN THE COUNTY COURT

COUNTY OF LOGAN

NO. 3121

IN THE MATTER OF THE ESTATE OF)

ANDREW HERSHFELDT, SR.,)

DECEASED)

DECREE FOR SPECIFIC PERFORMANCE

The above entitled matter comes on for hearing on this 30th day of MARCH 1959 upon the petition of Viggo Smith for specific performance of one certain real estate contract entered into on the 25th day of August 1953 between Andrew Hershfeldt Sr. and Bob Kintz for the sale of the following described property situate in the County of Logan and State of Colorado to-wit:

The Southeast Quarter (SE/4) of Section Twenty-two (22) in Township Eleven North, Range Forty-eight (48) West of the 6th P.M. together with all buildings and improvements; and also the following water rights as delivered by said ditch company; all water rights connected with said land by virtue of 16 shares of stock in the Harmony Ditch Company;

which said contract has been assigned by Bob Kintz to the petitioner;

That due notice of this hearing has been given to all of the parties in interest pursuant to the previous order of this court fixing the 30th day of March 1959 as the date of the hearing upon the said petition;

And, it appearing to the court that there is a balance of \$ 5,000⁰⁰ due and owing by the petitioner in principal payments upon the contract together with interest to date in the amount of \$ 116.62 and that upon the payment of the said amount that petitioner will be entitled to a deed from the executor of this estate covering the said real estate;

It is therefore ordered that upon the receipt of the amount of \$ 5116.62 from the petitioner that Andrew Hershfeldt Jr., the executor of the above entitled estate by an executor's deed or other proper assignment transfer to the petitioner all of the interest of the decedent in the above described property including the sixteen shares of stock in the Harmony Ditch Company, and having made such deed and transfer make due report to the court thereof.

Done in open court this 30th day of MARCH 1959.

JOSEPH A. DAVIS
County Judge

STATE OF COLORADO, }
County of Logan. } ss.

IN THE COUNTY COURT

I, Marguerite G. Dersham, Clerk of the County Court in and for the County of Logan and State of Colorado,
do hereby certify that the above and foregoing is a true, correct, full and complete copy of the

DECREE FOR SPECIFIC PERFORMANCE

In Probate case No. 3121, entitled IN THE MATTER OF THE ESTATE OF
ANDREW HERSHFELDT, SR., DECEASED

in case No. of this Court, entitled

, Plaintiff, vs.

, Defendant,

on file and or record in said cause.

I do further certify that the costs in this cause are: \$

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said

Court at Sterling, Colorado, this 30th day of March

A. D. 1959

Marguerite G. Dersham, Clerk

By, Deputy

Reception No. 412703 Recorded Apr 20 1959
8:00 o'clock A M. Donnell Lawrence, Recorder

NO. 3121

IN THE COUNTY COURT

IN AND FOR

BOOK 515 PAGE 411

THE COUNTY OF LOGAN AND

STATE OF COLORADO

COPY

IN THE MATTER OF THE ESTATE OF)
ANDREW HERSHFELDT, SR.,)
DECEASED.)

ORDER AMENDING DECREE FOR
SPECIFIC PERFORMANCE

This matter coming on to be heard this 9th day of April, 1959, and it appearing to the Court that the original Decree for Specific Performance entered in this matter by the Court on March 30th, 1959 directing the Executor of the above entitled estate to specifically perform a contract for the sale of real estate entered into by decedent with one Viggo Smith, which Decree has been recorded in the records of the County Clerk and Recorder of Logan County, Colorado in Book 514 at Page 485, is in error in that it contains an erroneous description of the property which the Executor is to convey to the said Viggo Smith. Said Decree now reads in this description as follows: Southeast Quarter of Section 22 in Township 11 North, Range 48 West of the 6th P.M., Logan County, Colorado. The correct description of this property is as follows: Southeast Quarter of Section 21, in Township 11 North, Range 48 West of the 6th P.M., Logan County, Colorado.

It is therefore ordered that that portion of the above described Decree for Specific Performance heretofore entered by this Court on March 30th, 1959 be and the same is hereby amended to show the description of the property to be sold as follows:

The Southeast Quarter of Section 21
in Township 11 North, Range 48 West
of the 6th P.M., Logan County, Colo-
rado.

Done in open court this 9th day of April, 1959.

BY THE COURT:

JOSEPH A. DAVIS
COUNTY JUDGE

STATE OF COLORADO, }
County of Logan. } ss.

IN THE COUNTY COURT

I, Marguerite G. Dersham, Clerk of the County Court in and for the County of Logan and State of Colorado,
do hereby certify that the above and foregoing is a true, correct, full and complete copy of the

ORDER AMENDING DECREE FOR SPECIFIC PERFORMANCE

In Probate case No. 3121, entitled IN THE MATTER OF THE ESTATE OF ANDREW
HERSHFELDT, SR.,

in case No. of this Court, entitled, Plaintiff, vs.
Defendant,

on file and or record in said cause.

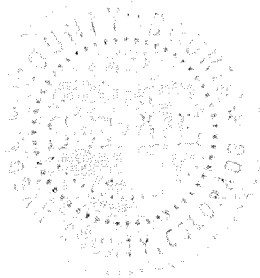
I do further certify that the costs in this cause are: \$ 1.35

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said
Court at Sterling, Colorado, this 9th day of April

A. D. 1959

Marguerite G. Dersham, Clerk

By, Deputy



Reception No. 413478 Recorded May 22 1959
1:45 o'clock P. M. Donnell Lawrence, Recorder

BOOK 517 PAGE 22

DEED OF ADMINISTRATOR DE BONIS NON

To all to whom these presents shall come, I, Manuel Hershfeltdt, Administrator de bonis non of the estate of Andrew Hershfeltdt, Sr., late of the County of Logan and State of Colorado, deceased; send greeting:

Whereas on the 25th day of August, 1953, by contract, Andrew Hershfeltdt, Sr. made an agreement to sell to Bob Kintz the hereinafter described property; that this agreement was thereafter assigned by Bob Kintz to Viggo Smith of the County of Boulder and State of Colorado; and

Whereas the said Viggo Smith having filed with the County Court of Logan County, Colorado, his petition for the specific performance of the said contract of sale pertaining to the hereinafter described property, and asking that the court direct Andrew Hershfeltdt, Jr. as executor of the estate of Andrew Hershfeltdt, Sr., deliver to him a good and sufficient deed to the said property; and

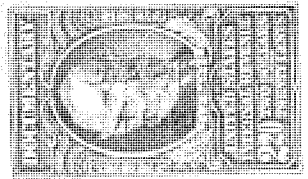
Whereas the County Court of Logan County, Colorado after due notice to the persons in interest and hearing on the 30th day of MARCH, 1959 directed Andrew Hershfeltdt, Jr., as such executor to execute and deliver to Viggo Smith as executor's deed upon the said Viggo Smith first making all of the payments and performing all of the covenants on his part required by the terms of the contract of sale; and

