

YUMA / WASHINGTON DRYLAND AUCTION

November 6, 2025

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: October 28, 2025

YUMA / WASHINGTON DRYLAND AUCTION

Yuma & Washington Counties, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with NO RESERVE

Thursday, November 6, 2025

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

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



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

Table of Contents

TERMS AND CONDITIONS 1-2

LOCATION MAP 3

PARCEL #1—PLAT MAP & INFORMATION 4-5

PARCEL #2—PLAT MAP & INFORMATION 6-7

PARCEL #3—PLAT MAP & INFORMATION 8-9

PARCEL #4—PLAT MAP & INFORMATION 10-11

SOILS MAPS..... 12-15

PARCEL #1—WELL PERMIT #281540..... 16-17

CONTRACT TO BUY & SELL REAL ESTATE (LAND) 18-39

BROKER DISCLOSURE 40-42

PARCEL #1—TITLE COMMITMENT 43-49

PARCEL #2—TITLE COMMITMENT..... 50-57

PARCEL #3—TITLE COMMITMENT..... 58-69

PARCEL #4—TITLE COMMITMENT 70-76

Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The Yuma/Washington Dryland Property will be offered for sale in 4 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on November 6, 2025. The auction will "soft close" @ 12:00 noon, MT on November 6, 2025. Bidding remains open on all parcels as long as there is continued bidding on any of the parcels. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid on any and/or all parcels at any time before bidding closes.

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

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

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting "YUMA/WASHINGTON DRYLAND AUCTION" property page at reckagri.com or by calling Reck Agri Realty & Auction.

To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

SALE TERMS/PROCEDURE: The "YUMA/WASHINGTON DRYLAND AUCTION" is an online only auction with NO RESERVE. The Yuma/Washington Dryland property to be offered as 4 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Yuma County Abstract prior to closing and applied toward the total purchase price. 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 5, 2025. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty 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; es-

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 farmland and grass upon closing.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all water rights appurtenant to the property.

GROWING CROPS: Seller to retain corn crop on Parcels #3 and #4 if not harvested prior to auction. Buyer(s) to receive no growing crops.

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

REAL ESTATE TAXES: 2025 real estate taxes due in 2026 to be paid by Seller. 2026 real estate taxes due in 2027 and thereafter to be paid by Buyer(s).

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

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

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

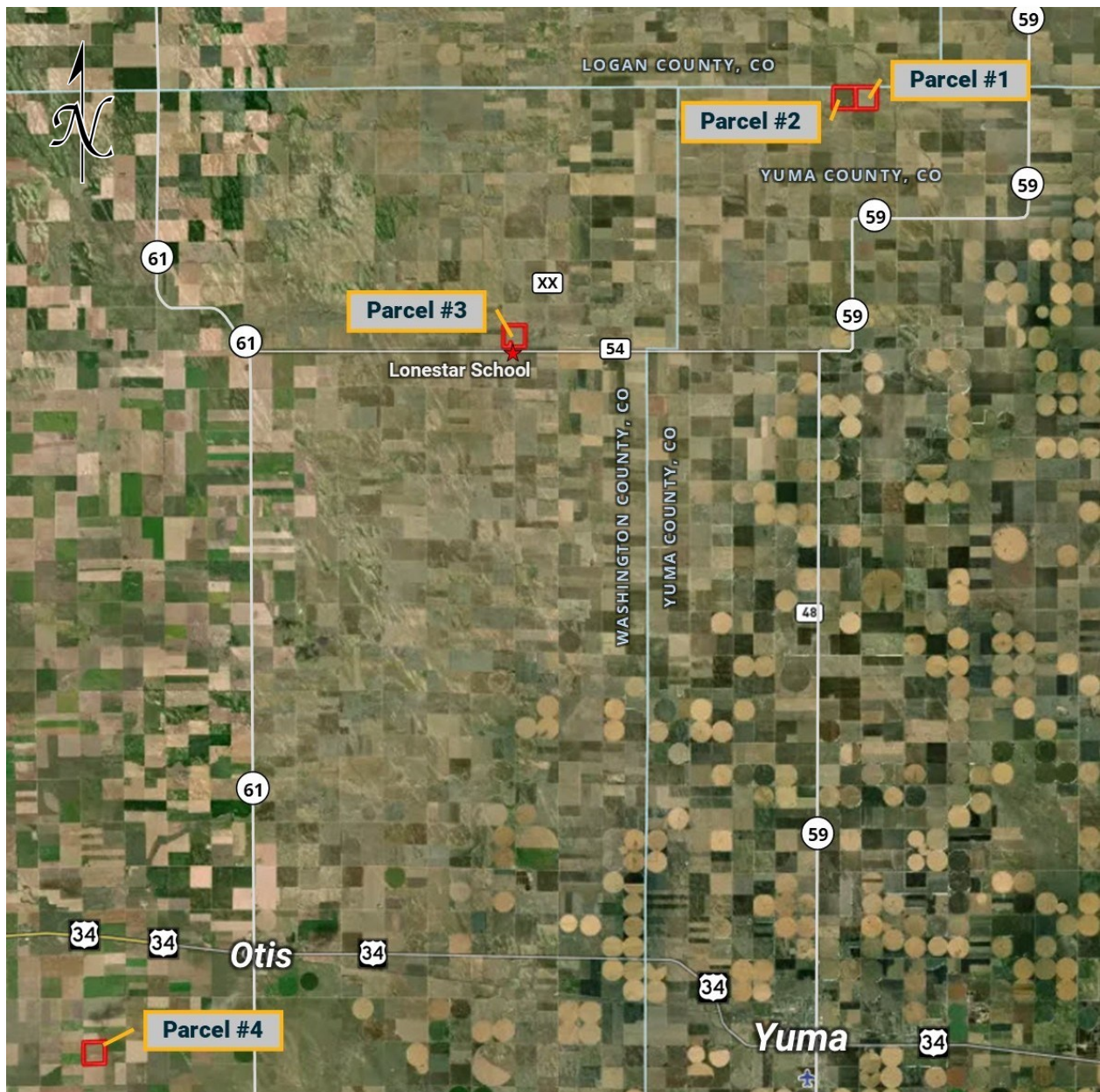
ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of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

1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

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 "YUMA/WASHINGTON DRYLAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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Location Map





Parcel Information



**Parcel
#1**

Legal Description:

NW1/4 of Section 2, Township 5 North, Range 48 West of the 6th PM, Yuma County, CO.

See Pages 43-49 for legal description, title commitment, and title exceptions.

Acreage:

69.0± Ac Dryland

85.8± Ac Grass

5.2± Ac Roads

160.0± TOTAL

Land Tenure:

See Soils Map on Page 12.

Taxes:

2024 real estate taxes paid in 2025 were: \$252.28

Livestock Water:

Well Permit #291540. See Pages 16-17 for copy of well permit.

Comments:

Dryland currently in wheat stubble.

Starting Bid:

\$95,000





Parcel Information



**Parcel
#2**

Legal Description:

NE1/4 of Section 3, Township 5 North, Range 48 West of the 6th PM, Yuma County, CO.
See Pages 50-57 for legal description, title commitment, and title exceptions.

Acreage:

162.3± Ac Dryland (FSA)

Land Tenure:

See Soils Map on Page 13.

Taxes:

2024 real estate taxes paid in 2025 were: \$411.96.

