

# NORTH YUMA COUNTY IRRIGATED LAND AUCTION

November 12, 2024

**ONLINE  
ONLY  
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770



# **DUE DILIGENCE PACKET**

**Printed: October 29, 2024**

## ***NORTH YUMA COUNTY IRRIGATED LAND AUCTION***

*Yuma County, Colorado*

TO BE SOLD AT

MULTI PARCEL AUCTION  
with RESERVE

**Tuesday, November 12, 2024**

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

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



535 E Chestnut, P.O. Box 407, Sterling, CO 80751  
(970) 522-7770 or 1-800-748-2589  
bgardiner@reckagri.com  
[www.reckagri.com](http://www.reckagri.com)

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# Terms & Conditions

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

**ONLINE BIDDING PROCEDURE:** The North Yuma County Irrigated Land Auction will be offered for sale in 3 parcels. BIDDING WILL BE ONLINE ONLY on Tuesday, November 12, 2024. Bidding will begin @ 8 am, MT and will "soft close" @ 12 pm, MT (noon) on Parcel #1. Bidding remains open as long as there is continued bidding on Parcel #1. Bidding will close when 5 minutes have passed with no new bids. Bidding on Parcels #2 and #3 will "soft close" 10 minutes AFTER the close of Parcel #1. Bidding will close when 5 minutes have passed with no new bids on either parcel.

To bid at the online auction: 1.) Download RECK AGRY MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the 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 the Due Diligence Packet and 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 the 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 the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

**SALE TERMS/PROCEDURE:** The "North Yuma County Irrigated Land Auction" is an online only auction with RESERVE. The property will be offered in 3 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 on each parcel, not price per acre. *NOTE: Advertised "starting bids" are not the "reserve"; an announcement will be made to all bidders during the auction when the reserve has been met.*

**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 of 15% of the purchase price is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions of the Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available within the Due Diligence Packet.

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 20, 2024. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s). Closing may be extended up to 30 days, if necessary, for completion of survey and/or subdivision exemption process.

**TITLE:** Seller to pass title by Special Warranty/Trustee'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 within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

**POSSESSION:** Possession of property upon closing.

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

**PROPERTY CONDITION:** Prospective buyers 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 Seller's water rights, water wells, well permits, and equipment appurtenant to the property for irrigation, including but not limited to the following: Parcel #1 - Permit #19410-FP (irrigation), electric motor/pump, center-pivot sprinklers; Parcel #3 – Permit #48966 (domestic). The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Republican River Water Conservation District, and the local groundwater district. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment.

**GROWING CROPS:** None

**FSA DETERMINATION:** FSA base acres and yields to pass with Parcel #1 as designated within the Due Diligence Packet. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the Due Diligence Packet.

**REAL ESTATE TAXES:** 2024 real estate taxes and assessments due in 2025 to be paid by Seller, at closing. Buyer(s) will be responsible for 2025 and all future taxes and assessments.

**LEGAL DESCRIPTIONS:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Parcels #2 and #3 will be surveyed and are subject to approval of subdivision exemption through Yuma County. Cost of survey and exemption process will be paid by Seller.

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

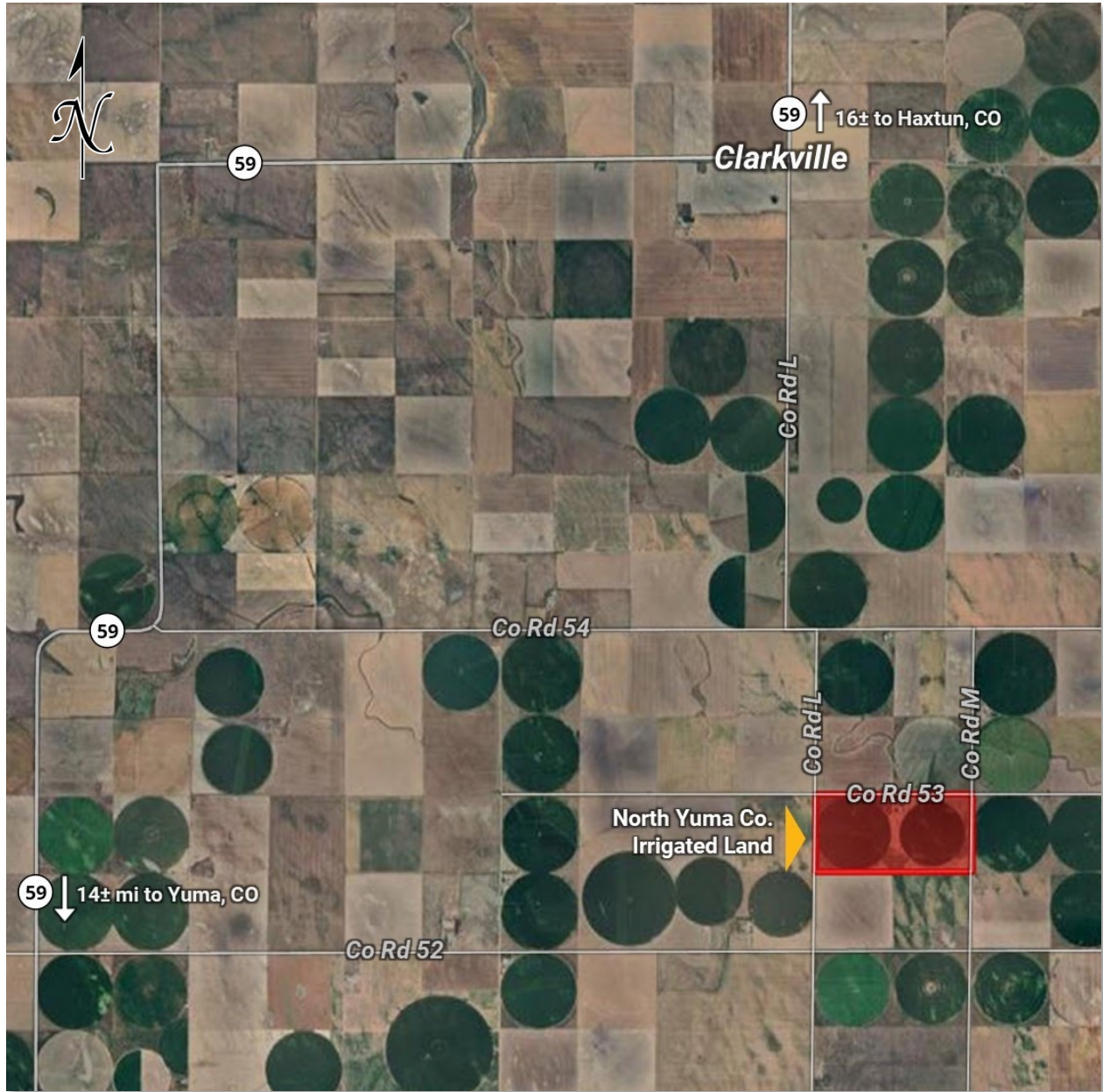
**NOXIOUS WEEDS:** There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc.). The location of and the density of noxious weeds is unknown at this time.

**ACREAGES:** All stated acreages in the initial brochure and Due Diligence Packet are approximate and are obtained from aerial photos from the FSA office. The county tax records 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 brochure and/or published 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 "North Yuma County 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  
#1**

**Parcel Map**





# Parcel Information



## Legal Description:

N1/2 of Section 10, except two tracts (Parcels #2 & #3 herein), Township 4 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 24-33 for legal description, title commitment, and title exceptions.

## Acreage:

210.0± Ac Pivot Irrigated

70.0± Ac Dryland Corners\* (enrolled in pollinator program)

22.0± Ac Grass Corners\* (enrolled in Corners for Conservation program)

7.0± Ac Rds/Waste

---

**309.0± TOTAL\***

*\*acres may vary upon completion of survey of Parcels #2 & #3.*

## Soils:

Soils consists primarily of Class III. See Soils Map on Page 10.