Whereas Andrew Hershfeltdt, Jr., the executor of the Estate of Andrew Hershfeltdt, Sr. has himself departed this life on or about May 2, 1959 without carrying out the order of the Court, and thereafter the County Court of Logan County, Colorado, the Court having jurisdiction of the said estate, has appointed me, Manuel Hershfeltdt, to be and act as Administrator de bonis non of this estate and further ordered that I, in such capacity, carry out and perform the Orders of said Court heretofore directed to the Executor but left unaccomplished; and

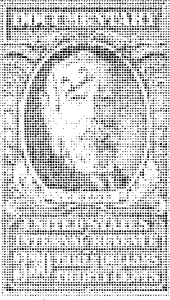
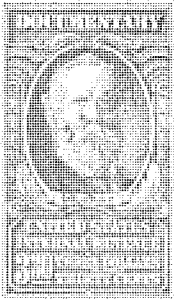
Whereas the said Viggo Smith has made all of the payments and has performed all of the covenants on his part required by the contract;

Now therefore, know ye that I, the said Manuel Hershfeltdt, as Administrator de bonis non as aforesaid, by virtue of the power and authority in me vested as aforesaid and in consideration of the sum of \$5,000.00 (being the remaining balance due on the contract of sale,) to me in hand paid by the said Viggo Smith, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Viggo Smith the following described property situate in the

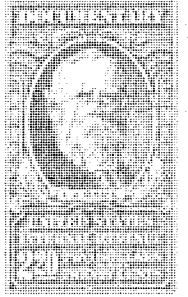
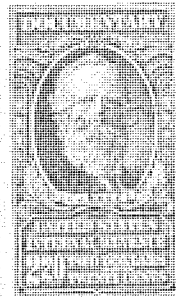
FILED UNDER S. B. No. 222 § 1-20
FILE PAID UNDER PROTEST
FILE EXCUSED



County of Logan and State of Colorado, to-wit:



The Southeast Quarter of Section Twenty-one in Township Eleven North, Range Forty-eight West of the 6th P.M. together with all buildings and improvements; and also the following water rights as delivered by said ditch company; all water rights connected with said land by virtue of 16 shares of stock in the Harmony Ditch Company;



However, the said Administrator de bonis non as grantor specifically reserves to Andrew Hershfeldt, Jr., Veronica Hershfeldt, Manuel Hershfeldt, Mary Devie, Katrina Mari, Annie Klug, Florence Kippes, John Hershfeldt, Frances Amen, Rosie Polfer, and Helen Hershfeldt one-half of the oil, gas and mineral rights lying in, under or upon the said premises together with a right of ingress and egress for the purpose of drilling for, mining for, and exploring for said minerals, and shall be entitled to one-half of all lease payments, bonus payments, royalty or production, under any oil and gas lease on said premises;

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Viggo Smith, and his heirs and assign, to their own use and behoof forever.

In witness whereof, the said Manuel Hershfeldt has hereunto set his hand and seal this 18th day of May, 1959.

Manuel Hershfeldt (SEAL)
As Administrator de bonis non of the
Estate of Andrew Hershfeldt, Sr.,
deceased.

STATE OF COLORADO)

COUNTY OF LOGAN)

ss.

I, Joseph A. Davis, COUNTY JUDGE in and for said

Logan County, in the State aforesaid, do hereby certify that Manuel Hershfeldt, who is personally to me to be the Administrator de bonis non of the estate of Andrew Hershfeldt, Sr. and known to me to be the person whose name as such Administrator de bonis non is subscribed to the foregoing deed as having executed the same, appeared before me this day in person and acknowledged that he had as such Administrator de bonis non of said estate, signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purpose therein set forth.

Given under my hand and _____ seal this 18th day of May, 1959.

COUNTY

Joseph A. Davis
COUNTY JUDGE

My commission expires: _____

RESOLUTION
No.: 99-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm

and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
 - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
 - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
 - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
 - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be



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3 of 9 R 0.00 D 0.00 N 0.00 Logan County CO

unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.

J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

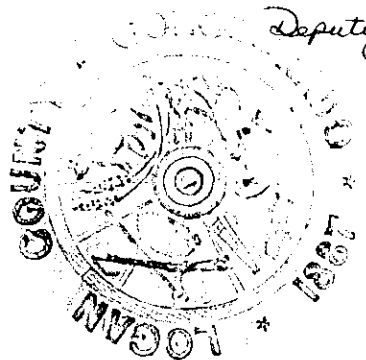
Lyle Schumacher (Aye) (Nay)
Lyle Schumacher, Chairman

Roy A. Wheeler (Aye) (Nay)
Roy A. Wheeler

James R. La Force (Aye) (Nay)
James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Roberta J. Perry by Jennifer Miller
Clerk and Recorder Deputy





637374 09/22/1999 11:10A B925 P430 RES
4 of 9 R 0.00 D 0.00 N 0.00 Logan County CO

EXHIBIT "A"

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. **PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.**

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNTY RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGHT TO FARM RESOLUTION NO. _____.

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have **considerably** longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. **PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.**

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller _____
Seller _____

Date _____
Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT

Buyer _____
Buyer _____

Date _____
Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

EXHIBIT "B"

APPENDIX

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.



EXHIBIT "C"

DISPUTE RESOLUTION PROCEDURES
and
REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

Resolution of Disputes and Procedure for Complaints and Investigation

A. Nuisances which affect public health.

(1) **Complaints.** A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.

(2) **Investigations.** The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.

(3) **Declaration of Nuisance.** If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.

B. Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.

C. Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

637374 09/22/1999 11:10A B925 P430 RES
8 of 9 R 0.00 D 0.00 N 0.00 Logan County CO

1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.

(b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.

2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:

(a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;

(b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.

(c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.

(d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.

(e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.



647742 09/10/2001 09:50A B935 P798 IRRPWRCONTRACT
1 of 1 R 5.00 D 0.00 N 0.00 Logan County CO

HIGHLINE ELECTRIC ASSOCIATION

IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 20th day of March, 2001, by and between Highline Electric Association, hereinafter referred to as the "Association" and DETTA HELMSING, hereinafter referred to as the "Owner".

WITNESSETH: That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

SE 1/4 of Section 21 Township 11N Range 48 W County Logan State CO
Nameplate Horsepower 30 Phase _____

The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association.

ANNUAL MINIMUM CHARGE: Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be based upon the billing horsepower as adopted by the Association. In no event will the billing horsepower be less than 7 1/2 horsepower for single phase service or 15 horsepower for three phase service.

DETERMINATION OF BILLING HORSEPOWER: The billing horsepower will be the input horsepower as measured by a suitable electric meter under stabilized and normal operating conditions.

RENTAL CHARGE: After the first five years, if the Owner receiving service under an irrigation contract shall give notice to the Association on or before March 15, that if s/he desires to have the Association facilities remain, but does not intend to use any electricity, the minimum charge for leaving the facilities in place shall be one half of the normal minimum under contract then in force. The contract shall remain in full force and effect if notice is not given on or before March 15, of the current year, and the full contract minimum shall be paid by the Owner.