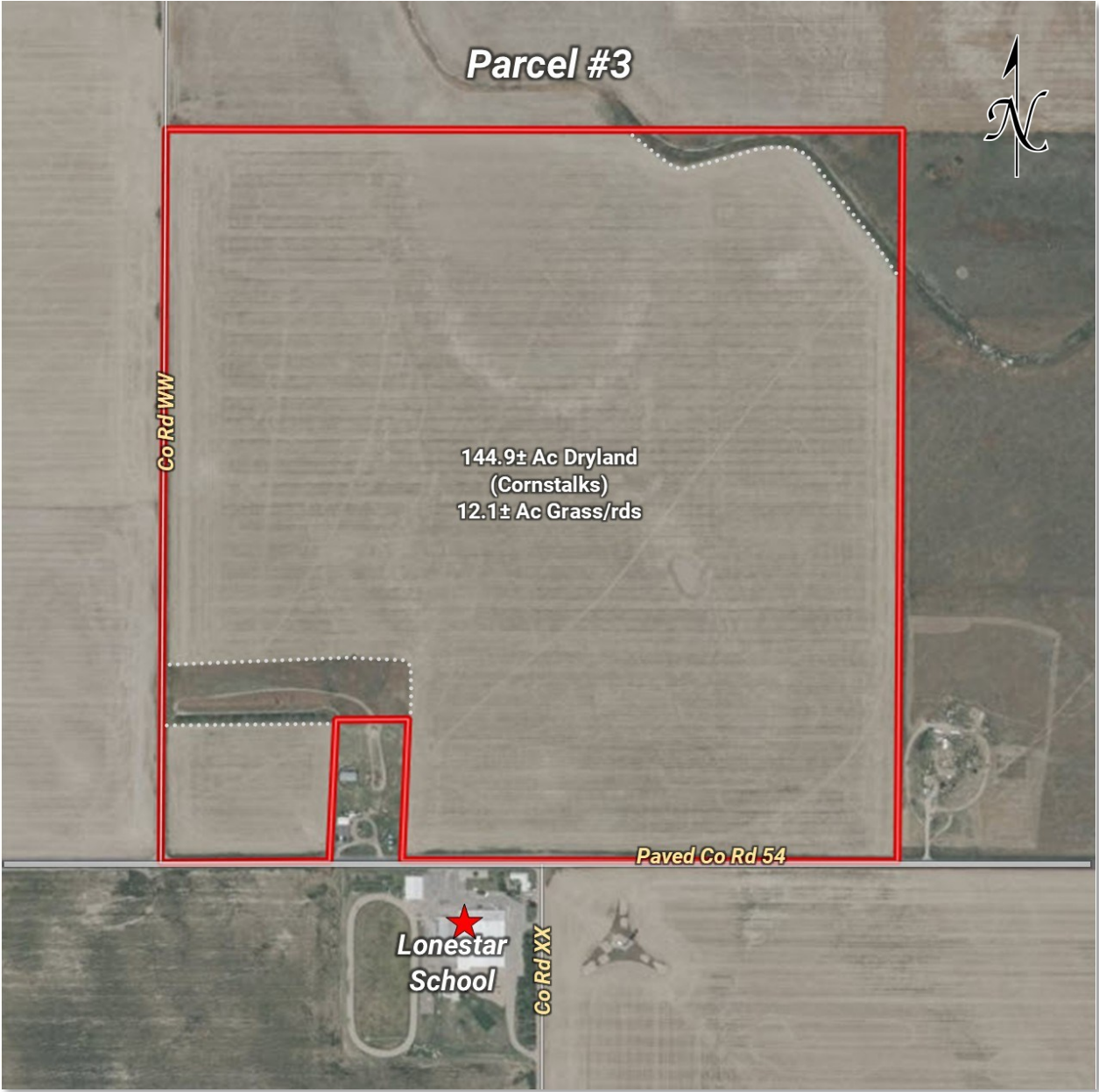
Comments:

Currently in wheat stubble.

Starting Bid:

\$135,000





Parcel Information

**Parcel
#3**

Legal Description:

SW1/4 less tract of Section 33, Township 5 North, Range 49 West of the 6th PM, Washington County, CO.

See Pages 58-69 for legal description, title commitment, and title exceptions.

Acreage:

144.9± Ac Dryland

12.1± Ac Grass/Rds

157.0± TOTAL

Land Tenure:

See Soils Map on Page 14.

Taxes:

2024 real estate taxes paid in 2025 were: \$310.50.

Comments:

Currently planted in corn to be harvested.

Starting Bid:

\$120,000





Parcel Information



Legal Description:

NW1/4 of Section 25, Township 2 North, Range 51 West of the 6th PM, Washington County, CO.

See Pages 70-76 for legal description, title commitment, and title exceptions.

Acreage:

156.8± Ac Dryland

3.2± Ac Grass/Rds

160.0± TOTAL

Land Tenure:

See Soils Map on Page 15.

Taxes:

2024 real estate taxes paid in 2025 were: \$334.20

Comments:

Currently planted to corn to be harvested.

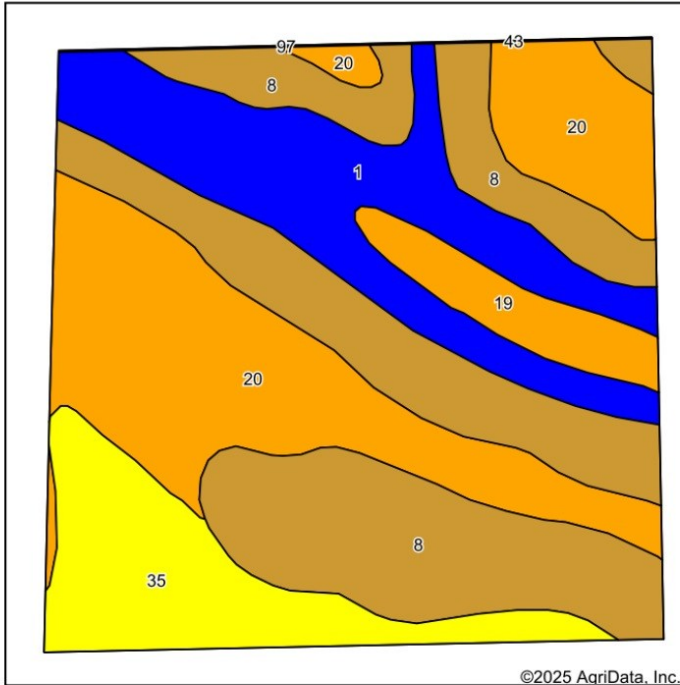
Starting Bid:

\$130,000

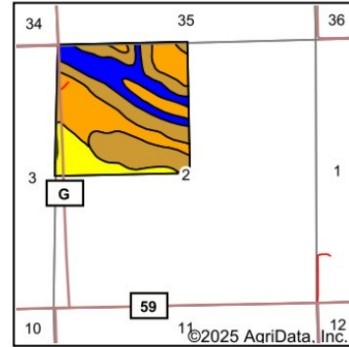


Parcel #1

Soils Map



Soils data provided by USDA and NRCS.



State: **Colorado**
 County: **Yuma**
 Location: **2-5N-48W**
 Township: **Yuma**
 Acres: **162.61**
 Date: **10/2/2025**

Maps Provided By: **surety**
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com

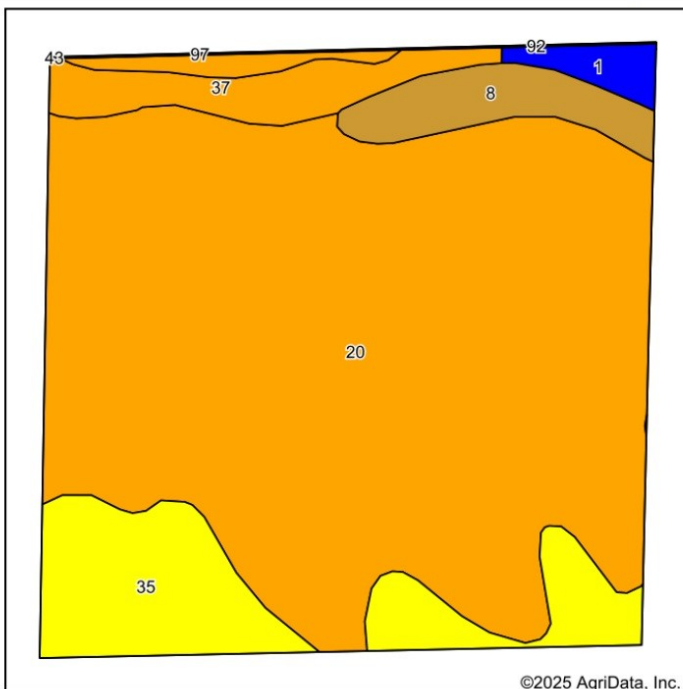


Area Symbol: CO075, Soil Area Version: 19
 Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
8	Canyon-Dioxice complex, 1 to 9 percent slopes	57.82	35.6%		Vis
20	Iliff loam	45.91	28.2%		IIIs
1	Albinas loam	29.91	18.4%		IIw
35	Platner loam, 0 to 3 percent slopes	20.94	12.9%		IVs
19	Haxtun sandy loam, 0 to 3 percent slopes	7.59	4.7%		IIIC
97	Rosebud-Escabosa loams, 5 to 9 percent slopes	0.37	0.2%		Ve
43	Iliff loam	0.07	0.0%		IIIs
Weighted Average					4.02

Soils Map

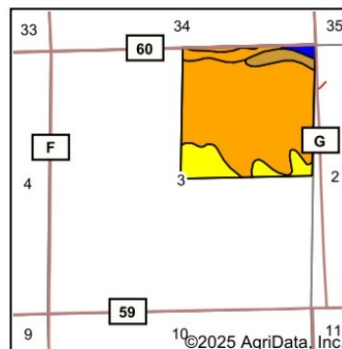
**Parcel
#2**



Soils data provided by USDA and NRCS.

