

ELMO & DOYLE NEIMAN CO. (CO) LAND AUCTION

February 10, 2026

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: January 27, 2026

ELMO & DOYLE NEIMAN CO. (CO) LAND AUCTION

Phillips & Yuma Counties, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION
with RESERVE

Tuesday, February 10, 2026

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
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www.reckagri.com

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The ELMO & DOYLE NEIMAN CO. (CO) property will be offered for sale in 5 parcels WITH RESERVE. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on February 10, 2026. The auction will "soft close" @ 12:00 noon, MT on February 10, 2026. 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 AGRICULTURE MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the Elmo & Doyle Neiman Co. (CO) Land Auction property page to register to bid. 2.) Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below. 3.) If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

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

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting Elmo & Doyle Neiman Co. (CO) Land Auction property page at reckagri.com or by calling Reck Agri Realty & Auction.

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

SALE TERMS/PROCEDURE: The "ELMO & DOYLE NEIMAN CO. (CO) LAND AUCTION" is an online only auction. The Elmo & Doyle Neiman Co. property to be offered in 5 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 Phillips County Abstract Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions of this Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before March 13, 2026. Closing to be conducted by Phillips 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 herein, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title docu-

ments shown within the title commitment; zoning and other restrictions and regulations of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Possession upon closing subject to lease on growing wheat crop.

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

PROPERTY CONDITION: 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 Seller's water rights, water wells, well permits, and equipment appurtenant to the property for irrigation use, including but not limited to the following: Well Permit #14742-FP, #13794-FP, and #15261-FP. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Frenchman Groundwater District, W-Y Groundwater District, and Republican River Water Conservancy District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment. Seller to convey 3 Valley pivots, 3 electric motors, and 3 pumps.

GROWING CROPS: Landlord share of growing wheat on Parcels #2, #3 & #4 to be conveyed to Buyer(s). Buyer(s) to reimburse Tenant for spraying of summer fallow. Tenant will consider purchase of wheat crop.

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

REAL ESTATE TAXES: 2026 real estate taxes, RRCWD, FGWD, and WYGWD assessments payable 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: No minerals included, previously reserved.

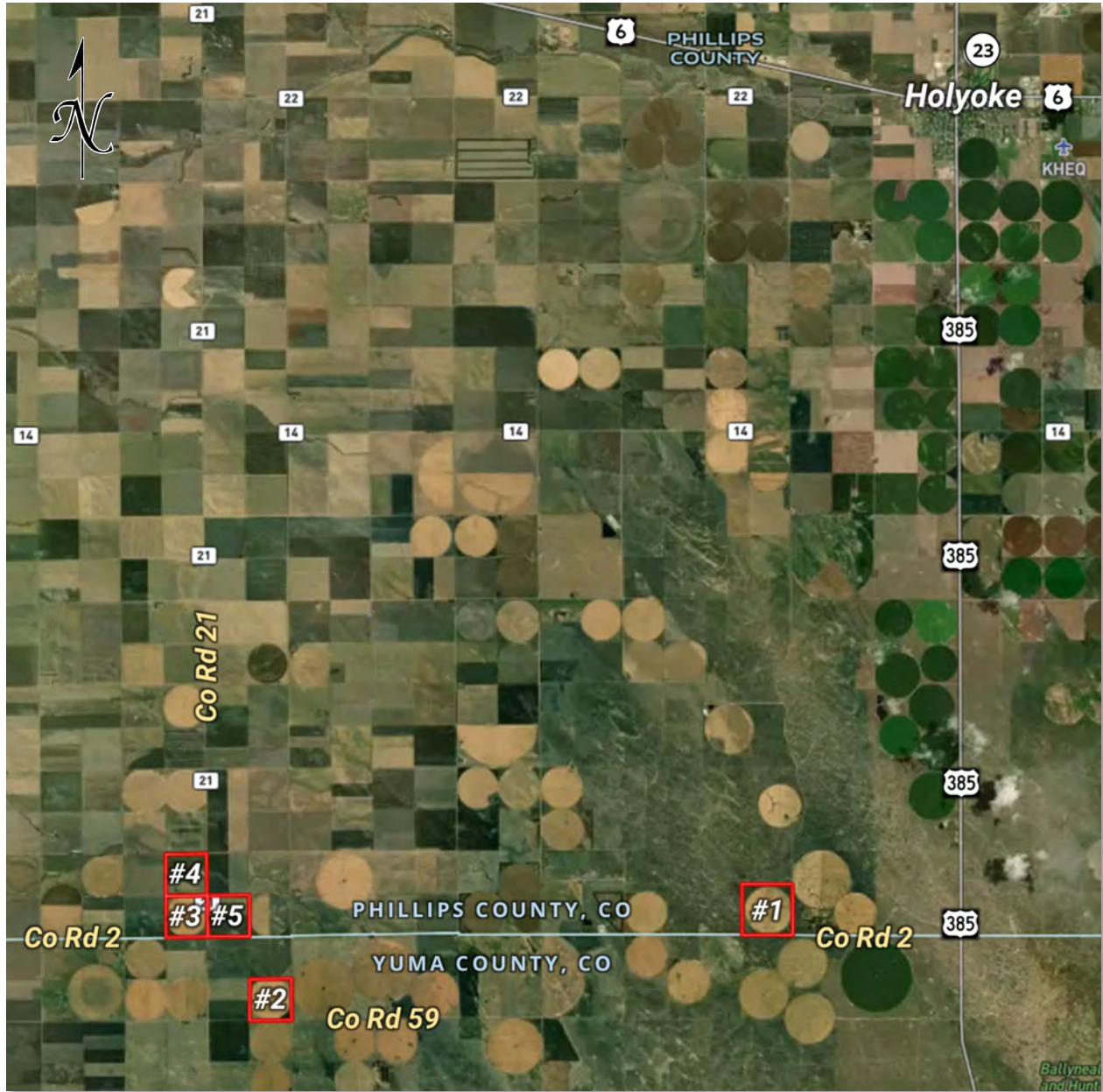
NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the Color Brochure, herein, 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.