## Taxes & Assessments:

Estimated 2023 real estate taxes paid in 2024 were: \$2,230±; \$6,510.00 for RRWCD & \$26.25 for W-Y GWMD.

## FSA Information:

FSA bases: 211.1 ac corn w/ 209 bu PLC yield; 38.3 ac corn w/ 170 bu PLC yield; 32.5 ac wheat w/ 39 bu PLC yield. (FSA Tracts #13558 & #13557)

## Irrigation Water & Equipment:

Irrigation Well Permit #19410-FP appropriated for 525 ac-ft annually, pumping 1,400± GPM. Well is drilled to total depth of 315 ft. A nearby monitoring well shows 2024 static level at 204 ft. See Parcel Map on previous page for location of said monitoring well. [Well/pump efficiency test should be available by request before the auction.](#)

See Pages 12-20 for copy of well permit and original well log, historical diversion graph, and 2024 TFM test.

Equipment includes 250 HP US Electric motor and pump

**West Pivot:** '03 Valley 8000 (8-tower); **East Pivot:** Reinke Electrogator II (6-tower)— SN: 0111-46761

## Comments:

Sugar beets grown in 2024 (irrigated acres). Approx. 70± acres of the dryland corners are enrolled in a pollinator program through EQIP; the NRCS encourages the next owner to comply with the program, but there are no obligations to do so. See Page 11 for map of acreage enrolled in said program.

3 sprinkler corners are enrolled in Corners for Conservation ("CFC" on map) with CO Parks & Wildlife through 2026; payment is \$75/ac—Buyer has the option to continue or terminate.

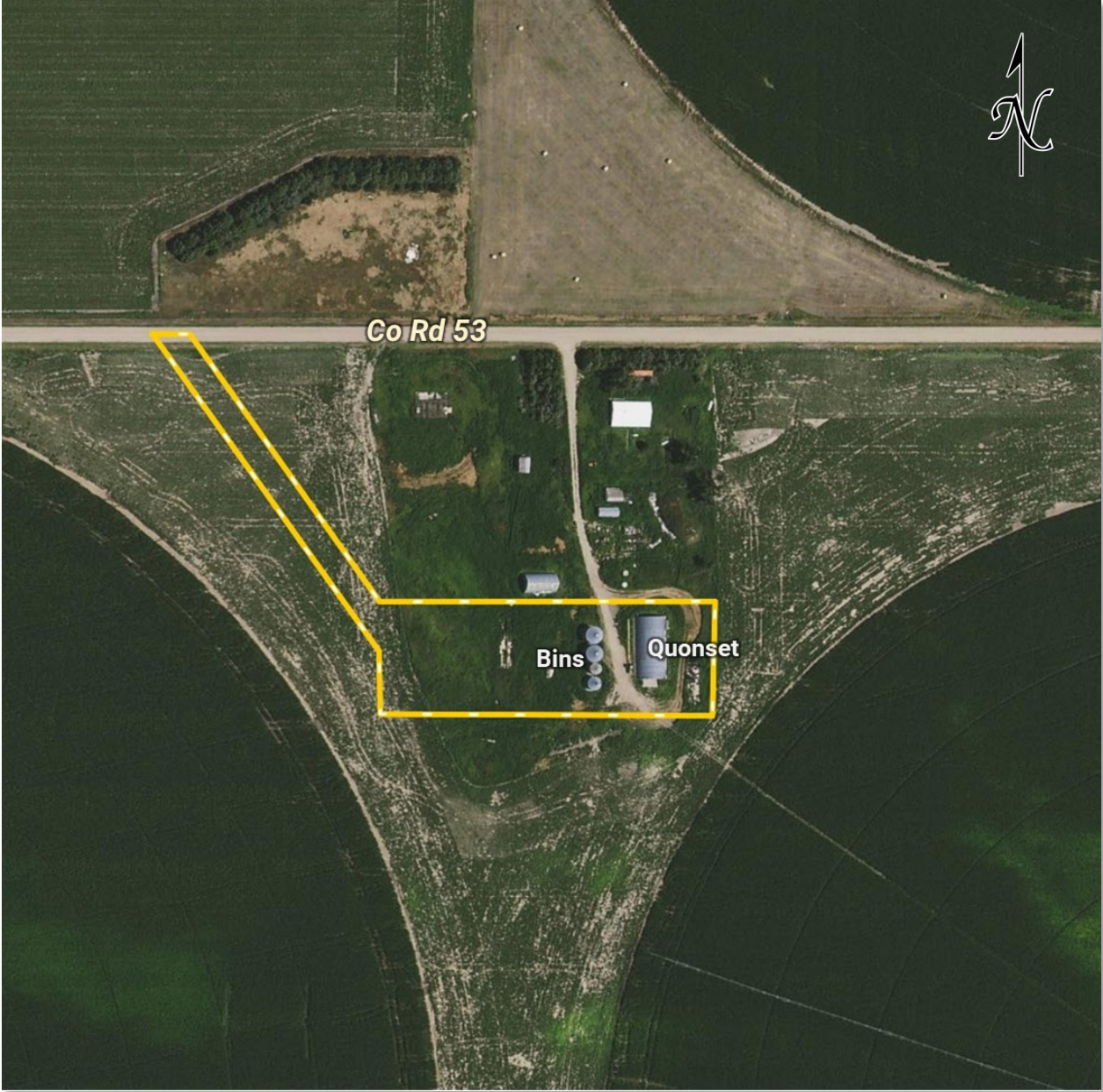
## Starting Bid:

\$1,300,000



**Parcel  
#2**

**Parcel Map**



# Parcel Information

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**Parcel  
#2**

## **Legal Description:**

Parcel in N1/2 (to be surveyed) of Section 10, Township 4 North, Range 47 West of the 6th PM, Yuma County, CO.

See Pages 24-33 for legal description, title commitment, and title exceptions.

## **Acreage:**

3.2± Acres Total\*

*\*acreage may change after survey is complete*

## **Taxes:**

Estimated 2023 real estate taxes paid in 2024 were: \$172±;

## **Comments:**

50' x 100' quonset with concrete floor. Grain bins (estimated 17,000 bushel capacity total on two larger bins).

## **Starting Bid:**

\$25,000





# Parcel Information

---



**Parcel  
#3**

## **Legal Description:**

Parcel (to be surveyed) in N1/2 of Section 10 Township 4 North, Range 47 West of the 6th PM, Yuma County, CO. Address: 10522 Co Rd 53, Yuma CO 80759

See Pages 24-33 for legal description, title commitment, and title exceptions.

## **Acreage:**

8.5± Ac Total\*

\*acreage may change after survey is complete

## **Taxes:**

Estimated 2023 real estate taxes paid in 2024 were: \$522±;

## **Well:**

Domestic Well Permit #48966.

See Pages 21-22 for copy of well permit and original well log.

## **Comments:**

Farmstead acreage with mobile home (poor condition) and buildings. Electricity.

There is no title to mobile home.