Area Symbol: CO075, Soil Area Version: 19
Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
20	Iliff loam	122.24	76.0%		IIIIs
35	Platner loam, 0 to 3 percent slopes	20.90	13.0%		IVs
37	Rago loam, 0 to 3 percent slopes	7.89	4.9%		IIIIs
8	Canyon-Dioxide complex, 1 to 9 percent slopes	7.16	4.4%		VIIs
1	Albinas loam	2.44	1.5%		IIw
97	Rosebud-Escabosa loams, 5 to 9 percent slopes	0.24	0.1%		Ve
92	Rago loam, 0 to 3 percent slopes	0.23	0.1%		IIIIs
Weighted Average					3.25



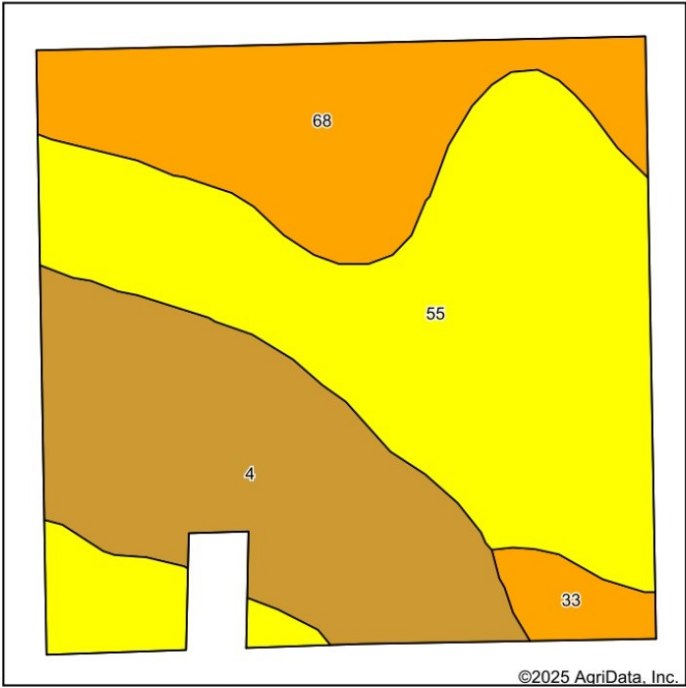
State: **Colorado**
County: **Yuma**
Location: **3-5N-48W**
Township: **Yuma**
Acres: **161.1**
Date: **10/2/2025**

Maps Provided By:

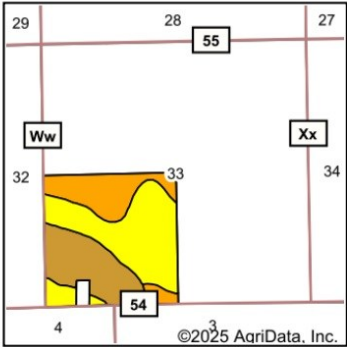




Soils Map



Soils data provided by USDA and NRCS.



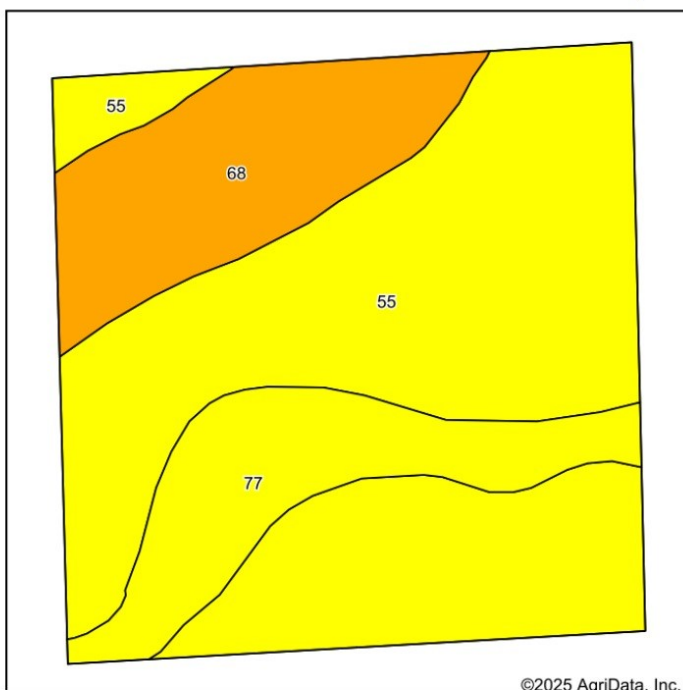
State: Colorado
County: Washington
Location: 33-5N-49W
Township: Otis
Acres: 155.81
Date: 10/2/2025



Area Symbol: CO121, Soil Area Version: 26					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
55	Platner loam, 0 to 3 percent slopes	73.77	47.3%		IVs
4	Ascalon sandy loam, 3 to 9 percent slopes	44.08	28.3%		Vle
68	Table Mountain loam	33.35	21.4%		IIIc
33	Keith-Kuma complex	4.61	3.0%		IIIe
Weighted Average					4.32

Soils Map

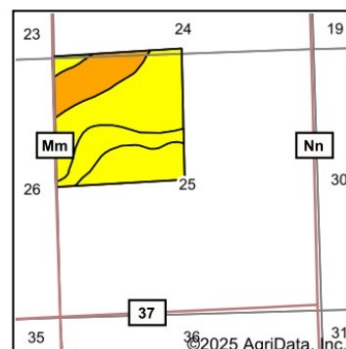
**Parcel
#4**



Soils data provided by USDA and NRCS.

Area Symbol: CO121, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
55	Platner loam, 0 to 3 percent slopes	105.76	65.5%		IVs
68	Table Mountain loam	30.11	18.6%		IIIc
77	Wages-Canyon complex	25.68	15.9%		IVe
Weighted Average					3.81



State: **Colorado**
 County: **Washington**
 Location: **25-2N-51W**
 Township: **Otis**
 Acres: **161.55**
 Date: **10/2/2025**


Maps Provided By:



Well Permit #281540

Parcel
#1

COLORADO DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1313 SHERMAN ST., RM 818, DENVER, CO 80203 phone – info: (303) 866-3587 main: (303) 866-3581 fax: (303) 866-3589 http://www.water.state.co.us		Office Use Only Form GWS-44 (06/01)	
RESIDENTIAL Note: Also use this form to apply for livestock watering Water Well Permit Application Review instructions on reverse side prior to completing form. The form must be completed in black or blue ink or typed.		RECEIVED AUG 21 2009 WATER RESOURCES STATE ENGINEER	
1. Applicant Information Name of applicant <u>Justin Imhof</u> Mailing address <u>8270 CR 3</u> City <u>Haxtun</u> State <u>CO</u> Zip code <u>80731</u> Telephone # <u>(970) 774-3256</u> E-mail (optional)		6. Use Of Well (check applicable boxes) See instructions to determine use(s) for which you may qualify <input type="checkbox"/> A. Ordinary household use in one single-family dwelling (no outside use) <input type="checkbox"/> B. Ordinary household use in 1 to 3 single-family dwellings: Number of dwellings: _____ <input type="checkbox"/> Home garden/lawn irrigation, not to exceed one acre: area irrigated _____ sq. ft. <input type="checkbox"/> acre <input type="checkbox"/> Domestic animal watering – (non-commercial) <input checked="" type="checkbox"/> C. Livestock watering (on farm/ranch/range/pasture)	
2. Type Of Application (check applicable boxes) <input type="checkbox"/> Construct new well <input type="checkbox"/> Use existing well <input checked="" type="checkbox"/> Replace existing well <input type="checkbox"/> Change or increase use <input type="checkbox"/> Change source (aquifer) <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Other:		7. Well Data (proposed) Maximum pumping rate <u>15</u> gpm Annual amount to be withdrawn <u>2.3</u> acre-feet Total depth <u>300</u> feet Aquifer <u>Ogallala</u>	
3. Refer To (if applicable) Well permit # _____ Water Court case # _____ Designated Basin Determination # _____ Well name or # _____		8. Water Supplier Is this parcel within boundaries of a water service area? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, provide name of supplier:	
4. Location Of Proposed Well County <u>yuma</u> 1/4 of the <u>NW</u> 1/4 Section <u>2</u> Township <u>5</u> N or S <input checked="" type="checkbox"/> Range <u>48</u> E or W <input checked="" type="checkbox"/> Principal Meridian <u>6</u> Distance of well from section lines (section lines are typically not property lines) Ft. from <input type="checkbox"/> N <input type="checkbox"/> S Ft. from <input type="checkbox"/> E <input type="checkbox"/> W For replacement wells only – distance and direction from old well to new well feet direction Well location address (include City, State, Zip) <input type="checkbox"/> Check if well address is same as in item 1.		9. Type Of Sewage System <input type="checkbox"/> Septic tank / absorption leach field <input type="checkbox"/> Central system: District name: <u>N/A</u> <input type="checkbox"/> Vault: Location sewage to be hauled to: <input type="checkbox"/> Other (attach copy of engineering design and report)	
Optional: GPS well location information in UTM format. GPS unit settings are as follows: Format must be UTM <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Units must be Meters Datum must be NAD83 Unit must be set to true north Was GPS unit checked for above? <input type="checkbox"/> YES Remember to set Datum to NAD83		10. Proposed Well Driller License # (optional): <u>985</u> 11. Signature Of Applicant(s) Or Authorized Agent The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge. Sign here (Must be original signature) Date <u>Justin Imhof</u> <u>8-14-2009</u> Print name & title <u>Justin Imhof, Owner</u>	
5. Parcel On Which Well Will Be Located (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL) A. You must check and complete one of the following: <input type="checkbox"/> Subdivision: Name Lot _____ Block _____ Filing/Unit _____ <input type="checkbox"/> County exemption (attach copy of county approval & survey): Name/# _____ Lot # _____ <input type="checkbox"/> Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972, and a current deed <input type="checkbox"/> Mining claim (attach a copy of the deed or survey): Name/# _____ <input checked="" type="checkbox"/> Square 40 acre parcel as described in item 4 <input type="checkbox"/> Parcel of 35 or more acres (attach a metes and bounds description or survey) <input type="checkbox"/> Other (attach metes & bounds description or survey and supporting documents) B. # of acres in parcel <u>40</u> C. Are you the owner of this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no – see instructions) D. Will this be the only well on this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no – list other wells) E. State Parcel ID# (optional):		Office Use Only USGS map name _____ DWR map no. _____ Surface elev. _____ Receipt area only <u>Rule 623</u> Trans Number: 3642299 8/21/2009 2:30:53 PM Laura Nelson (7) Total Trans Amt: \$100.00 CHECK Check Number: 2507 Check Amount: \$100.00 WE ✓ WR ✓ CWCS ✓ TOPO ✓ MYLAR SB5 DIV <u>8</u> WD <u>65</u> BA <u>1</u> MD <u>6</u>	

Form No. GWS-32 09/2016	PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 www.water.state.co.us and dwrpermitsonline@state.co.us	For Office Use Only
1. Well Permit Number: 281540 Receipt Number:		
2. Owner's Well Designation:		
3. Well Owner Name: Justin Imhoff		
4. Well Location Street Address:		
5. GPS Well Location: <input type="checkbox"/> Zone 12 <input checked="" type="checkbox"/> Zone 13 Easting: 694927 Northing: 4478745 County: Yuma		
6. Legal Well Location: Nw 1/4, Nw 1/4, Sec. 2 Twp. 5 <input checked="" type="checkbox"/> N or S <input type="checkbox"/> Range 48 <input type="checkbox"/> E or W <input checked="" type="checkbox"/> Distances from Section Lines: _____ ft. from <input type="checkbox"/> N or S <input type="checkbox"/> sec. line, and _____ ft. from <input type="checkbox"/> E or W <input type="checkbox"/> sec. line Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____		
7. Check Installation Type: <input type="checkbox"/> Initial Pump Installation <input checked="" type="checkbox"/> Replacement Pump <input type="checkbox"/> Change in Depth Only <input type="checkbox"/> Repair		
8. Pump Data: Type: Submersible Date Installed(mm/dd/yyyy): 07/16/2022 Pump Manufacturer: Berkeley Pump Model No. 1010 Design GPM: 10 at RPM 3450 HP 1 Volts 230 Full Load Amps _____ Pump Intake Depth: 245 Feet, Drop/Column Pipe Size Inches, _____ Kind of Drop Pipe _____ Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: <input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head: _____ feet Number of Stages: _____ Shaft size: _____ inches		
9. Other Equipment: Airline Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Orifice Depth ft. NA Monitor Tube Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Depth ft. NA Flow Meter Mfg. NA Meter Serial No. NA Meter Readout: <input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet Beginning Reading: NA		
10. Cistern Information: Material: NA Capacity: _____ gallons Date Installed: _____		
11. Production Equipment Test Data: <input type="checkbox"/> check box (if data is submitted on Form Number GWS-39 Well Yield Test Report). Date: _____ Total Well Depth: 255 ft. Time: _____ Static Level: 216 ft. Rate (gpm): 10 Date Measured: 07/16/2022 Pumping Level (ft): _____		
12. Disinfection: Type: Chlorine Amt. Used: 12oz		
13. Notification: Was Advanced Notification Required Prior to Installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Date Notification Given: _____		
14. Water Quality analysis available: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please submit with this report.		
15. Remarks: 		
16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.		
Company Name: Wellstone Services LLC	Email: josh@wellstoneco.com	Phone w/area code: (970) 332-5834
Mailing Address: 36611 US Hwy 385, Wray CO 80758		License Number: 1574
Sign (or enter name if filing online) 	Print Name and Title Josh Weaver	Date: 9/8/2022



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: November 6, 2025

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.** Successful Bidder at Yuma / Washington Dryland Auction (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 Yuma & Washington, Colorado (insert legal description):

Legal Description of Parcel ___ as described in Yuma / Washington Dryland Auction Due Diligence Packet Printed: October 28, 2025.

known as: n/a

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:~~

As stated in Yuma / Washington Dryland Auction Due Diligence Packet Printed: October 28, 2025.

~~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:

n/a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

117 **3.1. Dates and Deadlines.**

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

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

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5. New Loan. (Omitted as inapplicable)

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

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

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

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

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

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

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

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

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

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

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

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

TRANSACTION PROVISIONS

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

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

5.2. New Loan Terms; New Loan Availability.

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

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

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

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

6. APPRAISAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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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DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

543 **10.6. Due Diligence.**

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

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

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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

CLOSING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Due Diligence Packet

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

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

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

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

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

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

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1 As stated in Yuma / Washington Dryland Auction Due Diligence Packet Printed _October 28, 2025.