PAYMENT: Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the Owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered delinquent for deposit purposes. The Owner further agrees that he alone shall be responsible for payment of all charges for this service, but the Owner may request the billing be sent to another for payment. The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien thereunder, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

TERM AND CANCELLATION: The initial term of this agreement shall be for five consecutive irrigation seasons following the date hereof regardless of whether or not the service is used, and shall be deemed to extend automatically for subsequent seasons unless the Owner shall have given written notice to the Association by the preceding March 15, of his unwillingness to pay the annual minimum. Following the giving of written notice by the Owner to the Association, as provided above, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one year providing the Association's equipment has not been removed. Following cancellation of this contract in the manner described above, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner of its intention. If the line is retired and the same owner requests reinstallation of this line, he will be required to prepay twice the estimated reinstallation costs less material.

RIGHT OF ACCESS: Owner agrees to provide and maintain an access road to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reading the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE: It is agreed the Association will not be liable for any damage occasioned by the failure of lack of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power, for any reason beyond its control.

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and cancelled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of March 29, 2001

DETTA HELMSING

(Owner's Name Typed)

(Description)

2580 Hwy 96E

(Address)

Pueblo, CO 81001

(City/State/Zip code)

(Owner Signature)

(Title)

(303) 545-2426

(Telephone #)

(Signature of Witness - Not a Relative)

Customer Copy

08/97/irrgpo

Nancy L. Berges
Irrigation Contract Manager

FOR OFFICE USE ONLY

Account # 8270593

R/C # 132

S/O # 426

J/O # 0-480

W/O # 201-147

Previous Owner & Account #:

Alliant National Title Insurance Company

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

Issuing Agent: Sedgwick County Title Company
Issuing Office: 114 West 1st Street, Julesburg, CO 80737
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 202441
Issuing Office File No.: 202441
Property Address: 97.85A E2W2 1-11-46, Sedgwick,

**SCHEDULE A**

1. Commitment Date: October 30, 2025 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (07/01/21)
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Estate of Detta L. Helmsing.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Alliant National Title Insurance Company

By: _____

Sedgwick County Title Company

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

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(202441/202441/3)

Commitment No.: 202441

EXHIBIT A

A tract of land located in the E 1/2 of the W 1/2 of Section 1, T.11 N., R.46 W. of the 6th P.M., Sedgwick County, Colorado, being more particularly described as follows:

Beginning at the N 1/4 corner of Section 1, T.11 N., R.46 W. of the 6th P.M., Sedgwick County, Colorado; thence S 02°13'16" E on the east line of the NW 1/4 of said Section, 2647.38 feet to the C 1/4 corner of said Section; thence S 02°13'10" E on the east line of the SW 1/4 of said Section, 270.00 feet; thence S 87°24'13" W 40.66 feet; thence S 01°14'48" E 393.32 feet; thence S 89°14'03" W 1279.28 feet to a point on the west line of the E 1/2 of SW 1/4 of said Section; thence N 02°17'19" W on said west line, 642.05 feet to the N 1/16 corner of the SW 1/4 of said Section; thence N 02°11'51" W on the west line of the E 1/2 of the NW 1/4 of said Section, 2647.86 feet to the N 1/16 corner of the NW 1/4 of said Section; thence N 88°16'33" E on the north line of the E 1/2 of the NW 1/4 of said Section, 1325.94 feet to the Point of Beginning, containing 97.85 acres, more or less. EXCEPT a 2.28 acre tract of land located in the E 1/2 of the NW 1/4 of said Section, described in a survey by Nicole F. Hay, P.L.S. 38044 recorded with Reception #204852 on 10/15/2020 as follows:

THE EAST HALF OF THE NORTHWEST QUARTER (E1/2NW1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, COLORADO LYING NORTH AND WEST OF THE CENTERLINE OF THE PETERSON DITCH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID E1/2NW1/4 OF SECTION 1: THENCE SOUTH 0°12'50" EAST ALONG THE WEST LINE OF SAID E 1/2NW1/4 A DISTANCE OF 461.64 FEET TO THE CENTERLINE OF THE PETERSON DITCH; THENCE ALONG THE CENTERLINE OF THE PETERSON DITCH THE FOLLOWING COURSES AND DISTANCES:

BEARING	DISTANCE (FEET)
NORTH 49°15'55" EAST	123.79
NORTH 46°12'45" EAST	71.10
NORTH 38°34'10" EAST	97.17
NORTH 43°39'05" EAST	70.50
NORTH 38°55'50" EAST	53.50
NORTH 25°06'20" EAST	152.78
NORTH 01°15'10" WEST	23.11 FEET TO THE NORTH

LINE OF SAID E1/2NW1/4 OF SECTION 1; THENCE NORTH 89°44'30" WEST ALONG THE NORTH LINE OF SAID E1/2NW1/4 OF SECTION 1 A DISTANCE OF 354.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.78 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH LINE OF SAID SECTION 1 AND TO THE RIGHT-OF-WAY OF THE PETERSON DITCH.

SCHEDULE B, PART II - Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.

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SCHEDULE B

(Continued)

2. Easements and claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts that an accurate and complete survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes for the current year, including all taxes now or heretofore assessed, not yet due and payable.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights and claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
8. The Fuller Brothers Ditch as described in Statement of Claim to Water Right, dated December 4, 1894, recorded December 4, 1894, Book 4, Page 511, Reception No. 2432.
9. Statement of Claim to Water Right for The North Reservation Ditch, dated December 12, 1894, recorded December 12, 1894, Book 4, Page 559, Reception No. 2441.
10. All mineral lands excluded and excepted in Patent from United States of America to Union Pacific Railway Company, dated February 26, 1897, recorded April 23, 1897, Book 1, Page 256, Reception No. 4111.
11. Reservation of an undivided 1/2 interest in and to all of the oil, gas, and other minerals as shown in Deed from The Union Central Life Insurance Company to Charles R. Haag & Edna Haag, dated July 1, 1947, recorded July 24, 1947, Reception No. 112980. All Successors and Assignments. Notice of Intent to Preserve Mineral Rights, dated November 29, 2002, recorded December 9, 2002, Reception No. 188763.
12. Easement and right-of-way for Mountain Bell Underground Facilities, purposes disclosed by instrument recorded October 1, 1981, Book 165, Page 380, Reception No. 169269, in which the specific location of the easement is not defined.
13. Easement and right-of-way for Highline Electric Association Underground Facilities, purposes disclosed by instrument recorded October 13, 1981, Book 165, Page 497, Reception No. 169298, in which the specific location of the easement is not defined.
14. Terms, conditions and stipulations regarding recharge projects and/or augmentation of wells in Findings of Fact, Conclusions of Law and Decree of Water Court from District Court, Water Division No. 1, Colorado to Sedgwick County Well Users, Inc., recorded December 9, 2005, Reception No. 192298.

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(202441/202441/3)

Statement of Claim to Water Right.

STATE OF COLORADO,)
) ss.
County of Sedgwick.)

Irrigation Division No.-- Water District No.64.

Henry R. Fuller and Harland Fuller, the owners of the following described ditch, in compliance with the requirements of the provisions of General Section No.1720, of the General Statutes of the State of Colorado, approved April 20th, 1887, and the acts amendatory thereto, do hereby make this statement for filing:--

1. The names of the owners of said ditch, Henry R. Fuller and Harland Fuller, whose post-office address is Julesburg, Sedgwick County, Colorado.