## **Starting Bid:**

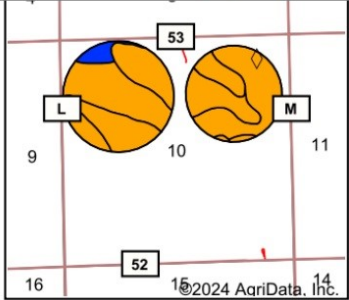
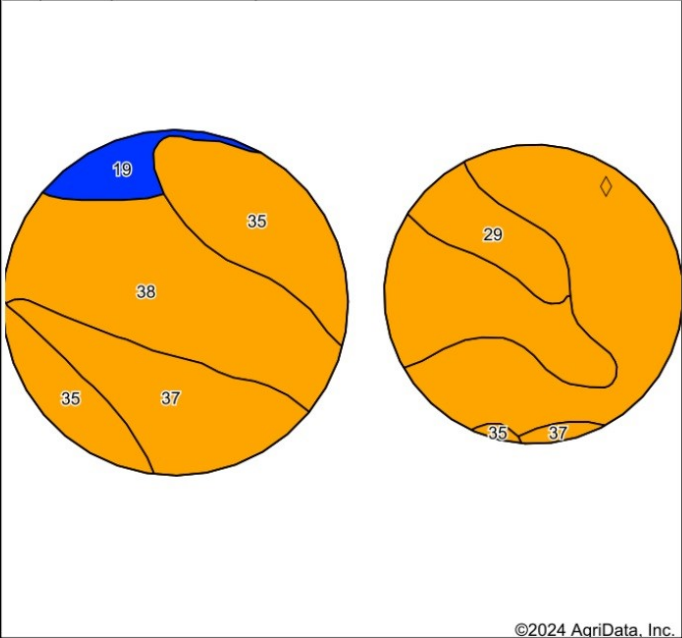
\$40,000



# Parcel #1

# Soils Map

Symbol	Name	Description
◇	DEP	Depression, closed
		A shallow, saucer-shaped area that is slightly lower on the landscape than the surrounding area and that does not have a natural outlet for surface drainage. Typically 0.5 to 5 acres.



State: Colorado  
 County: Yuma  
 Location: 10-4N-47W  
 Township: Yuma  
 Acres: 210  
 Date: 9/11/2024



Soils data provided by USDA and NRCS.

©2024 AgriData, Inc.

Area Symbol: CO125, Soil Area Version: 24					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
38	Rago clay loam, occasional overflow, 0 to 2 percent slopes	99.70	47.5%		IIIIs
35	Platner loam, 0 to 3 percent slopes	61.72	29.4%		IIIIs
37	Rago loam, 0 to 3 percent slopes	28.23	13.4%		IIIIs
29	Manter loamy sand	12.67	6.0%		IIIe
19	Haxtun sandy loam, 0 to 3 percent slopes	7.68	3.7%		IIe
<b>Weighted Average</b>					<b>2.96</b>

Location: T4N R47W N1/2 10  
Yuma County, Colorado



# Map of Pollinator Program

Land Units: Tract 13557, Fields 3



8/31/82

PERMIT INFORMATION SHEET

X

PERMIT NO. 19410-FP

OWNER Jack A. Roberts

Priority Date 1-8-75

Division Code 1

City No. \_\_\_\_\_

County Code 63



Use Irrigation

Water District 65

315 feet

Management District Code 6

Where expanded acres under this permit? yes  No  If yes, see additional sheet.

Designated Basin Code 1

Well Permit #19410-FP

WELL LOCATION NW 1/4 NW 1/4, Section 10, Township 4 N, Range 47 West  
600 feet from the N section line, 100 feet from the W section line.

PERMIT STATISTICS 525 Acre-feet/year, 1800 G.P.M., 210 Acres

Description of irrigated acres NW 1/4, PT NE 1/4 Sec 10, T4N, R47W

Initials DDn Date 10-31-84

Date Completed 4-7-75, Date Issued 3-11-75, Beneficial Use must have been by 3-11-78, Action Code 0

log. rec'd 12-19-75

STAFF COMMENTS

Initials DDn Date 10-31-84

DISTRICT COMMENTS

RESULTS OF ACTION SBU Received? Yes  No  Reasons Received? Yes  No  Not required

Comments: \_\_\_\_\_

PUBLICATION OF SBU AND REASONS Was publication required? Yes  No  Publication dates \_\_\_\_\_

Objections received? Yes  No  If yes, hearing results \_\_\_\_\_

Was hearing decision appealed? Yes  No  If yes, court's findings \_\_\_\_\_

Check here when the permit status is clarified  Initials DDn Date 10-31-84

Check here when Final Permit information is keypunched  Verified  Initials DDN Date 4-10-91

RESULTS OF PRIORITY LIST PUBLICATION Objection received? Yes  No  If yes, hearing results \_\_\_\_\_

Was hearing decision appeals? Yes  No  If yes, findings of the court \_\_\_\_\_

Check when Final Permit fee is received  Receipt No. 327043 FINAL PERMIT ISSUED  DATE 6/7/91



THIS FORM MUST BE SUBMITTED PRIOR TO THE EXPIRATION OF THE PERMIT. TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

COLORADO DIVISION OF WATER RESOURCES

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

STATE OF COLORADO

COUNTY OF Y Yuma

SS.

AFFIDAVIT

RECEIVED

06 '76 WATER RESOURCES STATE ENGINEER COLO.

STATEMENT OF BENEFICIAL USE OF GROUND WATER AMENDMENT OF EXISTING RECORD

PERMIT NUMBER 019410-E

LOCATION OF WELL

THE AFFIANT(S) Jack A. Roberts whose mailing address is Wages Rt., Yuma, Colorado 80759

County Yuma NW 1/4 of the NW 1/4, Section 10 Twp. 4 N, Rng. 47 W, 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 600 feet from the North section line and 100 feet from the West section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 1st day of June, 1975; the maximum sustained pumping rate of the well is 1800 gallons per minute, the pumping rate claimed hereby is 1800 gallons per minute, the total depth of the well is 313 feet; the average annual amount of water to be diverted is 525 acre-feet; for which claim is hereby made for irrigation of farm land purpose(s); the legal description of the land on which the water from this well is used is

All of the NW 1/4, portions of the NW, SW, NE, NW of the NE 1/4 of Sec 10 which totals 210 acres and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

Signature(s) Jack A. Roberts

Subscribed and sworn to before me on this 5 day of January, 1976

My Commission expires: 1/17/79 NOTARY PUBLIC

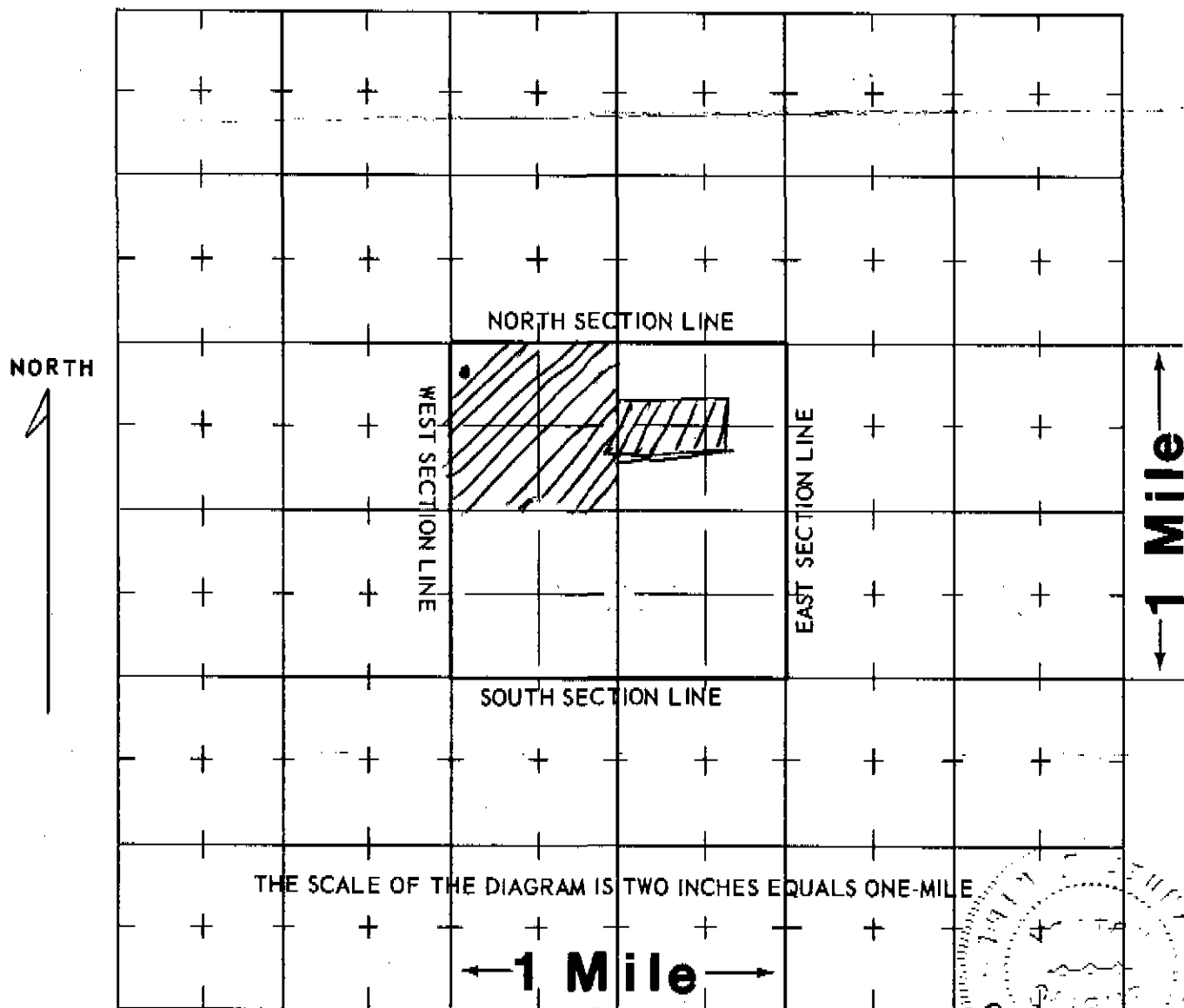
ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY Court Case No. Prior. Mo. Day Yr. Div. 1 Cty. 63 Sec. Well Use 6 Dist. 65 Basin 1 Man. Dis. 6