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

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

777

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

871 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ADDITIONAL PROVISIONS AND ATTACHMENTS
--

920 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
921 Commission.)
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932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

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

943
944

SIGNATURES

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Buyer's Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div> <div style="margin-top: 10px;">Address: _____</div> <div style="margin-top: 5px;">Phone No.: _____</div> <div style="margin-top: 5px;">Fax No.: _____</div> <div style="margin-top: 5px;">Email Address: _____</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Buyer's Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div> <div style="margin-top: 10px;">Address: _____</div> <div style="margin-top: 5px;">Phone No.: _____</div> <div style="margin-top: 5px;">Fax No.: _____</div> <div style="margin-top: 5px;">Email Address: _____</div>
--	--

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Seller's Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div> <div style="margin-top: 10px;">Address: _____</div> <div style="margin-top: 5px;">Phone No.: _____</div> <div style="margin-top: 5px;">Fax No.: _____</div> <div style="margin-top: 5px;">Email Address: _____</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Seller's Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div> <div style="margin-top: 10px;">Address: _____</div> <div style="margin-top: 5px;">Phone No.: _____</div> <div style="margin-top: 5px;">Fax No.: _____</div> <div style="margin-top: 5px;">Email Address: _____</div>
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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:

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Yuma / Washington Dryland Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held November 6, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Yuma / Washington Dryland Auction Due Diligence Packet Printed October 28, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

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

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

30-4.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

_____.

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

**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

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: 21289
Issuing Office File Number: 21289
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 02, 2025 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy None

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Justin W. Imhof

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	\$500.00
To Be Determined - Deposit	
COPIES	\$3.00
TOTAL	\$503.00

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

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File No. 21289

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

Page 1 of 2©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

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

TOWNSHIP 5 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 2: NW $\frac{1}{4}$;

SUBJECT TO County Road G along the West
side of said Section 2;

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. 21289

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.: 21289

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 109 at Page 43, 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. 21289

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. An undivided ½ of all oil, gas and other minerals and mineral rights in, upon and under the NW¼ Section 2, Township 5 North, Range 48 West of the 6th P.M., together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, as reserved by The Federal Land Bank in instrument dated January 29, 1948, recorded February 6, 1948 in Book 304 at Page 4, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road G.
14. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and Justin W. Imhof, Seller.

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

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File No. 21289

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

Page 2 of 2 ©



THE UNITED STATES OF AMERICA.

STERLING 01-4991

To all to whom these Presents shall Come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1892, "To Secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Frank Fairhall

has been established and duly consummated, in conformity to law, for the half north quarter of section 17 and the northeast quarter of section 18 in township four south of Range forty eight west of the Eight Principal Meridian, Colorado containing three hundred and eighty eight and eighty six hundredths acres

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according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant, the tract of Land above described; To HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant, and to the heirs and assigns of the said claimant, 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 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, Marion Wilson, 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 third day of April in the year of our Lord one thousand nine hundred and eighteen and of the Independence of the United States the one hundred and thirty ninth

By THE PRESIDENT:

By M. H. Folsom, Assistant Secretary.By L. A. C. Loomis, Recorder of the General Land Office.RECORDED: Patent No. 4,466,471Filed for Record the 19 day of February A. D. 1918, at 4 o'clock P. M.No. 28261By John Wood, Recorder.
By Jessie Hollingsworth, Deputy.

296715

Book 304, 4
Feb. 6, 1948
1:30 P. M.

THE FEDERAL LAND BANK OF
WICHITA,

By R. H. Jones, V-Pres.;

Attest: J. A. Carrico,

Asst. Secy. SEAL,

to

Frank Mathies.

CORPORATION SPECIAL WARRANTY DEED.

\$ 2800.00

Dated Jan. 29, 1948.

Ack'd Jan. 29, 1948, before

Lois Gardiner, N. P.

Sedgwick County, Kansas. Seal.

Com. expires Apr. 1, 1950.

NW $\frac{1}{4}$ Sec. 2 and NE $\frac{1}{4}$ Sec. 3, Tp. 5 N., R. 48 W., 6th P. M. 318.86
acres, m. or l.

Subject to any unreleased oil and gas leases of record.

Subject to any existing right of way for highways or ditches.

Subject to any reservations or exceptions in patent.

Excepting and reserving unto party of the first part, its successors and assigns, and undiv. 1/2 of all oil, gas and other minerals and mineral rights in, upon and under said real estate, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, and for the purpose of this reservation

(OVER)

Subject to taxes, assessments and any and all other charges levied or assessed against said real estate for the year 1943 and subsequent years;

Subject to a first mortgage for \$ 2500.00 in favor of The Federal Land Bank of Wichita covering the above described land given by the grantee as a part of the purchase price of said property.

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Schedule B, Part I, 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: 21290
Issuing Office File Number: 21290
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: October 02, 2025 at 8:00 A.M.

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Justin W. Imhof

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	\$500.00
To Be Determined - Deposit	
COPIES	\$4.00
TOTAL	\$504.00

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

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File No. 21290

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

Page 1 of 2 ©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

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

TOWNSHIP 5 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 3: NE $\frac{1}{4}$;

SUBJECT TO County Road 60 along the North side and County Road G along the West side of said Section 2;

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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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.: 21290

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 109 at Page 43, Yuma County, Colorado records.

(continued on next page)

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

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

Page 1 of 2 ©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided $\frac{1}{2}$ of all oil, gas and other minerals and mineral rights in, upon and under the NE $\frac{1}{4}$ Section 3, Township 5 North, Range 48 West of the 6th P.M., together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, as reserved by The Federal Land Bank in instrument dated January 29, 1948, recorded February 6, 1948 in Book 304 at Page 4, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Right of Way, whether in fee or easement only, to enter upon the NE $\frac{1}{4}$ Section 3, Township 5 North, Range 48 West of the 6th P.M. and to construct, operate and maintain an electric transmission and/or distribution line or system, as granted to Highline Electric Association in instrument dated January 27, 1967, recorded June 19, 1967 in Book 443 at Page 230, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road G.
15. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Justin W. Imhof, Seller.

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

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File No. 21290

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

Page 2 of 2 ©



THE UNITED STATES OF AMERICA.

STERLING 01-7991

To all to whom these Presents shall Come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1892, "To Secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Frank Fairbairn

has been established and duly consummated, in conformity to law, for the West quarter of Section two and the Northwest quarter of Section three in Township four south of Range forty eight west of the Eight Principal Meridian, Colorado containing three hundred and eighty eight and eighty six hundredths acres

Focus Test
Focus Test
Focus Test
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Focus Test

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant, the tract of Land above described; To HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant, and to the heirs and assigns of the said claimant, 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 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, Woodrow Wilson 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 four day of April in the year of our Lord one thousand nine hundred and fifty and of the Independence of the United States the one hundred and thirty year.

By THE PRESIDENT:

By M. C. Feltch Assistant SECRETARY.By L. C. Loomis RECORDER OF THE GENERAL LAND OFFICE.RECORDED: Patent No. 46664Filed for Record the 18 day of January A. D. 1911, at 4 o'clock A. M.No. 28261By John Merd RECORDER.
By Jessie Hollingsworth DEPUTY.

296715

Book 304, 4
Feb. 6, 1948
1:30 P. M.

THE FEDERAL LAND BANK OF
WICHITA,

By R. H. Jones, V-Pres.;

Attest: J. A. Carrico,
Asst. Secy. SEAL,

to
Frank Mathies.

CORPORATION SPECIAL WARRANTY DEED.
\$ 2800.00

Dated Jan. 29, 1948.

Ack'd Jan. 29, 1948, before

Lois Gardiner, N. P.

Sedgwick County, Kansas. Seal.

Com. expires Apr. 1, 1950.

NW $\frac{1}{4}$ Sec. 2 and NE $\frac{1}{4}$ Sec. 3, Tp. 5 N., R. 48 W., 6th P. M. 318.86
acres, m. or l.

Subject to any unreleased oil and gas leases of record.

Subject to any existing right of way for highways or ditches.
Subject to any reservations or exceptions in patent.

Excepting and reserving unto party of the first part, its successors and assigns, and undiv. 1/2 of all oil, gas and other minerals and mineral rights in, upon and under said real estate, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, and for the purpose of this reservation

(OVER)

Subject to taxes, assessments and any and all other charges levied or assessed against said real estate for the year 1943 and subsequent years;

Subject to a first mortgage for \$ 2500.00 in favor of The Federal Land Bank of Wichita covering the above described land given by the grantee as a part of the purchase price of said property.

Recorded June 19, 1967 at 1:00 O'Clock P.M.

Reception #376177 S. R. ALLISON, Recorder

BOOK 443 PAGE 230

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Mrs. Vera G. Allen (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

on the North side of the Northeast $\frac{1}{4}$ of	Section <u>3</u> Township <u>5N</u> Range <u>48W</u>	Highline Electric to pay \$12.00 for each pole and \$12.00 for each anchor at this location.
--	--	---

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this
27th. day of January, 1967.

Vera G. Allen (L.S.)

(L.S.)