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 "ELMO & DOYLE NEIMAN CO. (CO) LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

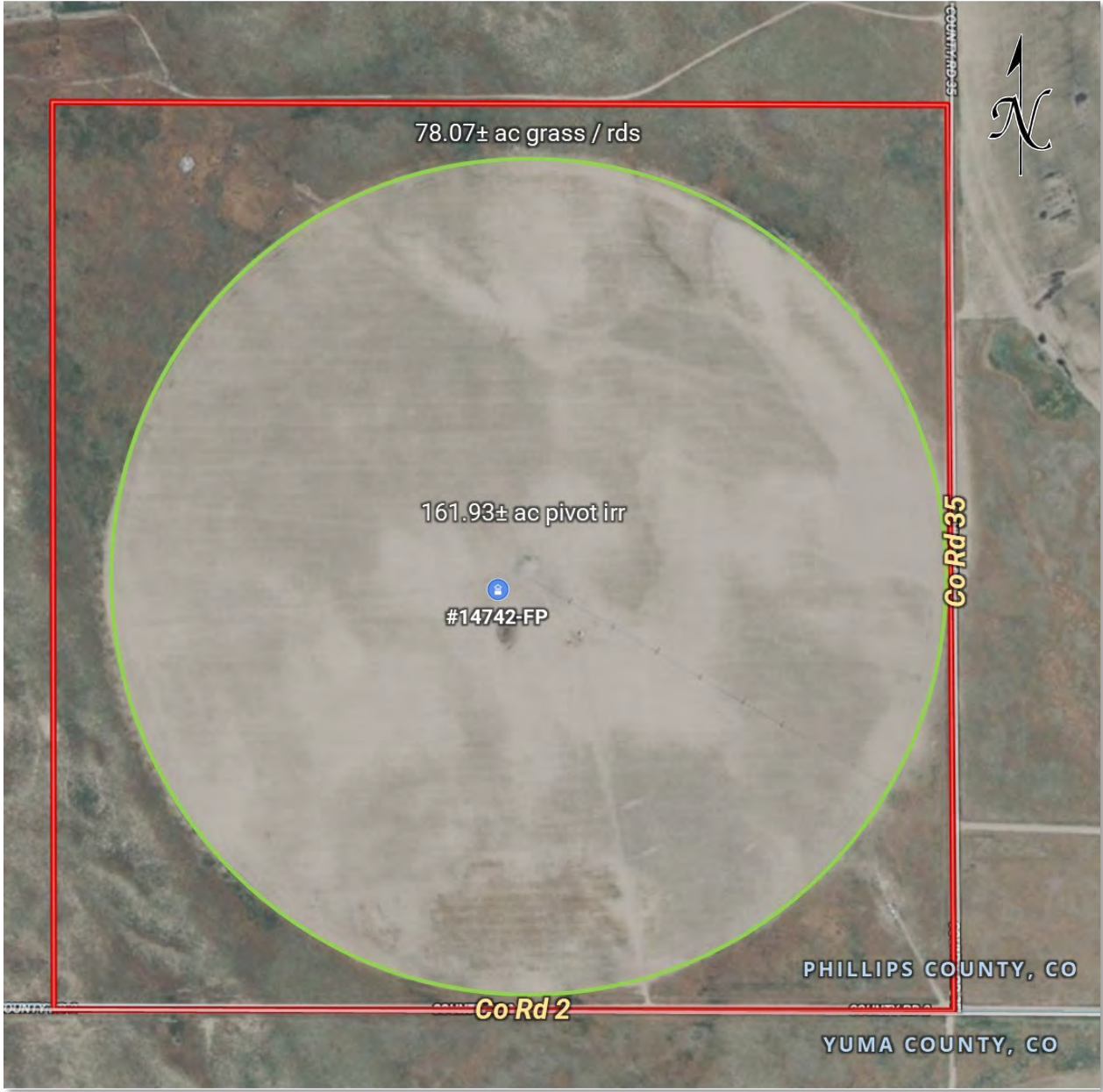
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Location Map