2. The name of said ditch is The Fuller Brothers Ditch.

3. The headgate of said ditch is situated on the north bank of the South Platte River from which stream said ditch diverts its supply of water, at a point where the west line of Sec.15, Twp.11 North, Range 46 West of the 6th P.M., intersects the said North bank of said river.

From the headgate the ditch runs in a general northeasterly direction, as shown on the plat hereto attached and made a part of this statement.

4. The length of said ditch is 3 miles.

5. The width of said ditch on the bottom is 4 feet.

6. The width at the high water line is 8 feet.

7. The depth of water carried in said ditch is 2 feet.

8. The grade of said ditch is 3 feet per mile.

9. The carrying capacity of said ditch is 24 cubic feet of water per second of time.

10. Work was commenced on said ditch Sept. 27, 1894.

Dated Dec. 4, 1894.

Signed:-Henry R. Fuller,
Harland Fuller
By H.K.F.

(OVER)

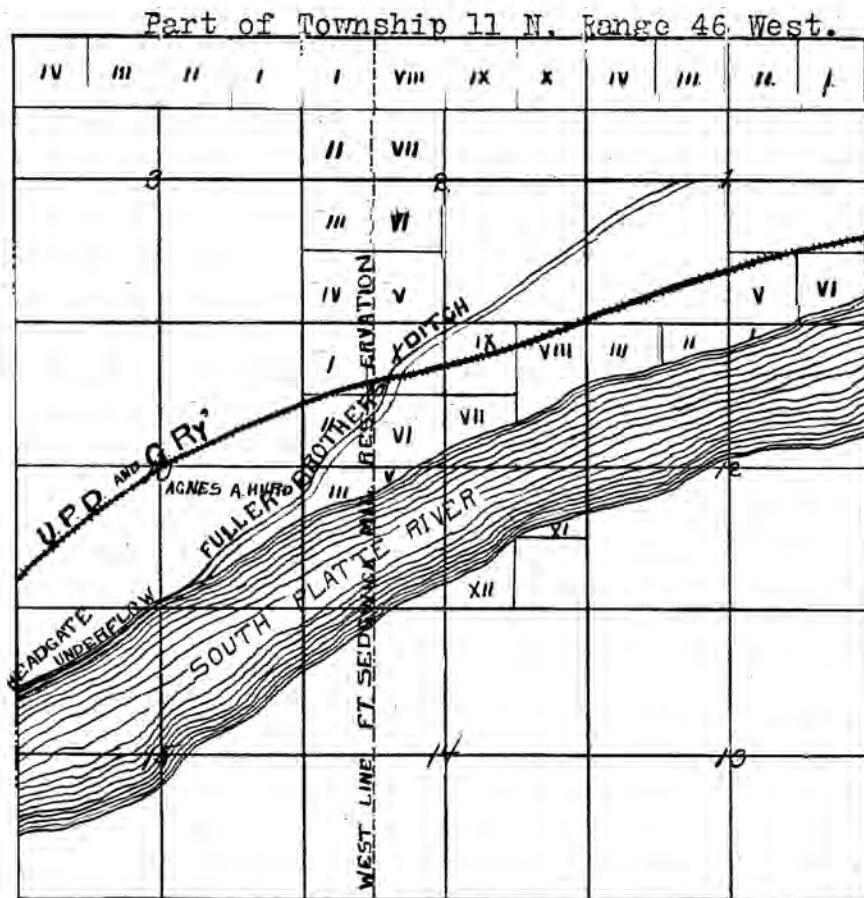
State of Colorado,)
County of Sedgwick.) ss.

Henry R. Fuller being first duly sworn, on oath says that he has read the above and foregoing statement and examined the platthereto attached, and that the matters therein set forth are true of his own knowledge..

Signed:-Henry R. Fuller.

Subscribed and sworn to Dec. 4, 1894, before James S. Carnahan,
Notary Public, Commission expires Nov. 24 - 97. Sealed.

Plat of Fuller Brothers Ditch, referred to.



Recorded Dec. 4, 1894, 3:5 P.M., in Book 4, Page 511

STATEMENT OF CLAIM TO WATER RIGHT.

State of Colorado,)
County of Sedgwick.

Irrigation Division No.1. Water District No.64.

A. J. Keigwin, the owner of the following described ditch, in compliance with the requirements of the provisions of General Section No.1720, of the General Statutes of the State of Colorado, approved April 20, 1887, and the acts amendatory thereto, do hereby make this statement for filing:

1. The name of the owner of said ditch, Amos J. Keigwin, whose post-office address is Julesburg, County of Sedgwick.

2. The name of said ditch is The North Reservation Ditch.

3. The headgate of said ditch is situated on the north bank of the South Platt River, from which stream said ditch diverts its supply of water, at a point where the Northeast corner of Sec.11, Twp.11 North of Range 46 West of the 6th P.M., bears 2009 feet south & 2414 feet west feet, of the northeast corner of Sec.11, Twp.11 North, Range 46 West of the 6th P.M. From the headgate the ditch runs in a general northeasterly direction, as shown on the plat hereto attached and made a part of this statement.

4. The length of said ditch is 3 miles.

5. The width of said ditch on the bottom is 6 feet.

6. The width at the high water line is 9 feet.

7. The depth of water carried in said ditch is $1\frac{1}{2}$ feet.

8. The grade of said ditch is 2 64/100 feet per mile.

9. The carrying capacity of said ditch is 44 cubic feet of water per second of time.

10. Work was commenced on said ditch on the 3rd day of Dec. A.D.1894.

Dated Dec. 12, 1894.

Signed:-A. J. Keigwin.

(OVER)

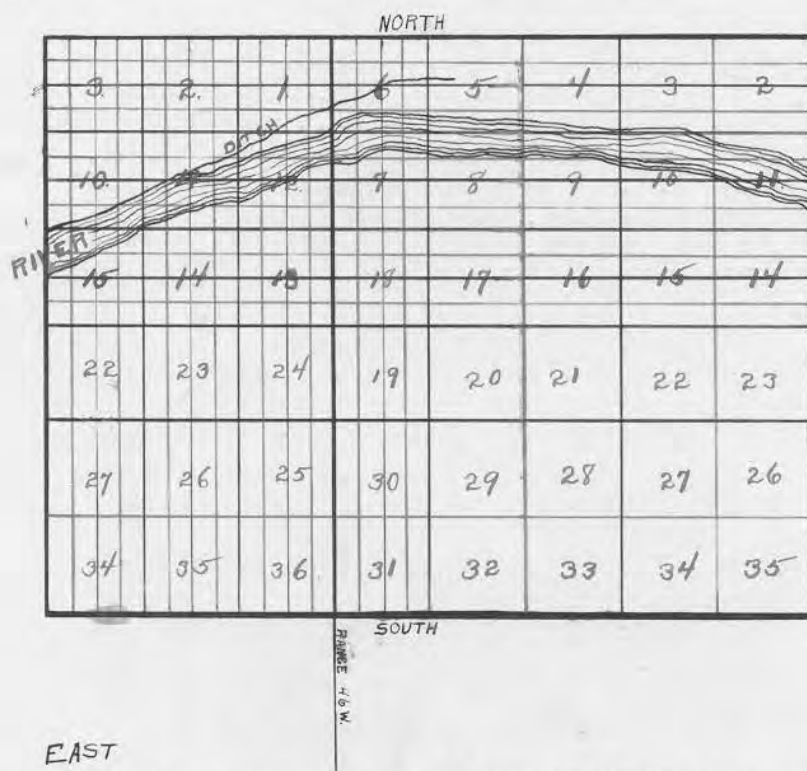
State of Colorado,)
County of Sedgwick.) ss.