STATE OF California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 27th.
day of January, 1967 by Vera G. Allen.

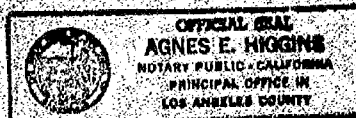
Witness my hand and official seal.

(Seal)

My Commission Expires

AGNES E. HIGGINS
My Commission Expires July 12, 1967

Agnes E. Higgins
Notary Public



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



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

Issuing Agent: Washington County Title Services, Inc.
Issuing Office: 158 Main Avenue, Akron, CO 80720
Issuing Office's ALTA® Registry ID: 1067655
Loan ID Number:
Commitment Number: 202523917
Issuing Office File Number: 202523917
Property Address: 0000 Vacant Land, Washington County, CO
Revision Number:

1. Commitment Date: October 06, 2025 at 7:00 AM

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy	\$1,000.00

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

Proposed Insured:

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:

Justin W. Imhof

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

Owner's Premium	\$ 500.00
Total	\$ 500.00



Authorized Countersignature

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File No. 202523917

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

Township 5 North, Range 49 West of the 6th P.M., Washington County, Colorado

Section 33: SW¼, **EXCEPT** tract in the convey to Jeffrey Alan Fisher by Warranty Deed recorded April 18, 2016 at Reception No. 864718, being more particularly described as:
A parcel of land in the Southwest Quarter (SW¼) of Section 33, Township 5 North, Range 49 West of the 6th P.M., Washington County, Colorado, said parcel being more particularly described as follows: Commencing at the Southwest corner of said Section 33; thence North 89°57'40" East along the South line of said SW¼ of Section 33 a distance of 606.00 feet to the true point of beginning; thence North 3°15'05" East a distance of 507.00 feet; thence South 89°50'40" East a distance of 259.00 feet; thence South 3°01'55" West a distance of 506.00 feet to a point on the South line of said SW¼ of Section 33; thence South 89°57'40" West along the South line of said SW¼ of Section 33 a distance of 261.00 feet to the point of beginning.

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File No. 202523917

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

Page 2 of 2

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 202523917

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. Taxes in the year 2025, and subsequent years, special assessments or charges not certified to the County Treasurer.
9. Dedication by County Commissioners of Washington County, Colorado of all section lines as rights of way for the purpose of public roads or highway by Resolution dated July 5, 1910 and recorded July 6, 1910 in [Book 108 at Page 38](#), and by Resolution dated September 24, 1952 and recorded November 1, 1983 in [Book 825 at Page 180](#).
10. Reservations of (A) Right of proprietor of any penetrating vein or lode to extract his ore; and (B) Right of way for any ditches or canals constructed by authority of the United States as reserved in U. S. Patent, recorded in [Book 125 at Page 422](#).
11. Request for Utility, Pipe Line and Miscellaneous Road Way Crossings or Right of Way use, recorded January 19, 1982 in [Book 791 at Page 72](#). Permit granted by the Board of County Commissioners, Washington County, Colorado, unto Mountain Bell, for placing buried telephone cable; and any and all interest pertaining thereto.

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File No. 202523917

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

Page 1 of 2



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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

12. Request for Utility, Pipe Line and Miscellaneous Road Way Crossings or Right of Way use, recorded September 17, 1993 in [Book 925 at Page 359](#). Permit granted by the Board of County Commissioners, Washington County, Colorado, unto US West Communications, Inc., for telephone communications services; and any and all interest pertaining thereto.
13. Well use Agreement and the terms, agreements, provisions, conditions and obligations as contained therein, between Jeffrey Alan Fisher, Grantor, and Justin W. Imhof, Grantee, dated April 18, 2016, and recorded April 18, 2016, at [Reception No. 864720](#).
14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.

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File No. 202523917

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

Page 2 of 2



Commissioner Wenig offered the following resolution and order, and moved the adoption thereof, seconded by Commissioner Farran and upon being put, the motion was unanimously carried. All three members voting in favor thereof.

ORDER OF BOARD OF COUNTY COMMISSIONERS.

ORDER Declaring all Section and Township Lines on the Public Domain of the United States, in Washington County, to be Public Highways, Passed by the Board of County Commissioners July 5th A. D. 1910.

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 may 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 Washington:

THEREFORE It is hereby ORDERED by the Board of County Commissioners of the County of Washington, 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 Washington and State of Colorado, to-wit: in Townships 1, 2, 3, 4, and 5 north, and in Townships 1, 2, 3, 4, and 5 south, of the base line, in ranges 49, 50, 51, 52, 53, 54, and in Townships 1, 2, 3, 4 and 5 south of base line in ranges 55, and 56 west of the 6th principal meridian, 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 in width, being 30 feet on each side of said section and township lines;

BE IT FURTHER ORDERED that the County Clerk and Recorder of Washington County be and her is hereby instructed, when certified copy of this order is so recorded, to prepare three certified transcripts of such 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 Commissioner 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.

Filed for record at 8 o'clock A. M. July 6th, 1910 and recorded in Book 108, page 38.

H. C. Black, Recorder.

CERTIFIED COPY OF
RESOLUTION 1952-24

NO.
Book 825
Page 180

James E. Lee, Wm. H.
Darrell and Oscar E.
Higgason, County Com-
missioners, Washington
County, Colorado

to

The Public

Dated September 24, 1952

Certified November 1, 1983

By Garland M. Wahl, County
Clerk and Recorder (S)

Washington County, Colorado

Filed for record November 1, 1983 at 2:15 P.M.

WHEREAS, By Resolution of the then Board of County Commissioners of Washington County, Colorado, passed in the year 1910, all Section lines on the Public Domain within this County, were declared open for public travel, and

WHEREAS, the Board of County Commissioners has been petitioned from time to time to close certain highways to public travel, and

WHEREAS, After due deliberation the Board of Commissioners has determined that no such Section line as heretofore declared open should be closed until and unless the person or persons desiring this action, shall provide for suitable travel by the public in cases of necessity or convenience.

NOW, THEREFORE, IT IS RESOLVED, By this Board, that no Section lines heretofore declared open by the Resolution first above mentioned, shall be closed in the future unless proper cattle guard of such type as shall meet the approval of the Commissioners, and gate of sufficient width to accomodate the public, shall be available for the accomodation of the public at the entrance and exit of any and all roads so closed.

BE IT FURTHER RESOLVED, That no action will be taken in any case to close the Section lines to public travel without the formality of a Petition as provided by Statute and without the petitioner to be benefited by such action, first providing at his expense the approved cattle guard and gate.

Done this 24th day of September, A. D. 1952.

Commissioners Book 2, page 266.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Sterling, Colorado,** has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **The Heirs of Orien D. Mustain** has been established and duly consummated, in conformity to law, for the **southwest quarter of Section thirty-three in Township five north of Range forty-nine west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres,**

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant **§** the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant **§** and to the heirs and assigns of the said claimant **§** 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 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, **Woodrow Wilson**

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 **SIXTEENTH**

(SEAL)

day of **JULY** In the year of our Lord one thousand

nine hundred and **FOURTEEN** and of the Independence of the

United States the one hundred and **THIRTY-NINTH.**

By the President:

By

Woodrow Wilson
M. O. Le Roy Secretary,
L. L. B. Lamar
 Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **422505**

8.00 791 PAGE 72

REQUEST FOR UTILITY, PIPE LINE AND MISCELLANEOUS

YUMA

C2-0911

ROAD WAY CROSSINGS OR RIGHT OF WAY USE.

TO: WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS:

REQUEST FROM: Mountain Bell
12680 County Road 58
Greeley, Colorado

Request for Permission (Describe type of permit requested)

Use: Place buried telephone cable.

Recorded at 8:00 o'clock A.M. JANUARY 19, 1982Reception No. 754662 Margaret A. Kuntz
RECORDER

Location of land where permit is requested: Starting on the north side of Road 54 at 44123 County Road 54, then east for 300', then south across Road 54 to Lone Star School.

T5N, R49W, Sec. 33

T4N, R49W, Sec. 4

SIGNED:

Leslie J. Thompson
Asst. Mgr. Net. Dist.

PERMIT

From Board of County Commissioners, Washington County, Colorado:

Permit Granted or Denied for the following purpose (Describe).