**Parcel
#1**

Parcel Map



Parcel Information



Legal Description:

A tract of land in Section 35, Township 6 North, Range 45 West of the 6th P.M., described as follows: Beginning at the SE corner of said Section 35, thence North along the East boundary line of said Section 35 a distance of 3234 feet, thence West on a line parallel to the South boundary line of said Section 35 a distance of 3234 feet, thence South on a line parallel to the East boundary line of said Section 35 a distance of 3234 feet, thence East along the South boundary line of said Section 35 a distance of 3234 feet to the point of beginning, County of Phillips, State of Colorado.

See Pages 63-66 for legal description, title commitment, and title exceptions.

Acreage:

161.93± Ac Pivot Irrigated

78.07± Ac Grass/Rds

240.00± TOTAL

Land Tenure:

Soils consists primarily of Class III & VI. See Soils Map on Page 14.

Taxes & Assessments:

2025 real estate taxes due 2026 are: \$1,895.72. RRWCD Assessment: \$3,900.00.
FGWD Assessment: \$60.00.

FSA Information:

FSA bases: 161.3 ac corn w/ 167 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #14742-FP appropriated for 400 ac-ft. Equipment includes an 2024 8 tower Valley pivot (3rd season), 100 hp GE electric motor. The irrigation well has been redrilled. The old well was drilled to a depth of 260 ft. The new irrigation well redrilled *January 2026* to depth of 340 ft, static 187'. Test pumped @ 2,300 gpm – drawdown 240 ft. Pump set @ 900 gpm – drawdown 203 ft. See Pages 19-26 for final permit, and well construction report. A final well efficiency test will be forthcoming as soon as the electricity is re-connected.