Well drilled by Stewart Drilling Co Lic. No. 66  
 Pump installed by Stewart Drilling Co Lic. No. 66  
 Meter Serial No. \_\_\_\_\_  Flow Meter Date Installed \_\_\_\_\_  
 Owner of land on which water is being used Jack A. Roberts

THE LOCATION OF THE WELL MUST BE SHOWN AND THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the CENTER SQUARE (one section) to indicate the location of the well, if possible.



**WATER EQUIVALENTS TABLE (Rounded Figures)**

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

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

COLORADO DIVISION OF WATER RESOURCES

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019410-F

RECEIVED

DEC 14 1975

WATER RESOURCES  
STATE ENGINEER  
COLORADO

WELL OWNER Jack A. Roberts

NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 10

ADDRESS Wages Rt Yuma, Colo 80759

T. 4 N. R. 47 W. 6 P.M.

DATE COMPLETED April 17, 19 75

HOLE DIAMETER

26 in. from 0 to 313 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	2	Top soil	
2	137	Sand, gravel, clay sandstone streaks	
137	210	Gravel & sandstone	✓ 30
210	220	Gravel	✓ 10
220	241	Clay & gravel streaks	✓ 20
241	255	Gravel	✓ 4XX
255	261	Clay	✓ 38
261	299	Gravel	✓ XX
299	315	Gravel & clay streaks	✓ XX

10

Jack A. Roberts  
19410-F  
1-8-75  
4-75 1800 525 88%  
DEST 155 G 60%  
1800 160 129 4 H.  
30 315  
210

TOTAL DEPTH 315 ft.

Use additional pages necessary to complete log.

DRILLING METHOD Reverse rotary

CASING RECORD: Plain Casing

Size 16 & kind Transite from 0 to 225 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Perforated Casing

Size 16 & kind Transite from 225 to 313 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

GROUTING RECORD

Material None

Intervals \_\_\_\_\_

Placement Method \_\_\_\_\_

GRAVEL PACK: Size Well rock

Interval From 0 to 313 ft.

TEST DATA

Date Tested April, 19 75

Static Water Level Prior to Test 160 ft.

Type of Test Pump Turbine

Length of Test 4 hours

Sustained Yield (Metered) 1800

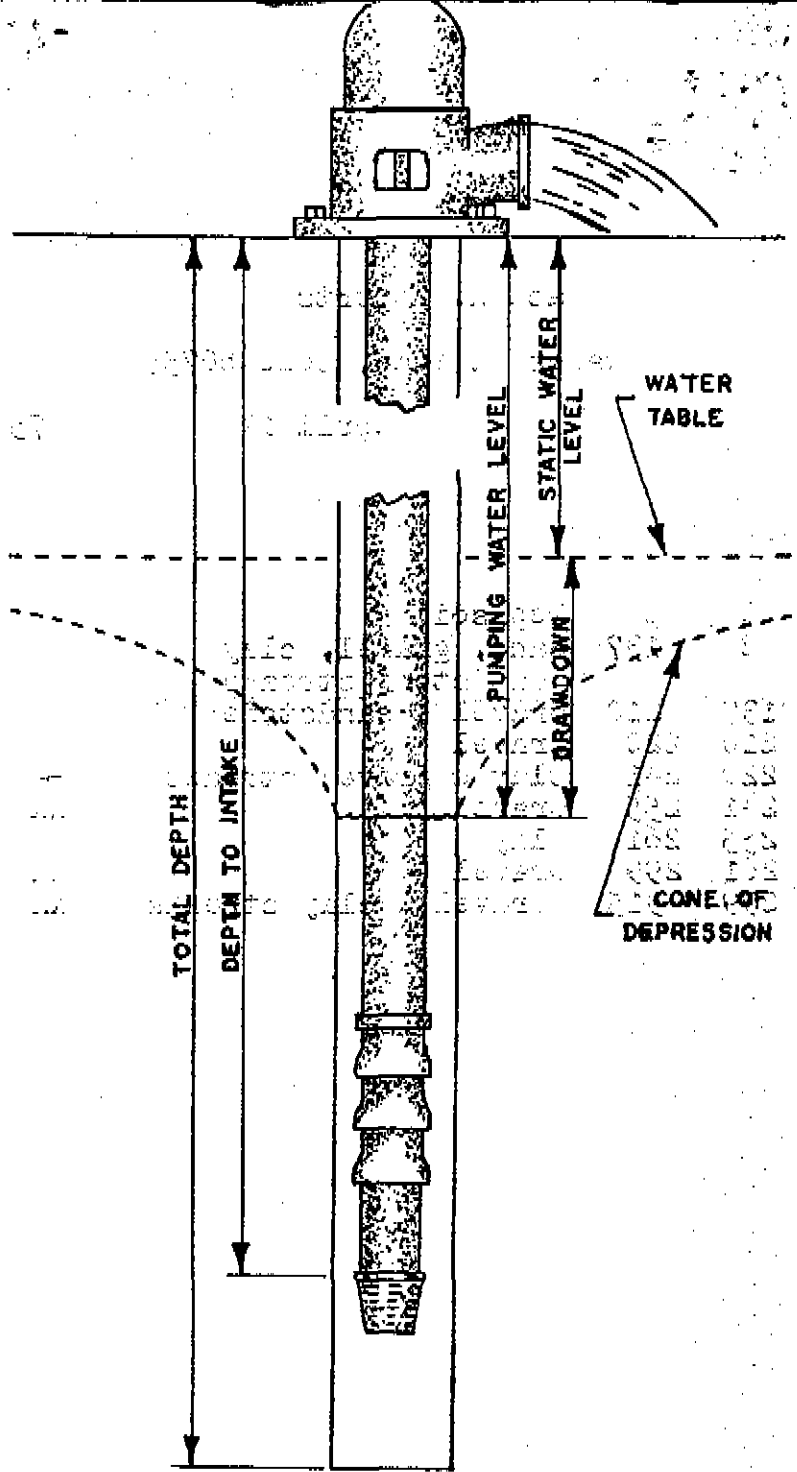
Final Pumping Water Level 190 ft

**PUMP INSTALLATION REPORT**

Pump Make National  
 Type Turbine  
 Powered by Natural gas HP 150  
 Pump Serial No. 343  
 Motor Serial No. \_\_\_\_\_  
 Date Installed May 2, 1975  
 Pump Intake Depth 220 ft  
 Remarks \_\_\_\_\_

**WELL TEST DATA WITH PERMANENT PUMP**

Date Tested May 10, 1975  
 Static Water Level Prior to Test 160 ft  
 Length of Test 4 Hours  
 Sustained yield (Metered) 1800 GPM  
 Pumping Water Level 160 ft  
 Remarks \_\_\_\_\_



**CONTRACTORS STATEMENT**

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

Signature Pennie Stewart License No. 66

State of Colorado, County of Logan SS

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 19 75.