Location:

Special Requirements; (Describe)

Signed: Board of County Commissioners

Harold R. Shaffer
Edward Cecil
David Roy

Make in Duplicate:

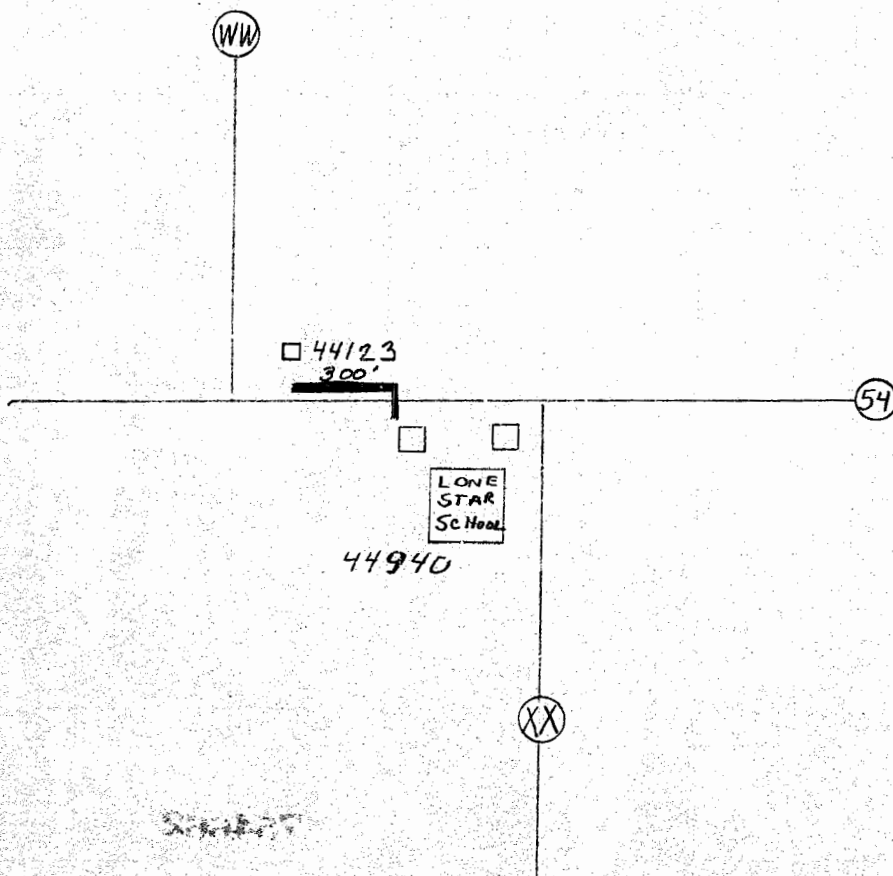
Fee \$5.00

REASON FOR REISSUE

ISSUE

DATE

BOOK 791 PAGE 73



MOUNTAIN STATES TELEPHONE COMPANY

FORM 3060

8-69

EXCHANGE		JOB NO.	
DISTRICT		ISSUED TO	
LOCATION		JU. CO. MEMO.	
HAZARDS		POWER VOLTAGE	
ENGRD. BY		R/W	
APPROVED		FCC APPROVAL	
ORDER MEMO		OPM CA. REC.	
EST'D COST		RLO CNDT. REC.	
EST'D MTCE. EXP.		LC LINE NO.	
NECESSITY OF WORK (P140)			

REQUEST FOR UTILITY, PIPE LINE AND MISCELLANEOUS

ROAD WAY CROSSINGS OR RIGHT OF WAY USE

BOOK 0925 PAGE 359

TO: WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS,

REQUEST FROM : U S West Communications, Inc.

12680 Weld County Road 58

Greeley, Colorado 80634 Phone: (303) 352-5882

Request for Permission (Mark type of permit requested)

☒ Permit for cutting across gravel or dirt road and streets.☐ Permit for boring under all oil roads.☒ Permit for ditching or digging in the right-of-way.

WE DO NOT ALLOW CUTTING ACROSS ASPHALT ROADS

Use: Telephone Communications Services

Location of land and road numbers where permit is requested:

Along/across various roads within the Yuma Exchange.

Recorded at 12:20 P M SEPTEMBER 17, 1993
 Reception No. 801882 Garland M. Wahl
 WASHINGTON COUNTY CLERK & RECORDER

Signed:

Robert E. Martinez - Engineer

PERMIT

From the Board of County Commissioners, Washington County, Colorado:

Permit Granted or Denied for the following purpose (Describe).

Location: Yuma, Co. Exchange

Special Requirements: (Describe) Must maintain 2' bury depth at all points.
 Compact all Backhoe, Trenching & Plowing locations back to original compaction.
 Mark all Pedestals appropriately. Marker must be 5' above surface to avoid
 damages to Pedestals during Road Maintenance & Mowing Operations - Always contact
 Road Foremen in District which work is being done prior to starting work.
 Signed: September 7, 1993

Board of County Commissioners

Paul E. Wilson

Cynthia S. Hildart

J. B. Lowrie

Submit in Duplicate:

Fees:

Permit for cutting across gravel or dirt road and streets. \$25.00

Permit for boring under all oil roads. \$25.00

Permit for ditching or digging in the right-of-way for first mile \$50.00
 and \$.10 for each rod thereafter, plus \$25.00 for each road Crossing.

WELL USE AGREEMENT

This Well Use Agreement ("Agreement"), dated April 18, 2016, 2016, is between JEFFREY ALAN FISHER, whose address is 44123 County Road 54, Otis, CO 80743, ("Grantor") JUSTIN W. IMHOF, whose address is 56232 County Road S, Yuma, CO 80759 ("Grantee").

WHEREAS, Grantor is the owner of the following described real property located in Washington County, Colorado:

A parcel of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 5 North, Range 49 West of the 6th P.M., Washington County, Colorado, said parcel being more particularly described as follows: Commencing at the Southwest corner of said Section 33; thence North 89°57'40" East along the South line of said SW $\frac{1}{4}$ of Section 33 a distance of 606.00 feet to the true point of beginning; thence North 3°15'05" East a distance of 507.00 feet; thence South 89°50'40" East a distance of 259.00 feet; thence South 3°01'55" West a distance of 506.00 feet to a point on the South line of said SW $\frac{1}{4}$ of Section 33; thence South 89°57'40" West along the South line of said SW $\frac{1}{4}$ of Section 33 a distance of 261.00 feet to the point of beginning, SUBJECT TO a county road right-of-way along the South line of said Section 33.

WHEREAS, a domestic water well denoted by the State of Colorado Ground Water Commission under Well Permit No. 141752 - A is located in the SW $\frac{1}{4}$ of Section 33, Township 5 North, Range 49 West of the 6th P.M., which property is owned by Grantor.

WHEREAS, said well provides the agricultural and stock water supply for Grantee.

NOW THEREFORE, In consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

1. Grantor grants to Grantee the right and liberty to obtain an agricultural and stock water supply for Grantee's use from the water well described herein, at no cost to Grantee.
2. Grantor grants to Grantee the right of ingress and egress across Grantor's property to the water well.
3. Grantor shall pay all costs of electricity to operate the water well.
4. Grantor shall pay 100% of all expenses incurred for the maintenance, repair, replacement, and the like of the well, pump, motor, and related parts, together with labor costs.
5. The parties agree that this Agreement shall be recorded in the real estate records of

Washington County and the costs of such recording shall be shared equally by the parties.

6. This Agreement may be amended if such amendment is in writing and signed by all parties. Any amendment shall be recorded as set forth in paragraph 5 herein.
7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Well Use Agreement as of the day and year first above written.

GRANTOR:

Jeffrey Alan Fisher
JEFFREY ALAN FISHER

STATE OF COLORADO)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by JEFFREY ALAN FISHER, Grantor.

Witness my hand and official seal.

My Commission expires: 05/20/2017

John H. Kessinger
Notary Public

GRANTEE:

Justin W Imhof
JUSTIN W. IMHOF

LILA L KESSINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934005779
MY COMMISSION EXPIRES MAY 20, 2017

STATE OF COLORADO)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 18th day of April 2016, by JUSTIN W. IMHOF, Grantee.

Witness my hand and official seal.