Robert P. Landrum, being first duly sworn on oath says that he has read the above and foregoing statement and examined the plat thereto attached, and that the matter therein set forth are true of his knowledge.

Signed:-Robert P. Landrum.

Subscribed and sworn to Dec. 12, 1894, before H. Epperson, County Clerk, Sedgwick County, Colo. Sealed.

Plat of North Reservation Ditch referred to.
Scale $\frac{1}{2}$ in. = 1 mile.



Ditch to commence at a point 2009 feet south and 2414 feet west of the Northeast corner of Sec.11, Twp.11 North, Range 46 West of the 6th P.M., in Sedgwick County, Colorado, running as per map.

Recorded Dec. 12, 1894, 1 P.M., in Book 4, Page 559.

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

DESCRIPTION:

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

(over)

13-10-46

All 3-11-45 644.40 a.
 Lots 1, 2, 3, 4, 5, 6, 7, 8 &
 S $\frac{1}{2}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ & N $\frac{1}{2}$ SW $\frac{1}{4}$ & N $\frac{1}{2}$ SE $\frac{1}{4}$ of

5-11-45 547.73 a.
 NE $\frac{1}{4}$ 19-10-46 160 a.
 All 21-10-46 640 a.
 All 23-10-46 640 a.
 All 25-10-46 640 a.
 All 27-10-46 640 a.
 E $\frac{1}{2}$ 31-10-46 320 a.
 W $\frac{1}{2}$ 33-10-46 320 a.
 All 35-10-46 640 a.

Lots 1, 2, 3, 4, 5, 6 & S $\frac{1}{2}$ NE $\frac{1}{4}$
 & S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ & N $\frac{1}{2}$ SE $\frac{1}{4}$ of

1-11-46 632.90 a.
 All 3-11-46 640.40 a.
 All 5-11-46 640.84 a.
 All 7-11-46 638.50 a.
 All 9-11-46 640 a.

Lots 1, 2, 3, 6, 7, 8, 9, 10, 11 & 12 &
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ of

11-11-46 369.17 a.
 All 15-11-46 640 a.
 All 17-11-46 640 a.
 All 19-11-46 635.60 a.
 All 21-11-46 640 a.

Lots 1, 2, 3, 4 in 23-11-46 150.68 a.

All 27-11-46 640 a.
 All 29-11-46 640 a.
 All 31-11-46 631.40 a.
 All 33-11-46 640 a.

Lots 1, 2, 3 & W $\frac{1}{2}$ NW $\frac{1}{4}$ & S $\frac{1}{2}$ of

35-11-46 474.40 a.

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

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

All 27-12-46 640 a.
 All 31-12-46 640.64 a.
 S $\frac{1}{2}$ 33-12-46 320 a.

Lots 1, 2, 3, 4, 5, 6 & SE $\frac{1}{4}$ of

35-12-46 381 a.
 All 1-10-47 640.60 a.
 All 3-10-47 642.12 a.
 All 5-10-47 642.88 a.
 All 9-10-47 640 a.
 All 11-10-47 640 a.
 All 13-10-47 640 a.
 All 15-10-47 640 a.
 N $\frac{1}{2}$ 35-10-47 320 a.

All 1-11-47 640.68 a.

All 3-11-47 641.04 a.

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

All 7-11-47 637.76 a.

All 9-11-47 640 a.

All 11-11-47 640 a.

All 13-10-46 640 a.

All 15-10-46 640 a.

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

All 17-11-47 640 a.

All 19-11-47 640.40 a.

All 21-11-47 640 a.

All 23-11-47 640 a.

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

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

All 29-11-47 640 a.

All 31-11-47 644.56 a.

All 33-11-47 640 a.

All 35-11-47 640 a.

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

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

All 25-12-47 640 a.

All 27-12-47 640 a.

All 29-12-47 640 a.

All 31-12-47 644.16 a.

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

Signed: BY THE PRESIDENT,

Grover Cleveland

By I. A. Pugh, Acting Secretary

L.Q.C. Lamar, Recorder of the

General Land Office.

Government Seal attached.

For U. P. Patents, see following numbers:

Tr. 96

No. 4092

4097

4111

4367

4916

5454

5512

18954

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

All 13-11-47 640 a.

All 15-11-47 640 a.

No. 1

INSTRUMENT Deed

GRANTOR The Union Central Life Insurance Company, a corporation
and its successors and assigns.

GRANTEE Charles R. Haag and Edna Haag, husband and wife.

CONSIDERATION Four Thousand Two
Hundred and NO/100 Dollars
BOOK PAGE 11

DATE OF RECORD July 24, 1947, 1:15 P.M.

DATE OF INST. July 24, 1947

DATE OF ACK'T July 1, 1947

BEFORE Robert Alfred Kisker

OFFICIAL TITLE Notary Public

COUNTY Hamilton STATE Ohio

COM'N EXPIRES Febr. 5, 1950

SEAL Vag

DESCRIPTION Lot 3, and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, and the E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ of Sec.1,
Twp.11 North, Range 46 West of the 6th P.M., being otherwise
correctly described as the E. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of Sec.1, Twp.11 North,
Range 46 West of the 6th P.M., except all rights of way for railways,
highways and ditches, all in Sedgwick County, Colo. Together with
all ditch and water rights appurtenant thereto, and being the same
real estate conveyed to The Union Central Life Insurance Company by
Deed dated May 11, 1925, and recorded in Book 56, Page 327, of the
Records of Sedgwick County, Colo. Subject to all existing tenancies
or rights of parties in possession, all leases, rent contracts,
rights of way and easements of every character now existing on, over,
under or across said land. O.K.

\$4.00 L.A.S.

THE UNION CENTRAL LIFE INSURANCE COMPANY
by J.C. Hatfield, Vice-Pres.

Saving, excepting and reserving however, unto The Union Central
Life Insurance Company, its successors and assigns, from all the above
described land, an undivided on half of the oil, gas and other
hydro carbons and minerals now or at any time situate therein and
thereunder, together with all easements and rights necessary or
convenient for the production, storage and transportation thereof
and the exploration and testing of the said real property and also
the right to drill for, produce and use water from the said real
property in connection with drilling or mining operations thereon.
(comp)

Warrant

Warrants and defends the same against the lawful claims of all person, claiming by, from, through or under the grantor herein except as against all rights under existing tendencies, or rights of parties in possession, all leases, rent contracts, outstanding mineral rights, rights of way & easement of every character now existing on, over, under or across said lands, the grantee assumes and agrees to pay all taxes and assessments.