My Commission expires: \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public Elvie E. Stewart





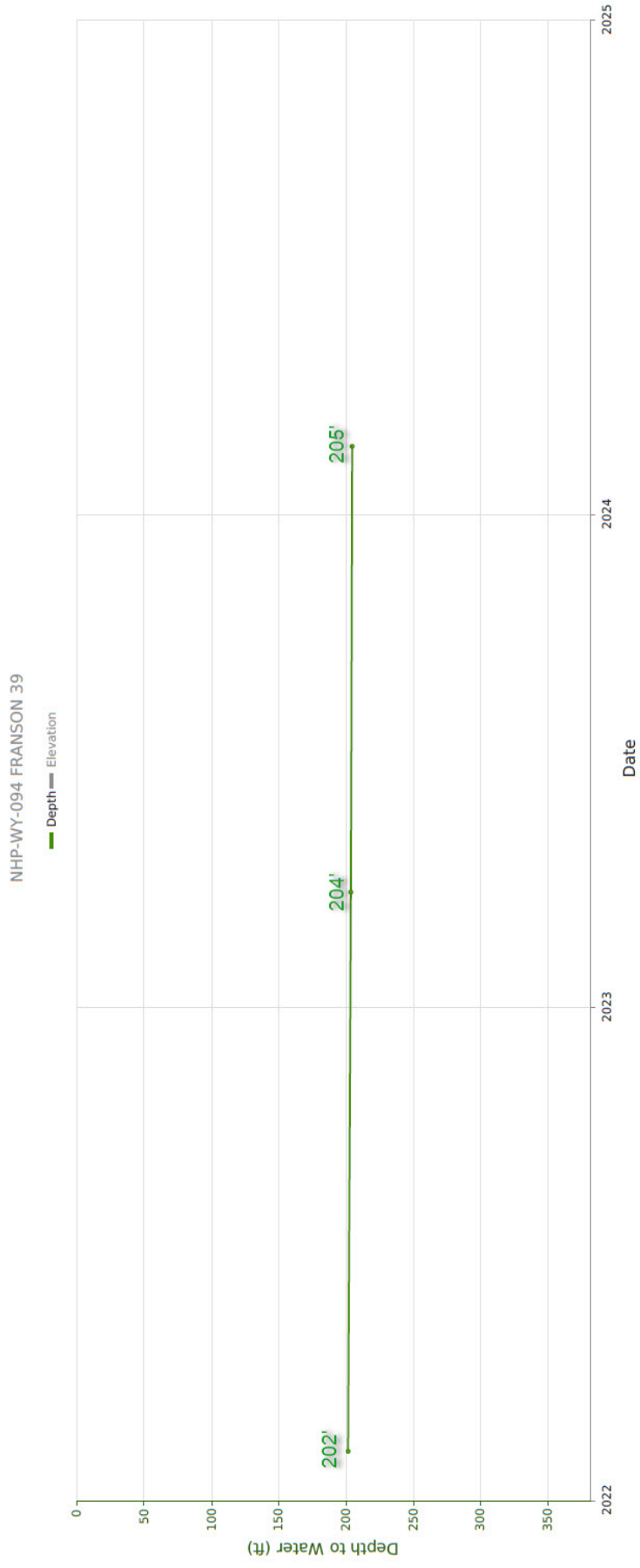


**COLORADO**  
Division of Water Resources  
Department of Natural Resources

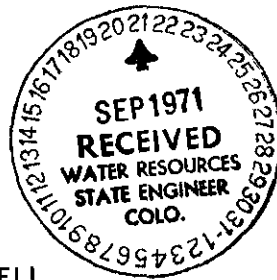
COMMENTS:

# Monitoring Well - located just east of the SE corner of property (See Map) Static Level

©







APPLICATION FOR:  A PERMIT TO CONSTRUCT A WELL  
 REPLACEMENT FOR NO. \_\_\_\_\_  
 A PERMIT TO INSTALL A PUMP  
 OTHER

PRINT OR TYPE LOCATION OF WELL

APPLICANT Leo. Korf COUNTY Yuma

Street Address \_\_\_\_\_ NW 1/4, of the NE 1/4, sec. 10

City & State Yuma, Colorado T. 4N, R. 17, 6 P.M.

Use of ground water Domestic Street or Lot & Block \_\_\_\_\_

Owner of land on which well is located Leo. W. Korf City or Subdiv. \_\_\_\_\_ Filing \_\_\_\_\_

Owner of irrigated land \_\_\_\_\_ Ground Water Basin High Plains

Number of acres to be irrigated \_\_\_\_\_ Water Management District W-Y

Legal description of irrigated land NE 1/4 sec. 10 LOCATE WELL ON THE BACK OF THIS SHEET

Other water rights on this land none Driller Burgess Well Co. No. 375

Aquifer (s) ground water is to be obtained from Ogallala Driller's Address Yuma, Colorado

Storage capacity \_\_\_\_\_ AF Signature of Applicant Leo W Korf  
CONDITIONS OF APPROVAL

ANTICIPATED PUMPING RATE 20 GPM

AVERAGE ANNUAL AMOUNT OF GROUND WATER TO BE APPROPRIATED \_\_\_\_\_ Acre-feet

ESTIMATED WELL DATA

Anticipated start of drilling Now 19 71

Anticipated start of use Now 19 71

Hole Diameter:

10 in. from 0 ft. to 300 ft.  
\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Casing:

Plain 5 in. from 0 ft. to 280 ft.  
\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perf. 5 in. from 280 ft. to 300 ft.  
\_\_\_\_\_ in. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

ESTIMATED PUMP DATA

Type sub, HP 1 Outlet Size 1.5

NO. GW 14972  
APPLICATION APPROVED:  
VALID FOR ONE (1) YEAR AFTER DATE ISSUED  
UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO  
THE ISSUING AGENCY  
PERMIT NO. 48966 CONDITIONAL   
DATE ISSUED SEP 21 1971  
STATE ENGINEER [Signature]  
BY [Signature]