My Commission expires: 05/20/2017

Lela G. Kessinger
Notary Public

LILA L KESSINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934005779
MY COMMISSION EXPIRES MAY 20, 2017

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



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

Issuing Agent: Washington County Title Services, Inc.
Issuing Office: 158 Main Avenue, Akron, CO 80720
Issuing Office's ALTA® Registry ID: 1067655
Loan ID Number:
Commitment Number: 202523918
Issuing Office File Number: 202523918
Property Address: 0000 Vacant Land, Washington County, CO
Revision Number:

1. **Commitment Date:** October 06, 2025 at 7:00 AM

2. **Policy to be issued:** **Proposed Amount of Insurance**
(a) 2021 ALTA® Owner's Policy \$1,000.00

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

Proposed Insured:

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:**

Justin W. Imhof

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

Township 2 North, Range 51 West of the 6th P.M., Washington County, Colorado
Section 25: NW¼

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

STATEMENT OF CHARGES

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

Owner's Premium	\$ 500.00
Total	\$ 500.00

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

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File No. 202523918

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

Page 1 of 1

©



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 202523918

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. Taxes in the year 2025, and subsequent years, special assessments or charges not certified to the County Treasurer.
9. Dedication by County Commissioners of Washington County, Colorado of all section lines as rights of way for the purpose of public roads or highway by Resolution dated July 5, 1910 and recorded July 6, 1910 in [Book 108 at Page 38](#), and by Resolution dated September 24, 1952 and recorded November 1, 1983 in [Book 825 at Page 180](#).
10. Reservations of (A) Right of proprietor of any penetrating vein or lode to extract his ore; and (B) Right of way for any ditches or canals constructed by authority of the United States as reserved in U. S. Patent recorded in [Book 63 at Page 346](#).
11. Mineral reservation as contained in Warranty Deed dated April 13, 1962, and recorded April 20, 1962 in [Book 525 at Page 140](#). Viola Beverly Hueske and Bernard F. Hueske reserve an undivided one-half (½) interest in and to the oil, gas and other minerals, together with the rights of ingress and egress; and any and all assignments thereof

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. 202523918

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

or interests therein. The Company makes no representations as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. 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.

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. 202523918

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

Page 2 of 2



Commissioner Wenig offered the following resolution and order, and moved the adoption thereof, seconded by Commissioner Farrar and upon being put, the motion was unanimously carried. All three members voting in favor thereof.

ORDER OF BOARD OF COUNTY COMMISSIONERS.

ORDER Declaring all Section and Township Lines on the Public Domain of the United States, in Washington County, to be Public Highways, Passed by the Board of County Commissioners July 5th A. D. 1910.

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 may 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 Washington:

THEREFORE It is hereby ORDERED by the Board of County Commissioners of the County of Washington, 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 Washington and State of Colorado, to-wit: in Townships 1, 2, 3, 4, and 5 north, and in Townships 1, 2, 3, 4, and 5 south, of the base line, in ranges 49, 50, 51, 52, 53, 54, and in Townships 1, 2, 3, 4 and 5 south of base line in ranges 55, and 56 west of the 6th principal meridian, 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 in width, being 30 feet on each side of said section and township lines;

BE IT FURTHER ORDERED that the County Clerk and Recorder of Washington County be and her is hereby instructed, when certified copy of this order is so recorded, to prepare three certified transcripts of such 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 Commissioner 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.

Filed for record at 8 o'clock A. M. July 6th, 1910 and recorded in Book 108, page 38.

H. C. Black, Recorder.

CERTIFIED COPY OF
RESOLUTION 1952-24

NO.
Book 825
Page 180

James E. Lee, Wm. H.
Darrell and Oscar E.
Higgason, County Com-
missioners, Washington
County, Colorado

to

The Public

Dated September 24, 1952
Certified November 1, 1983
By Garland M. Wahl, County
Clerk and Recorder (S)
Washington County, Colorado

Filed for record November 1, 1983 at 2:15 P.M.

WHEREAS, By Resolution of the then Board of County Commissioners of Washington County, Colorado, passed in the year 1910, all Section lines on the Public Domain within this County, were declared open for public travel, and

WHEREAS, the Board of County Commissioners has been petitioned from time to time to close certain highways to public travel, and

WHEREAS, After due deliberation the Board of Commissioners has determined that no such Section line as heretofore declared open should be closed until and unless the person or persons desiring this action, shall provide for suitable travel by the public in cases of necessity or convenience.

NOW, THEREFORE, IT IS RESOLVED, By this Board, that no Section lines heretofore declared open by the Resolution first above mentioned, shall be closed in the future unless proper cattle guard of such type as shall meet the approval of the Commissioners, and gate of sufficient width to accomodate the public, shall be available for the accomodation of the public at the entrance and exit of any and all roads so closed.

BE IT FURTHER RESOLVED, That no action will be taken in any case to close the Section lines to public travel without the formality of a Petition as provided by Statute and without the petitioner to be benefited by such action, first providing at his expense the approved cattle guard and gate.

Done this 24th day of September, A. D. 1952.

Commissioners Book 2, page 266.

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, Greeting:

CERTIFICATE

No 8286

Colorado

Whereas *Osmond B. Knapp* of Washington Countyhas 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 *Osmond B. Knapp*

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 North West quarter of Section twenty-five in Township two North of Range fifty one 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 *Osmond B. Knapp*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 *Osmond B. Knapp*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, thereto belonging, unto the said *Osmond B. Knapp*

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 canals 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 *J. 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 sixth day of November, in the year of our Lord one thousand eight hundred and ninety, and of the Independence of the United States the one hundred and fiftieth

By the President: *Benjamin Harrison*By *Eliza Macfarland* Sec. Sec. Secretary*J. R. Council*

Recorder of the General Land Office and interim

L. S.

Filed for record the 20th day of April A. D. 1962, at 4:25 o'clock P.M.

Reception No. 665475

BOOK 525 PAGE 140

Cecil S. Fores

RECORDER

This Deed, Made this 13th day of April in the year of our Lord

one thousand nine hundred and Sixty-two between
-----Viola Beverly Hueske and Bernard F. Hueske-----
of the County of Washington and State of Colorado, of the first part, and
-----Lewis Frenzl and John Frenzl-----
of the County of Washington and State of Colorado, of the second part:

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of
Ten Dollars and other valuable consideration-----bolts
to the said part ies of the first part in hand paid by the said part ies of the second part, the receipt whereof is
hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm unto the said part ies of the second part, their heirs and assigns
forever, all the following described lot or parcel of land, situate, lying and being in the County of
Washington and State of Colorado, to-wit:



The Northwest Quarter (NW¹/₄) of Section Twenty-five (25),
Township Two (2) North, Range Fifty-one (51) West of
the 6th P. M.,

EXCEPTING AND RESERVING an undivided one-half
interest in and to the oil, gas and other minerals
underlying said premises, to the parties of the first
part, their heirs and assigns, together with rights
of ingress and egress thereto and therefrom



Together With all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertain-
ing, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate,
right, title, interest, claim and demand whatsoever of the said part ies of the first part, either in law or equity,
of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said
part ies of the second part, their heirs and assigns forever. And the said part ies of the first part,
for them sel ves, their heirs, executors, and administrators, do covenant, grant, bargain and
agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the
ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure,
perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha ve good right, full power
and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same
are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of
whatever kind or nature soever, subject to oil and gas lease of record, burdens
of Akron Soil Conservation District and Otis Rural Fire Protection
District, and right of first parties to harvest growing crop, one-
third of which passes to Second Parties, and subject to 1962 taxes.

and the above bargained premises, in the quiet and peaceable possession of the said part ies of the second
part their heirs and assigns, against all and every person or persons lawfully claiming or
to claim the whole or any part thereof, the said part ies of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands
and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of

Viola Beverly Hueske Seal
Bernard F. Hueske Seal
Seal
Seal



STATE OF COLORADO,

County of Washington } ss.

The foregoing instrument was
acknowledged before me this 13th day of April, 1962,

by* Viola Beverly Hueske and Bernard F. Hueske

Witness my hand and official seal.

My commission expires July 30, 1963

Rae Reese

Notary Public

*If acting in representative or official capacity, insert name and capacity.



RECK AGRI
REALTY & AUCTION

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