186763 12/09/2002 09:00A B242 P122 Krollendor
1 of 2 R 11.00 D 0.00 Sedgwick County

Recording Requested By

The Union Central Life Insurance Co.

and when recorded mail to:

The Union Central Life Insurance Co.
P.O. Box 40888
Cincinnati, OH 45240-0888

Attn: Diane Thomas
Mineral Manager

NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

Claimant Name: The Union Central Life Insurance Company
Mailing Address: P.O. Box 40888
Cincinnati, OH 45240-0888

Interest and Real Property

Any and all mineral rights, regardless of character, whether fungacious or nonfungacious, organic or inorganic, whether created by grant or reservation, regardless of form, whether a fee or lesser interest, mineral, royalty, or leasehold, absolute or fractional, corporeal or incorporeal, including express or implied appurtenance surface rights, owned or claimed to be owned by claimant in any real property situated in the County of Sedgwick, State of Colorado.

We assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and we are informed and believe that the information contained in this notice is true. If this notice is made on the behalf of a claimant, we assert under penalty of perjury that we are authorized to act on behalf of the claimant.

Dated: November 29, 2002

The Union Central Life Insurance Company

Dan Hausfeld
Daniel A. Hausfeld
Manager, Treasury Services

State of Ohio }
County of Hamilton }

Before me, a notary public in and for said county, personally appeared Daniel A. Hausfeld, to me known as the Manager of Treasury Services of The Union Central Life Insurance Company, who acting on behalf of the corporation, is authorized to execute this Notice of Intent to Preserve Mineral Rights to be filed in Sedgwick County, Colorado. Further, that his signing was his free act and deed as such officer and the free and corporate act and deed of said corporation.

In testimony whereof, I hereunto subscribed my name and affix my official seal at Cincinnati, Ohio this 29th day of November, 2002.

My Commission Expires:
March 21, 2004



Julie C. Zinser
Julie C. Zinser
Notary Public, State of Ohio

Mineral Rights Property Listing
The Union Central Life Insurance Company

Property Number Open Properties	State	County	Range	Township	Section	Gross Acres	Interest	Net Acres	Description
17562	CO	SEDGWICK	46W	11N	01	160.000	0.500	80.000	LOT 3 & SE/4NW/4 & E/2SW/4 SEC.1, T.11N, R.46W EXC. R/W FOR R.R. HIGHWAYS & DITCHES PETERSON CANAL & RESER. CO. MINERAL INTEREST 1/2 PERM. HYDROCARBONS & MINERALS
25036	CO	SEDGWICK	45W	12N	34	160.000	0.500	80.000	NE/4 SEC.34, T.12N, R.45W RELEASED TR. OF 2.75 ACRES IN NW COR. OF SW/4NE/4 SEC.34, T.12N, R.45W SUBJ. TO R/W JULESBURG IRRIG. DIST. PETERSON CANAL & RESER. CO. MINERAL INTEREST 1/2 PERM. HYDROCARBONS & MINERALS
25829	CO	SEDGWICK	46W	11N	04	80.000	5.000	400.000	W/2NE/4 SEC.4, T.11N, R.46W & SUBJ TO R/W JULESBURG IRRIG. DIST. MINERAL INTEREST 1/2 PERM. HYDROCARBONS & MINERALS
28303	CO	SEDGWICK	46W	12N	34	160.000	0.500	80.000	SW/4 SEC.34, T.12N, R.46W, SUBJ TO R/W JULESBURG IRRIG. DIST. MINERAL INTEREST 1/2 PERM. HYDROCARBONS & MINERALS
28639	CO	SEDGWICK	45W	12N	32	160.000	0.500	80.000	SW/4 SEC.32, T.12N, R.45W, SUBJ TO R/W FOR DITCHES & CANALS & ROADS, MINERAL INTEREST 1/2 PERM. HYDROCARBONS & MINERALS
31253	CO	SEDGWICK	44W	12N	32	80.000	0.500	40.000	SW/4NW/4 SEC.32, T.12N, R.44W ALL THAT PART W/2SW/4 SEC.32, T.12N, R.44W..
Total Number of Open Properties						6	800.000	760.000	
Total Number of Properties						6	800.000	760.000	

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2 of 2 R 11.00 D 0.00 Sedgwick County

No. 169269

LETTER

MOUNTAIN BELL

Denver, Colorado
Sept. 24, 1981

Sedgwick County Clerk/Recorder
Julesburg,
Colorado

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

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

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

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

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

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

HIGHLINE ELECTRIC ASSOCIATION
Holyoke, Colorado
October 6, 1981

Sedgwick County Clerk/Recorder
Courthouse
Julesburg, Colorado

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

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

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

ROBERT E. OSWALD
Robert E. Oswald
System Engineer

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

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

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D 3.00

Patty Carter Sedgwick County FINDINGS R 371.00

12/9/05 @ 2:59 P.M.

DISTRICT COURT, WATER DIVISION NO. 1, COLORADO 9 th Street & 9 th Avenue P. O. Box 2038 Greeley, CO 80632	FILED Document CO Weld County District Court 19th JD Filing Date: Nov 8 2005 5:36PM MST Filing ID: 7392624 Review Clerk: Connie S Koppes
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: SEDGWICK COUNTY WELL USERS, INC. IN SEDGWICK AND LOGAN COUNTIES.	▲ COURT USE ONLY ▲ Case No. 03CW209
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF WATER COURT	

This Application for Approval of Plan for Augmentation was filed in the Water Court, Water Division No. 1 by Sedgwick County Well Users Inc., a Colorado Nonprofit Corporation. The Court, having considered the pleadings, evidence and arguments presented and the stipulations of the parties, and being fully advised in the premises hereby finds, concludes, adjudicates and decrees as follows.

FINDINGS OF FACT

1. The Applicant. Sedgwick County Well Users, Inc., hereinafter "Applicant," 2859 County Road 26, Sedgwick, CO 80749. Applicant is a Colorado Nonprofit Corporation formed pursuant to §7-121-101, C.R.S. on May 8, 2003, for the acquisition and distribution of water, the adjudication of wells and the development, approval and continued operation of a plan of augmentation for the members of said corporation. Applicant has operated a Substitute Water Supply Plan for Member Wells since June 11, 2003. The current Member Wells are set out in Table 1, attached hereto.
2. The Application. Applicant filed the Application for Water Rights and Approval of Augmentation Plan on April 30, 2003. The Application was rereferred to the Water Judge by Order dated July 17, 2003.
3. Notice and Jurisdiction. All notices of this matter required by law have been fulfilled and the Court has jurisdiction over the subject matter of this application and over all persons and property affected by it, irrespective of whether they or its owners have appeared. The water and lands that are the subjects of this