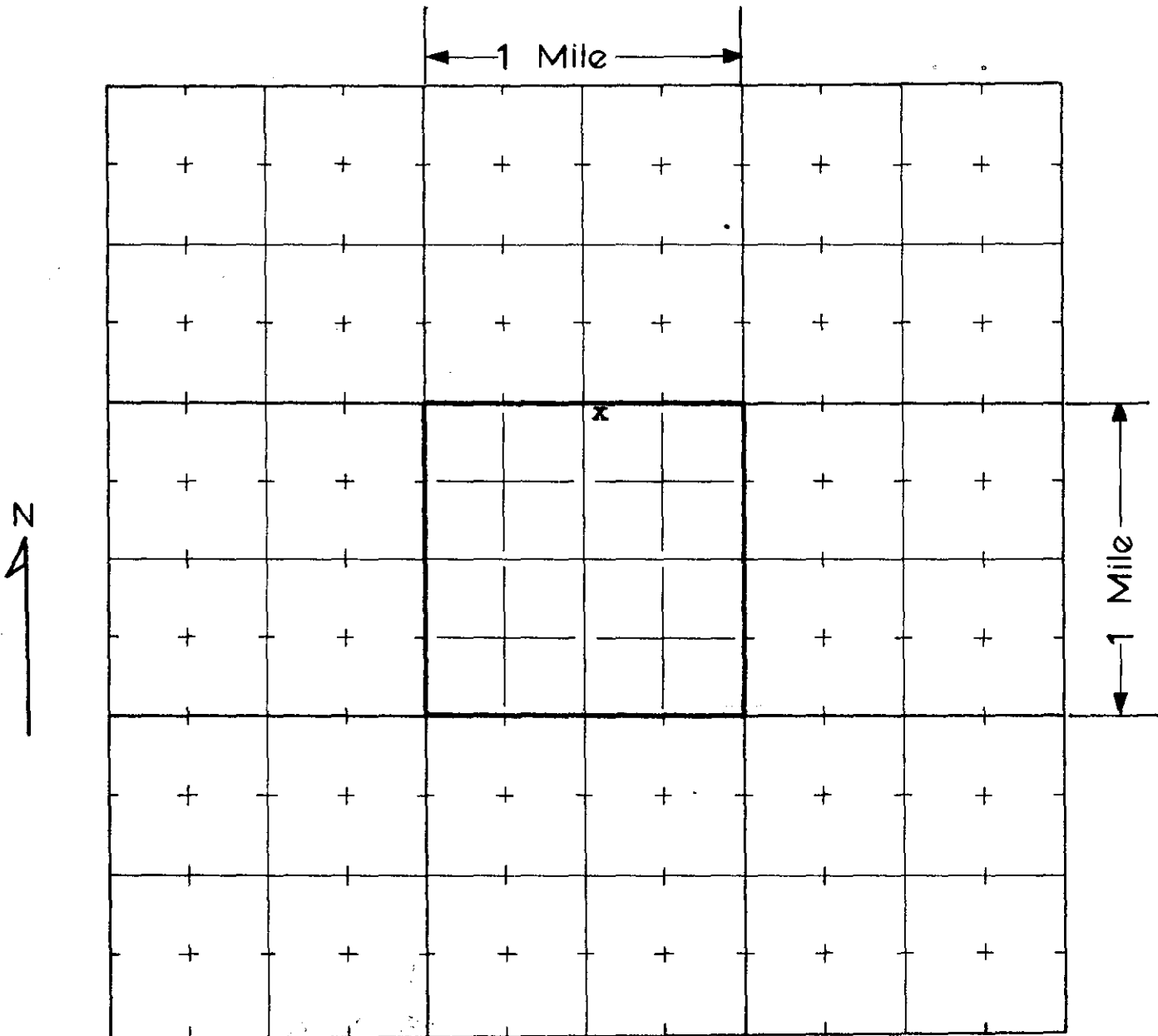
THE LOCATION OF THE PROPOSED WELL SHALL BE SHOWN ON THE DIAGRAM BELOW WITH REFERENCE TO SECTION LINES OR GOVERNMENT SURVEY CORNERS OR MONUMENTS.

300 feet from No. (North or South) section line

2500 feet from East (East or West) section line

IF WELL IS FOR IRRIGATION, THE AREA TO BE IRRIGATED MUST BE SHADED OR CROSS-HATCHED.

This diagram represents nine (9) sections. Use the CENTER SQUARE (one section) to indicate the location of the well.



THE SCALE OF THE DIAGRAM IS TWO INCHES EQUALS ONE-MILE

# YUMA COUNTY PROPERTY TAX STATEMENT

## 2023 Taxes Payable in 2024

### Real Estate

Date: 2/12/2024

#### PROPERTY DESCRIPTION

Statement #: 15834 CAMA Account #: R417031  
 Parcel #: R417031 Tax District: 60 - Dist #60  
 Property Address: 10522 COUNTY ROAD 53 - YUMA, CO 80759  
 Land Nbh: Block: Lot:  
 Legal Description (may be incomplete): Total Acres: 320.000000  
 10 4-N-47 N1/2  
 Owner ID #: ROBE00349  
 Owner Name: ROBERTSON, KIT  
 ROBERTSON, DEXTER LEWIS REVOCABLE LIVING TRUST  
 Owner Address: 320 E 8TH AVE  
 YUMA, CO 80759-2842

Chrystal Hammond  
 YUMA COUNTY TREASURER  
 310 Ash, Suite C  
 WRAY, CO - 80758  
 970-332-4965  
 chammond@co.yuma.co.us

#### VALUATION

	Actual	Assessed
Land Value	118,030	31,160
Improv. Value	34,670	9,150
<b>Total Value</b>	<b>152,700</b>	<b>40,310</b>
Adj. Assd. Value		40,310

ASSESSED VALUE X MILL LEVY = LEVIED TAX

#### DIST AUTHORITY MILL LEVY LEVIED TAX

60 County	21.714000	875.30
60 C4 West Yuma County Cemetery Distric	0.497000	20.03
60 H1 West Yuma County District Hospita	4.948000	199.45
60 Soil Conservation District	0.500000	20.16
60 W4 W-Y Water District	0.345000	13.91
60 Yuma 1 School District	37.215000	1,500.14
60 Yuma County Water Authority (PID)	3.462000	139.55
60 Yuma County Weed/Pest District	2.002000	80.70
60 Yuma Rural Fire District	1.877000	75.66

**Grand Totals: 72.560000 2,924.90**

#### TAX SUMMARY

Levied Taxes	2,924.90
RRWCD	6,510.00
WGWM	26.25

**Amount Due: 9,461.15**

PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	03/08/2024	4,730.58
Second Half Tax:	06/17/2024	4,730.57
Full Year Tax:	04/30/2024	9,461.15

#### PROPERTY STATUS CODES

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 57.661000

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

- Use enclosed envelope to mail payment.
- Post dated checks are not acceptable.
- If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".
- The Treasurer's Office if required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.

- County Treasurer is not responsible for erroneous payments. If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.
- Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.
- Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

## 2023 Taxes Payable in 2024

RETURN THIS COUPON FOR SECOND HALF PAYMENT

### 2nd HALF PAYMENT COUPON

Real Estate

**2ND HALF DUE BY 06/17/2024**

4,730.57

STATEMENT #: 15834  
 ACCOUNT #: R417031  
 TAXPAYER ID #: ROBE00349  
 ROBERTSON, KIT  
 ROBERTSON, DEXTER LEWIS REVOCABLE LIVING TRUST  
 320 E 8TH AVE  
 YUMA, CO 80759-2842



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

## 2023 Taxes Payable in 2024

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

### 1st HALF/FULL PAYMENT COUPON

Real Estate

**1ST HALF DUE BY 03/08/2024**

4,730.58

STATEMENT #: 15834  
 ACCOUNT #: R417031  
 TAXPAYER ID #: ROBE00349  
 ROBERTSON, KIT  
 ROBERTSON, DEXTER LEWIS REVOCABLE LIVING TRUST  
 320 E 8TH AVE  
 YUMA, CO 80759-2842



**FULL AMOUNT DUE BY 04/30/2024**

9,461.15



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

# Title Commitment



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

**Issuing Agent:** Yuma County Abstract Company  
**Issuing Office:** 130 East 4th Street, Wray, CO 80758  
**Issuing Office's ALTA® Registry ID:**  
**Loan ID Number:**  
**Commitment Number:** 20893  
**Issuing Office File Number:** 20893  
**Property Address:** Agricultural Land  
**Revision Number:**

1. **Commitment Date:** September 18, 2024 at 8:00 A.M.