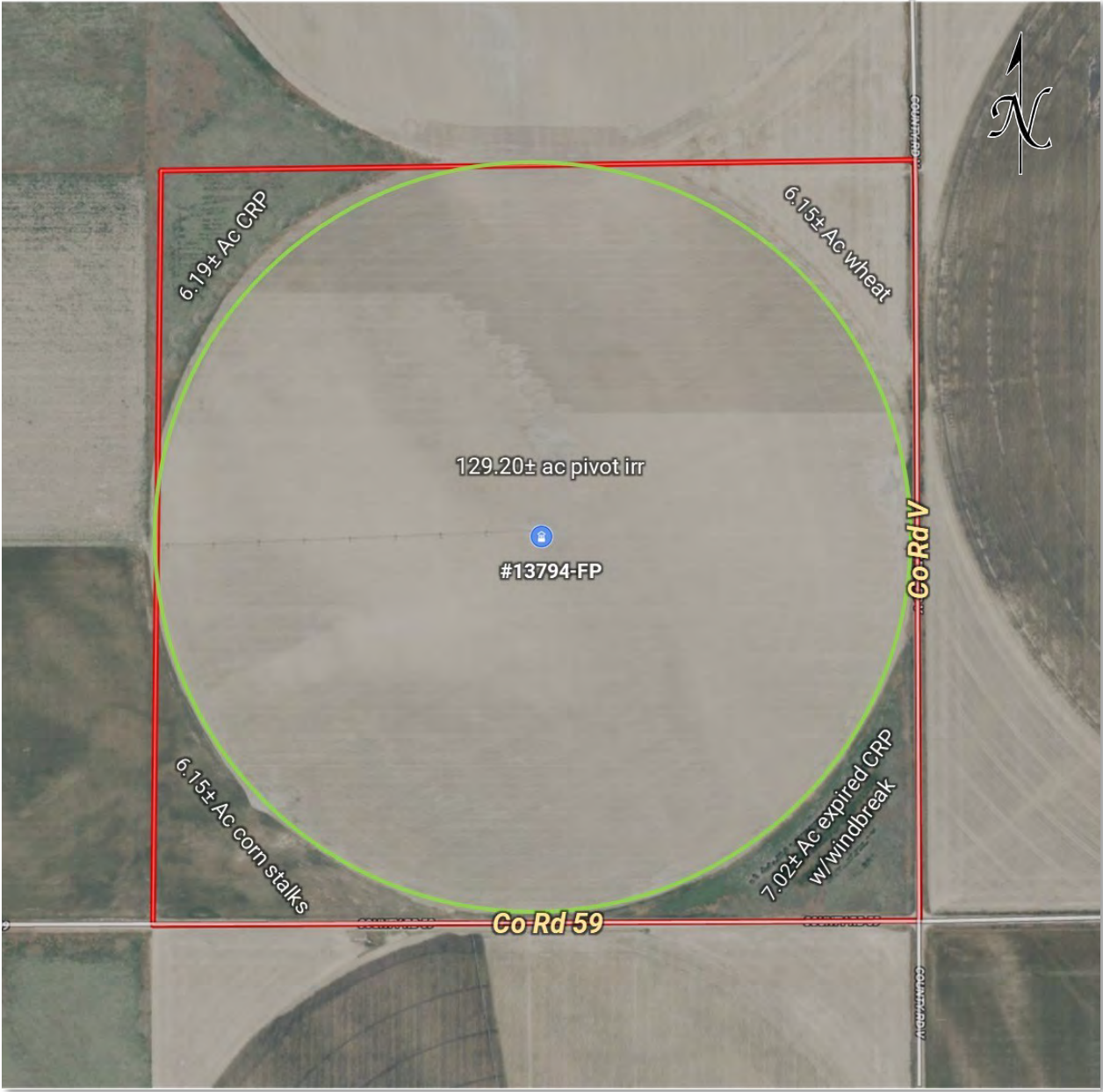
Comments: 161.93± ac corn stalks

Starting Bid: \$890,000



**Parcel
#2**

Parcel Map



Parcel Information



Legal Description:

SE1/4 of Section 2, Township 5 North, Range 46 West of the 6th PM, Yuma County, CO.
SUBJECT TO County Road V along the East side and County Road 59 along the South side of said Section 2.

See Pages 67-78 for legal description, title commitment, and title exceptions.

Acreage:

129.20± Ac Pivot Irrigated
12.30± Ac Dryland
6.19± Ac CRP
7.02± Ac Expired CRP with windbreak
5.29± Ac Roads

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II & III. See Soils Map on Page 15.

Taxes & Assessments:

2024 real estate taxes paid in 2025 were: \$1,153.56. RRWCD Assessment: \$3,810.00.
WYGWD Assessment: \$416.25.

FSA Information:

FSA bases: 133.8 ac corn w/ 167 bu PLC yield, 10.2 ac wheat w/ 45 bu PLC yield.

See Page 34 for copy of CRP Contract #11439. Annual payment: \$371.00 (6.19 ac @ \$60.00/acre).

Irrigation Water & Equipment:

Irrigation Well Permit #13794-FP appropriated for 325 ac-ft. Equipment includes an 8 tower Valley pivot (20± yrs), 100 hp Newman electric motor. See Pages 27-28 for copy of final well permit and well log. Old pump was pulled - 10' of column was added and a new Sargent 7 Stage 11SC Bowl Assembly was installed. Well efficiency test report is shown on Page 29.