- Application are not located in a designated groundwater basin.
4. Statements of Opposition. The following parties filed timely Statements of Opposition to the Application. No other Statements of Opposition have been filed and the time for filing Statements of Opposition has expired.
 - 4.1. Henrylyn Irrigation District.
 - 4.2. Irrigationists Association, Water Division 1.
 - 4.3. City of Sterling
 - 4.4. Centennial Water and Sanitation District
 - 4.5. City of Englewood
 - 4.6. Harmony Ditch Company
 - 4.7. City of Boulder
 - 4.8. State Engineer and Division Engineer
 - 4.9. Liddle Ditch Company
 - 4.10. Weaver Ranch
 5. Summary of Consultation. The Division Engineer for Water Division No. 1 filed a Summary of Consultation dated July 9, 2003. Applicant served copies of the Summary of Consultation on the objectors. The Court has duly considered the Summary of Consultation.
 6. Stipulations and Settlements. Stipulations or settlements were entered into between Applicant and the objectors as follows: The City of Englewood withdrew its Statement of Opposition on July 20, 2005. The Applicant entered into stipulations with the remaining parties dated as follows: Weaver Ranch, August 11, 2005; City of Sterling, August 31, 2005; City of Boulder, September 9, 2005; Centennial Water and Sanitation District, September 9, 2005; Irrigationists Association, September 9, 2005; State and Division Engineers, September 9, 2005; Harmony Ditch Company, September 8, 2005; Liddle Ditch Company, September 9, 2005; and Henrylyn Irrigation District, September 9, 2005.

RECHARGE WATER RIGHTS

7. Recharge Projects. Applicant is entitled to a decree for the following recharge projects, including recharge sites, recharge surface diversions and recharge wells as identified in the succeeding paragraphs.
8. Name of Structure. Cottonwood Creek Recharge Project.
 - 8.1. Diversion Point: A pump station on Cottonwood Creek in the NW ¼ NW ¼ of Section 21 Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado.
 - 8.2. Source: Cottonwood Creek, a tributary of the South Platte River.
 - 8.3. Date of Appropriation: November 13, 2002.
 - 8.4. Description of Recharge. Water is diverted at the point described in ¶8.1 and is allowed to percolate into the underground aquifer for Applicant's stated beneficial uses from the recharge sites listed below. The following initial sites have been identified. These sites may be modified and other



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Sedgwick County Well Users
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- sites added as long as the source of water is from the same diversion points described above, Applicant provides notice to the objectors and the Division Engineer, pursuant to §14, and the Division Engineer or Water Commissioner approves the modification of the existing site or use of the new site before using the modified or new site. ✓
- 8.4.1. D. Nein 3: In the SW¼ SE¼, Section 16, Township 11 North, Range 47 West, 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 3 acres. Total active capacity in acre feet: 15 a.f. with 0 dead storage.
- 8.4.2. Jenik/Jenik: In the SW¼ SW¼ of Section 16, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 2 acres. Total active capacity in acre feet: 6 a.f. with 0 dead storage. ✓
- 8.4.3. Lind Farms: In the NE¼ SW¼ of Section 21, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 2.2 acres. Total active capacity in acre feet: 4.5 a.f. with 0 dead storage.
- 8.5. Amounts: 2.0 cfs, absolute, and 2.5 cfs, conditional.
- 8.6. Use. Augmentation, directly and by exchange, of water rights used for irrigation, municipal, piscatorial, recreation, commercial, livestock, fire protection, recharge, replacement, wildlife and wildlife recovery.
9. Name of Structure. Fender Recharge Project.
- 9.1. Diversion Points.
- 9.1.1 Recharge Well No. 6:
- 9.1.1.1 Location: In the SW¼ SE¼ of Section 11, Township 11 North, Range 46 West of the 6th P.M., Sedgwick County, Colorado. ✓
- 9.1.1.2 Date of Appropriation: April 30, 2003.
- 9.1.1.3 Amount: 7.8 cfs, conditional
- 9.1.2 Recharge Well No. 7:
- 9.1.2.1 Location: In the SW¼ SE¼ of Section 11, Township 11 North, Range 46 West of the 6th P.M., Sedgwick County, Colorado. ✓
- 9.1.2.2 Date of Appropriation: April 30, 2003.
- 9.1.2.3 Amount: 7.8 cfs, conditional
- 9.2. Source. Ground water tributary to the South Platte River and its tributaries.
- 9.3. Description of Recharge. Water is diverted at the points described in §9.1. and is allowed to percolate into the underground aquifer for Applicant's stated beneficial uses from the recharge sites listed below. The following initial sites have been identified. These sites may be modified and other sites added as long as the source of water is from the same diversion

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Patty Carter Sedgwick County FINDINGS R 371.00

- points described above, Applicant provides notice to the objectors and the Division Engineer, pursuant to §14, and the Division Engineer or Water Commissioner approves the modification of the existing site or use of the new site before using the modified or new site.
- 9.3.1 Fender A: In the SE¼ SE¼ of Section 14, Township 11 North, Range 46 West of the 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 3 acres. Total active capacity in acre feet: 10 a.f. with 0 dead storage.
- 9.3.2 Fender B: In the SW¼ SE¼ of Section 14, Township 11 North, Range 46 West of the 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 6 acres. Total active capacity in acre feet: 12 a.f. with 0 dead storage.
- 9.4. Use. Augmentation, directly and by exchange, of water rights used for irrigation, municipal, piscatorial, recreation, commercial, livestock, fire protection, recharge, replacement, wildlife and wildlife recovery.
10. Name of Structure. Glenn Toyne/Platteview Ranch Recharge Project.
- 10.1. Diversion Points.
- 10.1.1 Recharge Well No. 1, Permit No. 59193-F:
- 10.1.1.1 Location: In the SE¼ NW¼ of Section 23, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado, 2730 feet from the South section line and 2530 feet from the West section line.
- 10.1.1.2 Date of Appropriation: March 3, 2003.
- 10.1.1.3 Amount: 2.90 cfs, absolute; 4.89 cfs, conditional
- 10.1.2 Recharge Well No. 2:
- 10.1.2.1 Location: In the SW¼ NE¼ of Section 23, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado.
- 10.1.2.2 Date of Appropriation: March 3, 2003
- 10.1.2.3 Amount: 7.79 cfs, conditional
- 10.2. Source. Ground water tributary to the South Platte River and its tributaries.
- 10.3. Description of Recharge. Water is diverted at the points described in §10.1 and is allowed to percolate into the underground aquifer for Applicant's stated beneficial uses from the recharge site listed below. The following initial site has been identified. This site may be modified and other sites added as long as the source of water is from the same diversion points described above, Applicant provides notice to the objectors and the Division Engineer, pursuant to §14, and the Division Engineer or Water Commissioner approves the modification of the existing site or use of the new site before using the modified or new site.