<b>2. Policy to be issued:</b>	<b>Proposed Amount of Insurance</b>
(a) 2021 ALTA® Owner's Policy	\$500.00

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

Proposed Insured: 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:**

Kit Robertson and The Dexter Lewis Robertson Revocable Living Trust dated September 5, 2013

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**STEWART TITLE GUARANTY COMPANY**

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

<b>ALTA OWNERS POLICY</b>	<b>\$500.00</b>
Deposit - To Be Determined	
<b>TAX CERTIFICATE</b>	<b>\$15.00</b>
<b>COPIES</b>	<b>\$5.00</b>
<b>TOTAL</b>	<b>\$520.00</b>

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

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File No. 20893

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

Covering the Land in the State of **Colorado**, County of **Yuma**, described as follows:

**TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.**

**SECTION 10:** N½;

**SUBJECT TO** County Road 53 along the North side, County Road M along the East side, and County Road L along the West side of said Section 10;

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File No. 20893

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 20893

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 14 at Page 18 and Book 90 at Page 79, Yuma County, Colorado records.

(continued on next page)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 20893

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

11. Right of Way and Easement, whether in fee or easement only, to construct, install, maintain, renew, replace and operate pipelines below ground, and appurtenances thereto, for the transportation of gas, in, on, over and through W½NW¼ Section 10, Township 4 North, Range 47 West of the 6th P.M., together with the right of ingress to and egress from said premises, as granted to Kansas-Nebraska Natural Gas Company, Inc. in instrument dated March 19, 1968, recorded June 17, 1968 in Book 449 at Page 316, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the public in and to the use of County Road 53, County Road L, and County Road M.
14. One-half of all minerals covering the N½ Section 10, Township 4 North, Range 47 West of the 6th P.M., as reserved by Leoette Ileen Korf nka Leoette I. Gorman in Warranty Deed dated January 16, 2003, recorded January 16, 2003 as Reception #510748, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate, between Buyer to be determined, and Kit Robertson and The Dexter Lewis Robertson Revocable Living Trust dated September 5, 2013, Sellers.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 20893

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2





14-  
18

#6301

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 15096

To all to Whom these Presents shall come, Greeting:

Whereas, *Frederick Pomranke* of *Summit County Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Denver Colorado* whereby it appears that full payment has been made by the said *Frederick Pomranke*

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the

*South West quarter of Section seventeen in Township four North of Range forty seven West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Frederick Pomranke*

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Frederick Pomranke*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Frederick Pomranke*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

*and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals, constructed by the authority of the United States*

In Testimony Whereof, I, *Benjamin Harrison* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the *twenty seventh* day of *October* in the year of our Lord one thousand eight hundred and *ninety-one* and of the independence of the United States the one hundred and *sixteenth*

BY THE PRESIDENT: *Benjamin Harrison* By *Ellis M. Hoopes* Secretary.

Recorded, Vol. *26 A.*, Page *197* *J. M. Townsend* Recorder of the General Land Office.

Filed for Record the *30* day of *April* A. D. 189*2*, at *11* o'clock *A.M.*

*John M. Heinicke* Recorder.

By..... Deputy.

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 9131

To all to Whom these Presents shall come, Greeting:

Whereas, Charles B. Thatcher of Yuma County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Yuma Colorado whereby it appears that full payment has been made by the said Charles B. Thatcher

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the

South East quarter of Section Twenty in Township four North, 4th Range, forty 4th East of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Charles B. Thatcher

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Charles B. Thatcher

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, therunto belonging, unto the said Charles B. Thatcher

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the Twenty Ninth day of January in the year of our Lord one thousand eight hundred and Twenty one and of the independence of the United States the one hundred and thirty

BY THE PRESIDENT Benjamin Harrison By M. McKim Secretary.

Recorded, Vol. 16 Page 389 J. H. Tompkins Recorder of the General Land Office.

Filed for Record the 14th day of January A. D. 1893, at 10 o'clock P.M.

John M. Hamaker Recorder

STATE OF COLORADO )  
COUNTY OF YUMA ) ss  
Entered on numerical index 378388.  
Filed for record in the office of the  
County Clerk (Register of Deeds) on  
the 17th day of June, 1968,  
at 8:30 O'Clock AM and recorded in book  
449 of Misc. Real Estate at page 316  
S. R. Allison  
County Clerk - Register of Deeds  
By: Margie Engstrom, Deputy

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Leo W. Korf  
of the County of Yuma and the State of Colorado for and in consideration of  
the sum of One Dollar (\$1.00) receipt of which consideration is hereby acknowledged, do hereby  
grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas corporation, its  
successors and assigns (hereinafter collectively called Grantee) the right-of-way and easement to  
construct, install, maintain, renew, replace and operate pipelines below ground, and appurtenances  
thereto, for the transportation of gas, in, on, over and through the following described lands  
situated in the County of Yuma and the State of Colorado, to wit:

West side NW 1/4 - 10 - 4N - 47 West side SW 1/4 - 3 - 4N - 47

The West Half of the Northwest Quarter of Section 10, Township 4 North, Range 47 West  
4 North, Range 47 West

The West Half of the Southwest Quarter of Section 3, Township 4 North, Range 47 West

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas  
Company, Inc., its successors and assigns, so long as such pipelines and appurtenances thereto,  
shall be maintained; together with the right of ingress to and egress from said premises for the  
purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property  
of Grantee located thereon, or the removal thereof, in whole or in part, at will of Grantee.  
Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee  
to use the same for the purposes herein expressed.

Grantee agrees to pay any damages which may arise to crops and fences from the laying,  
maintaining and operating said lines. In this connection it is understood that Grantee is  
purchasing this grant and building said pipeline for the purpose of providing natural gas for use  
as fuel in engines operating irrigation pumps on lands in the vicinity of Grantor's land herein  
described. The owners of the land to receive said service have all signed Gas Sales Agreements  
to pay Grantee a minimum annual charge and have waived payment for any damage to their crops or  
fences arising out of laying, maintaining and operating of said line. It is specifically agreed  
that Grantor shall have no right to receive natural gas service from any line constructed by  
Grantee across Grantor's premises herein described until such time as Grantor signs a Gas Sales  
Agreement and becomes a participant in the irrigation project for which this pipeline was intended.  
Since any payment to Grantor hereunder for damages to crops and fences would be a part of the cost  
used in the determination of the minimum annual bills of the landowners who sign Gas Sales Agree-  
ments, Grantor hereby agrees, that in order to become a participant in the irrigation project  
under the same terms and conditions as the original participants he will either (2) waive the  
payment of said damages when the same become due, or (b) repay the amount of said damages to  
Grantee to reduce the minimum annual bills of the landowners who have signed or will in the future  
sign Gas Sales Agreements when he becomes a participant in the irrigation project.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this 19 day  
of March, 1968.

In Presence of

Wayward Brown

Leo W. Korf

Right-of-Way Agent

STATE OF Colorado )  
COUNTY OF Yuma ) ss

BE IT REMEMBERED that on this 19 day of March  
A.D., 1968, before me, a Notary Public in and for said county and state aforesaid, personally  
appeared the above named Leo W. Korf

who is personally known to me and known to me to be  
the same person who executed the foregoing instrument and such person duly acknowledged the  
execution of the same and acknowledged said instrument to be his voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal this 19  
day and year last above written.

Richard H. [Signature]  
Notary Public

My Commission Expires:

My Commission expires March 14, 1971

Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A.D. 1885, it is provided that; The Commissioners of the County my at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



e/

WARRANTY DEED

LEOETTE IELEEN KORF, now known as LEOETTE I. GORMAN, a single person, Grantor, whose address is 50512 CR D, Yuma, County of Yuma, State of Colorado 80759, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to ROBERT E. KORF and PATRICIA A. KORF, in joint tenancy, and not as tenants in common, the survivor of them, their assigns and the heirs and assigns of such survivor forever, whose legal address is 51877 CR R, Yuma, County of Yuma, and State of Colorado 80759, the following real property in the County of Yuma, and State of Colorado, to wit:

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

- SECTION 3: SW1/4;
- SECTION 4: SW1/4;
- SECTION 5: SE1/4;
- SECTION 8: N1/2NE1/4;
- SECTION 10: N1/2;
- SECTION 17: SW1/4;

TOGETHER WITH all water rights appurtenant thereto; and  
TOGETHER WITH one-half of all minerals owned by Grantor;

with all its appurtenances, and warrants the title to the same, subject to taxes for the year 2002, due and payable in 2003, and thereafter; rights and liabilities that go with inclusion of the premises within special taxing districts; rights of way and easements in existence or as shown of record; zoning, subdivision regulations or other similar limitations pertaining to the premises or the use thereof; oil, gas and other mineral conveyances, reservations, leases and assignments of record, if any; and reservations, restrictions or limitations, if any, contained in the U.S. Patent.