Comments:

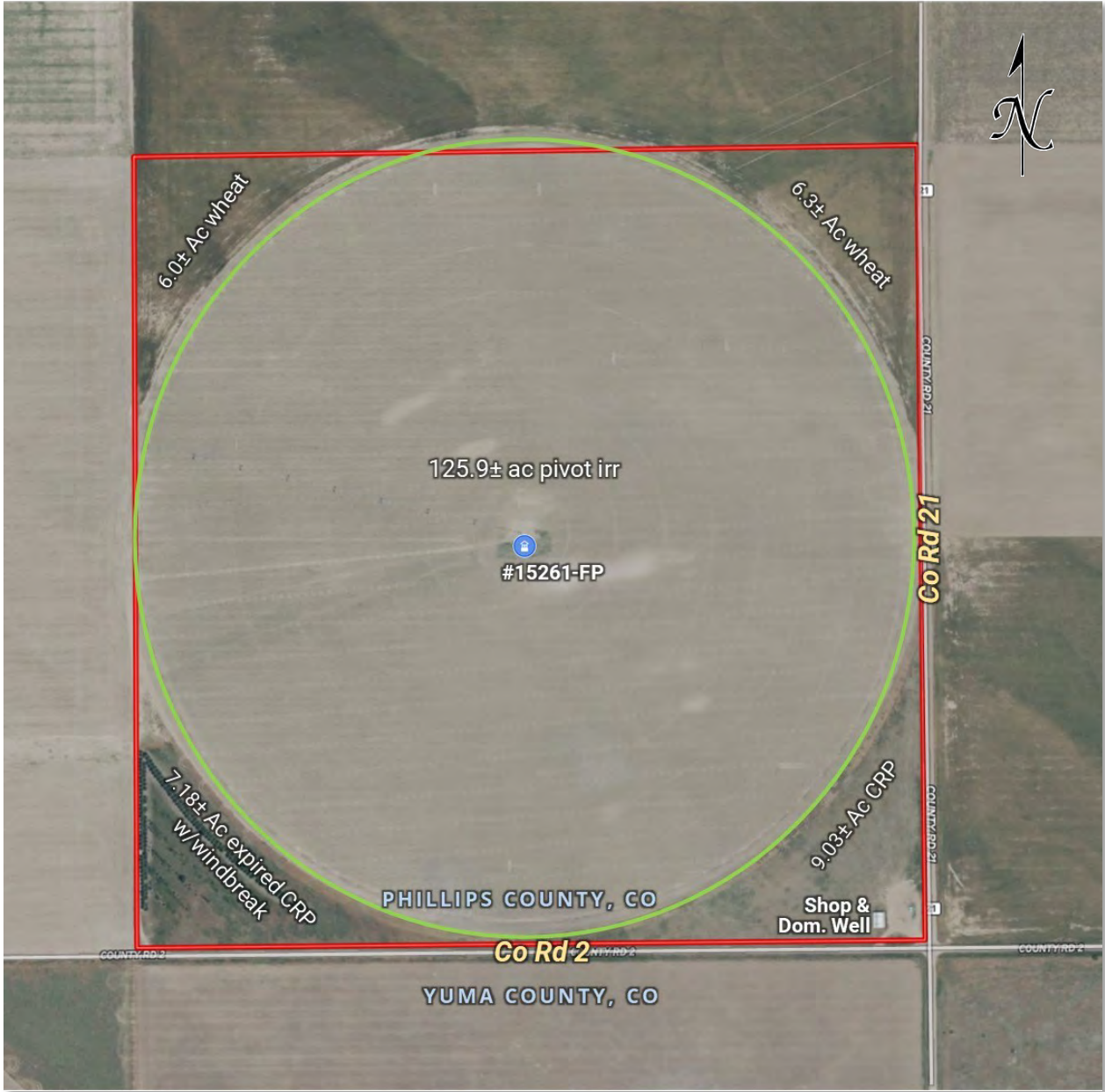
129.20± ac corn stalks under pivot, 6.15± ac growing wheat, 6.15± ac dryland corn stalks.
Growing wheat planted in pivot is cover and will be conveyed to Buyer(s).

Starting Bid: \$490,000



**Parcel
#3**

Parcel Map



Parcel Information



Legal Description:

SE1/4 of Section 34, Township 6 North, Range 46 West of the 6th PM, Phillips County, CO.
See Pages 79-82 for legal description, title commitment, and title exceptions.

Acreage:

125.90± Ac Pivot Irrigated
12.30± Ac Dryland
9.03± Ac CRP
7.18± Ac Expired CRP w/Windbreak
5.59± Ac Grass/Rds

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class III & small area of Class III. See Soils Map on Page 16.