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- 10.3.1. Glenn Toyne: In the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 6 acres. Total active capacity in acre feet: 20 a.f. with 0 dead storage.
- 10.4. Use: Augmentation, directly and by exchange, of water rights used for irrigation, municipal, piscatorial, recreation, commercial, livestock, fire protection, recharge, replacement, wildlife and wildlife recovery.
11. Name of Structure. Sedgwick - JID Recharge Project.
- 11.1. Diversion Points.
- 11.1.1 Petersen Ditch: In the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado. Additional source: Waste water and seepage entering the Petersen Ditch along its course.
- 11.1.2 Settlers Ditch: In the NW $\frac{1}{4}$ of Section 17, Township 11 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado. Additional source: Waste water and seepage accumulating in the Highline Canal, Highline Cutoff Canal to the concrete chute cutoff to Cottonwood Creek, Cottonwood Creek, and Settlers Ditch. Applicant makes no claim to deliver recharge water through the Highline Cutoff Canal downstream of the concrete chute cutoff to Cottonwood Creek in the non-irrigation season.
- 11.1.3 Highline Canal: In the NW $\frac{1}{4}$ of Section 17, Township 11 North, Range 47 West, 6th PM, Sedgwick County, Colorado. Additional source: Waste water and seepage entering the Highline Canal along its course.
- 11.2. Source. The South Platte River and its tributaries.
- 11.3. Date of appropriation. April 30, 2003.
- 11.4. Description of Recharge. Water is diverted at the points described in ¶11.1 and is allowed to percolate from the recharge sites below into the underground aquifer for Applicant's stated beneficial uses. The point described in ¶11.1.2 and 11.1.3 is the outlet of the Julesburg Reservoir. Water will be diverted from the South Platte River at the headgate of the Harmony Ditch, which is the inlet structure for the Julesburg Reservoir, and subsequently delivered to Applicant's recharge sites, subject to the limitations in ¶11.4.1. The water so diverted may also be delivered either above or below the ditch to facilities proximate to the ditch for the same purposes. The following initial sites have been identified. These sites may be modified and other sites added as long as the source of water is from the same diversion points described above, Applicant provides notice to the objectors and the Division Engineer, pursuant to ¶14, and the Division Engineer or Water Commissioner approves the modification of the existing site or use of the new site before using the modified or new site.



For those structures receiving South Platte River water via Julesburg Reservoir, the following terms shall apply:

11.4.1. Water is delivered through Julesburg Reservoir to some of Applicant's recharge sites which are located along the Highline Canal and Settlers Ditch. Julesburg Reservoir is an irrigation reservoir with a senior water storage right bearing an appropriation date of February 12, 1904. Applicant will deliver water to its recharge sites on a direct flow basis only on the recharge priority decreed herein, without storing the water in Julesburg Reservoir. The terms and conditions in this paragraph are to assure that water shall not be stored in Julesburg Reservoir under the water rights decreed herein, and that water stored in Julesburg Reservoir under the 1904 decree, or any other decree, shall not be used for recharge under this decree. Therefore, water shall be delivered through Julesburg Reservoir to Applicant's recharge sites under this decree only under the following terms and conditions:

- 11.4.1.1. The storage season for Julesburg Reservoir begins on November 1 each year and continues until the Reservoir has reached its final fill, which historically has occurred in March or April. After November 1 each year, Applicant may deliver water through Julesburg Reservoir to its recharge sites on the Highline Canal and Settlers Ditch only after the Division Engineer has determined that Julesburg Reservoir has reached its final fill.
- 11.4.1.2. From March 1 through March 31 of each year, so long as Julesburg Reservoir has first reached its final fill, Applicant may deliver water through Julesburg Reservoir to its recharge sites on the Highline Canal, at a flow rate not to exceed 46 cfs.
- 11.4.1.3. After March 31 of each year, so long as Julesburg Reservoir has first reached its final fill, until October 31 of each year, Applicant may deliver water through Julesburg Reservoir to its recharge sites on the Highline Canal and Settlers Ditch at any time that the recharge right decreed herein is in priority.
- 11.4.1.4. Applicant may deliver recharge water through Julesburg Reservoir only so long as Applicant delivers and releases all recharge water through the Reservoir at the same time and so long as the



rate and volume of water placed into Julesburg Reservoir under the recharge water rights decreed herein is equal to the rate and volume of water released under those rights for delivery to recharge sites. Applicant shall instantaneously measure all water placed into and released from Julesburg Reservoir under the recharge water rights decreed herein. Applicant shall record the time, rate, and volume of diversions to the reservoir and the time, rate, and volume of releases from the reservoir daily and shall report the information monthly as part of the accounting required under ¶29.8 of this decree. The measuring devices and accounting procedures required by this paragraph shall be approved by the Division Engineer.

- 11.4.1.5. Nothing in this decree or in this proceeding determines any issue relating to the title, ownership or use of the Harmony Ditch and its appurtenances. Applicant must obtain such right by agreement or other legal means prior to use of such structures.
- 11.4.1.6. The Applicant currently has no right to use the Harmony Ditch to deliver the water rights that are the subject of this Application. The Harmony Ditch Company claims ownership of the Harmony Ditch, which is held by The Harmony Ditch Company for the use and benefit of the shareholders of The Harmony Ditch Company. The ownership and use of the Harmony Ditch are the subject of proceedings in Case No. 2005CV207, pending before the District Court in and for Logan County, Colorado. The Applicant agrees, and the Court orders, that Applicant shall not use the Harmony Ditch to divert and deliver any water, including, but not limited to, the water rights for the Settlers Ditch and the Highline Canal described in this decree, until such time as both: (1) the proceedings in Case No. 2005CV207 and any appeals therefrom, are the subject of either a final, non-appealable order of the Court or have been resolved pursuant to a stipulation or agreement signed by The Harmony Ditch Company; and (2)



the Applicant has entered into a written agreement with The Harmony Ditch Company, or such entity or combination of entities as has been determined to own the Harmony Ditch in Case No. 2005CV207, that will allow the Applicant to use the Harmony Ditch to divert and deliver water including, but not limited to, the water rights for the Settlers Ditch and the Highline Canal described in this decree. In the event that both: (1) the proceedings in Case No. 2005CV207 and any appeals therefrom are the subject of either a final, non-appealable order of the Court or have been resolved pursuant to a stipulation or agreement signed by The Harmony Ditch Company; and (2) the Applicant has not obtained the right to use the Harmony Ditch in the manner expressly provided by this paragraph on or before September 30, 2011, the water rights for the Settlers Ditch and the Highline Canal described in this decree shall automatically terminate without further action by the Court. Nothing in this paragraph 11.4.1.6 affects the water rights for diversion of waste water and seepage in the Settlers Ditch and/or the Highline Canal described in paragraphs 11.1.2 and 11.1.3 of this decree, as the Applicant agrees and stipulates that the Harmony Ditch has not been, and shall not be used for diversion of waste water and/or seepage in the Settlers Ditch and the Highline Canal.

11.5. Petersen Ditch Recharge Sites:

- 11.5.1. Sittner: In the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 11 North, Range 46 West, 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 2 acres. Total active capacity in acre-feet: 4 a.f. with 0 dead storage.
- 11.5.2. Rundall: In the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 12 North, Range 46 West, 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 2 acres. Total active capacity in acre-feet: 6 a.f. with 0 dead storage.
- 11.5.3. Sanger: In the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 12 North, Range 45 West, 6th P.M., Sedgwick County, Colorado. Surface area of high water line: 4 acres. Total active capacity in acre-feet: 12 a.f. with 0 dead storage.
- 11.5.4. Schneider 1/28: In the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, Township 12



RECK AGRI
REALTY & AUCTION

535 E Chestnut | PO Box 407
Sterling, CO 80751
970.522.7770
reckagri.com