Signed this 16 day of January, 2003.

*Leoette Ieleen Korf*  
 \_\_\_\_\_  
 Leoette Ieleen Korf, now known as

*Leoette I. Gorman*  
 \_\_\_\_\_  
 Leoette I. Gorman

STATE OF COLORADO )  
County of Yuma ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2003, by Leoette Ieleen Korf, now known as Leoette I. Gorman.

My commission expires: 1-11-04

Witness my hand and official seal.



*Beverly A. Wenger*  
 \_\_\_\_\_  
 Notary Public

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

80  
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	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	
5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	



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

118 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,  
119 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box  
120 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
121 “None”, such provision means that “None” applies.

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

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

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

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

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

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

136 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

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

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

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

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

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

153 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
154 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
155 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
156 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
157 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
158 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
159 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
160 Release form), within three days of Buyer's receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

215 

<b>TRANSACTION PROVISIONS</b>
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216 **5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)**

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

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

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

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

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

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

254 **6. APPRAISAL PROVISIONS.**

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

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

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

264 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
265 or

266 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
267 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

268 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
269 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
270 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
271 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

272 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
273 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
274 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
275 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
276 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
277 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

278 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
279  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
280 agent or all three.

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

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

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

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

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

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

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

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

316 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
317 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
318 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 468 9. NEW ILC, NEW SURVEY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

543 **10.6. Due Diligence.**

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

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



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

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

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

~~10.6.1.5. **Septic Use Permit.**~~

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

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

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

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

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

~~10.6.1.6.5. Operating statements for the past \_\_\_\_\_ years;~~

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

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

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

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

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

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

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

~~10.6.1.6.13. Other:~~

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

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

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

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

608 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or  
609 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
610 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due  
611 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence  
612 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due  
613 Diligence Document.

614 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**  
615 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
616 the Property, in Buyer's sole subjective discretion.

617 **10.6.4. Due Diligence — Environmental.** Buyer has the right to obtain environmental inspections of the Property  
618 including a Phase I Environmental Site Assessment.  **Seller**  **Buyer** will order or provide a current Phase I Environmental  
619 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site  
620 Assessments) and/or \_\_\_\_\_, at the expense of  **Seller**  **Buyer**  
621 (Environmental Inspection).

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

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

631 **10.6.5. Due Diligence — ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property  
632 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at  
633 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,  
634 if any.

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

637 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
638 owned by Buyer and commonly known as \_\_\_\_\_, —Buyer has  
639 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
640 **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  
641 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
642 provision.

643 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
644 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
645 the Property.  **There is No Well.** Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
646 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
647 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
648 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

649 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
650 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
651 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
652 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
653 or delayed.

654 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

655 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

656 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## 657 11. TENANT ESTOPPEL STATEMENTS.

658 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
659 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
660 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
661 attached to a copy of the Lease stating:

662 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

663 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
664 amendments;

665 **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 

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

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.**~~

718 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other  
719 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by  Buyer  Seller  One-Half by  
720 Buyer and One-Half by Seller  N/A.

721 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
722 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

723 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
724 Buyer and One-Half by Seller  N/A.

725 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
726  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

727 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
728 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
729  One-Half by Buyer and One-Half by Seller  N/A.

730 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
731 \$ \_\_\_\_\_ for:

732  Water District/Municipality  Water Stock  
733  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

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

735 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
736 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

737 **15.9. FIRPTA and Colorado Withholding.**

738 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
739 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
740 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ~~is~~ a foreign  
741 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  
742 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
743 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
744 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
745 if an exemption exists.

746 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
747 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
748 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
749 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
750 tax advisor to determine if withholding applies or if an exemption exists.

751 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Exhibit A**

752 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

753 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
754 for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy  
755 and Most Recent Assessed Valuation;  Other \_\_\_\_\_;

756 **16.1.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit  
757 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
758 writing of such transfer and of the transferee's name and address.

759 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

760 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

761 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
762 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all  
763 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments  
764 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing  
765 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer   
766 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of  
767 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in  
768 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current  
769 regular assessments and \_\_\_\_\_. Association Assessments are subject to change as provided in the  
770 Governing Documents.

771 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
772 subject to the Leases as set forth in § 10.6.1.1 As stated in North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024

773 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
774 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day

775 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may  
776 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

777

## GENERAL PROVISIONS

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

781 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
782 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
783 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
784 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
785 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
786 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
787 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
788 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
789 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
790 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
791 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
792 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
793 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

794 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
795 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
796 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
797 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
798 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
799 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
800 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
801 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
802 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
803 Closing.

804 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
805 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
806 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~  
807 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
808 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
809 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

810 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
811 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

812 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
813 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for  
814 the growing crops.

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

822  
823 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
824 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
825 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
826 has the following remedies:

827 **20.1. If Buyer is in Default:**

828  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
829 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the

830 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
831 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

832 ~~20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.~~ Seller may  
833 ~~cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that~~  
834 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~  
835 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~  
836 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

837 **20.2. If Seller is in Default:**

838 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
839 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
840 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
841 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
842 or damages, or both.

843 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
844 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
845 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
846 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
847 Contract are reserved and survive Closing.

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

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

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

871 **24. TERMINATION.**

872 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
873 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
874 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
875 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
876 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified  
877 in the Contract is ineffective and does not terminate this Contract.

878 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely  
879 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

880 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
881 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
882 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
883 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or

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

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

887 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
888 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
889 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
890 must be received by the party, not Broker or Brokerage Firm).

891 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
892 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
893 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
894 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

895 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
896 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
897 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

898 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
899 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
900 located in Colorado.

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

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

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

912  **29.1.** \_\_\_\_% of the Purchase Price or \$\_\_\_\_\_ by Seller. Buyer's brokerage firm is an intended third-party  
913 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is  
914 paying on behalf of Buyer elsewhere in this Contract.

915  **29.2.** \_\_\_\_% of the Purchase Price or \$\_\_\_\_\_ by Buyer pursuant to a separate agreement between Buyer and  
916 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

917  **29.3.** \_\_\_\_% of the Purchase Price or \$\_\_\_\_\_ by a separate agreement between Buyer's brokerage firm and  
918 Seller's brokerage firm.

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

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

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

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**SIGNATURES**

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945

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Broker Working With Buyer**

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



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

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

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

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

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

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

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

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

**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:

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## EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended November 12, 2024 , and in accordance with the terms and conditions of this Specific Performance Contract, the North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024, 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 North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024, the North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024, shall control.

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

30-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024, and understood and agreed to all printed statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the North Yuma County Irrigated Land Auction Due Diligence Packet Printed October 29, 2024. Buyer(s) has, relying solely on his/her own Due Diligence and with no representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

30-4.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

30-5.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

# Broker Disclosure

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

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

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

\_\_\_\_\_

or real estate which substantially meets the following requirements:

\_\_\_\_\_

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

#### **CHECK ONE BOX ONLY:**

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

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

**CHECK ONE BOX ONLY:**

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

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

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

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

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

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

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

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

**BUYER ACKNOWLEDGMENT:**

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

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

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

\_\_\_\_\_  
Broker





**RECK AGRI**  
REALTY & AUCTION

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