Taxes & Assessments:

2025 real estate taxes due 2026 are: \$1,895.72. RRWCD Assessment: \$3,900.00.
FGWD Assessment: \$60.00.

FSA Information:

FSA bases: 122.2 ac corn w/ 167 bu PLC yield, 8.4 ac wheat w/ 45 bu PLC yield.
See Page 35 for copy of CRP Contract #11438. Annual payment \$452 (9.03 ac @ \$50).

Irrigation Water & Equipment:

Irrigation Well Permit #15261-FP appropriated for 400 ac-ft, Equipment includes 8 tower Valley (20± yrs), 100 hp Newman electric motor. See Pages 30-32 for copy of final well permit and well log. Old pump was pulled - 10' of column was added and a new Sargent 7 Stage 11SC Bowl Assembly was installed. Well efficiency test report is shown on Page 33.

Improvements:

Metal building with domestic well.

Comments:

125.9± ac corn stalks under pivot, 12.3± ac growing wheat.
Pivot overhang extends over the west property line. Pivot wheel track crosses over onto and overhang extends over onto Parcel #4. In the event Parcels #3 and #4 sell separately, seller reserves an easement for the continued use of the area of which the wheel track and overhang use. Said easement shall continue for as long as the pivot is in place. In the event the pivot is removed and/or moved whereby the pivot does not encroach onto the property to the north, said easement is then terminated.

Starting Bid: \$440,000



Parcel Information



Legal Description:

NE1/4 of Section 34, Township 6 North, Range 46 West of the 6th PM, Phillips County, CO.
See Pages 83-86 for legal description, title commitment, and title exceptions.

Acreage:

153.25± Ac Dryland

6.75± Ac Grass/Rds

160.00± TOTAL

Land Tenure:

Soils consists primarily of Class II & III. See Soils Map on Page 17.

Taxes:

2025 real estate taxes due 2026 are: \$842.00.

FSA Information:

FSA bases: 32 ac corn w/ 167 bu PLC yield, 67.3 ac wheat w/ 45 bu PLC yield.

Comments:

71.10± ac growing wheat, 82.15± ac wheat stubble

Starting Bid:

\$145,000



Parcel Information



Legal Description:

SW1/4 of Section 35, Township 6 North, Range 46 West of the 6th PM, Phillips County, CO.
See Pages 87-91 for legal description, title commitment, and title exceptions.

Acreage:

159.8± Ac Dryland
.2± Ac Grass/Rds
<hr/>
160.0± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 18.

Taxes:

2025 real estate taxes due 2026 are: \$879.60.

FSA Information:

FSA bases: 76.0 ac corn w/ 164 bu PLC yield, 72.8 ac wheat w/ 46 bu PLC yield.

Comments:

79.9± ac corn stalks, 79.9± ac wheat stubble

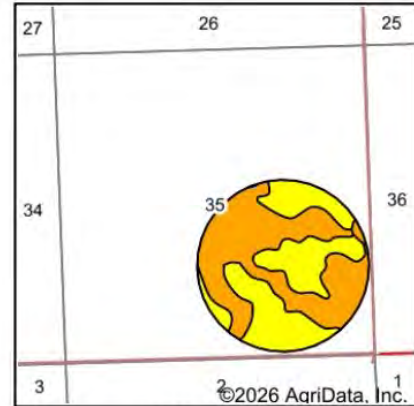
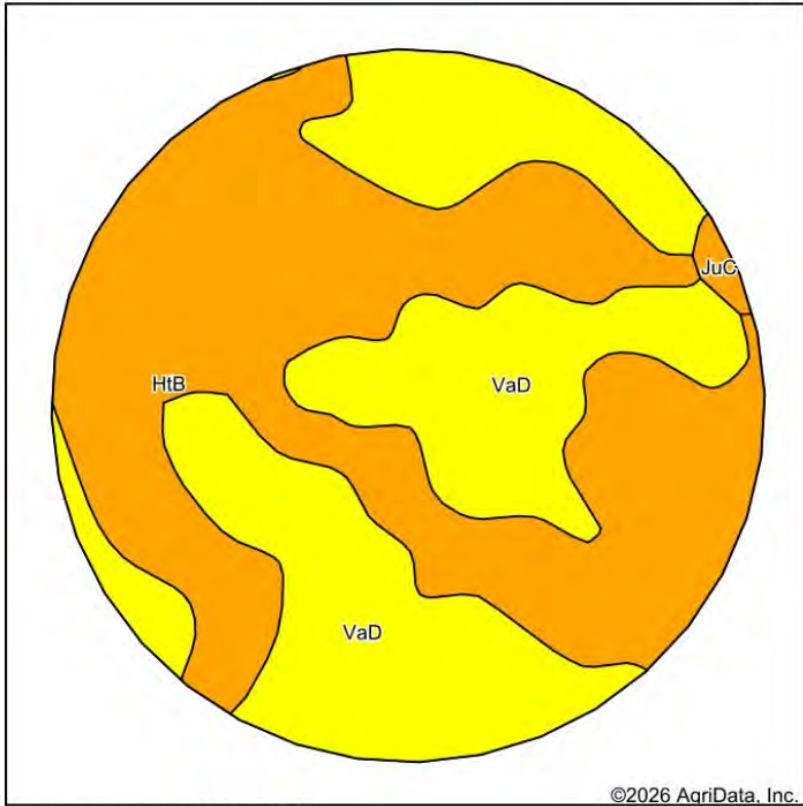
Starting Bid:

\$165,000



Parcel #1

Soils Map



State: **Colorado**
 County: **Phillips**
 Location: **35-6N-45W**
 Township: **Holyoke**
 Acres: **157.9**
 Date: **1/20/2026**

Maps Provided By

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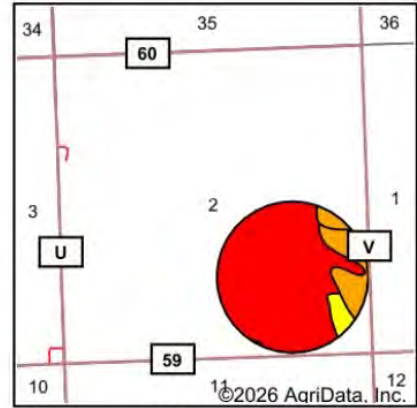
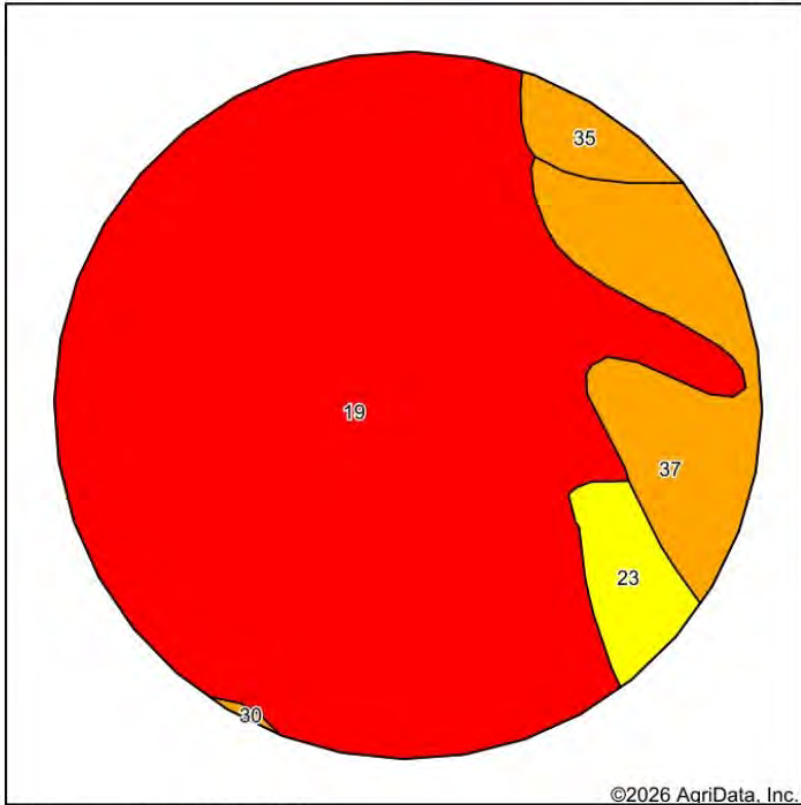


Soils data provided by USDA and NRCS.

Area Symbol: CO095, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Corn Irrigated Bu
HtB	Haxtun loamy sand, 0 to 3 percent slopes	84.58	53.6%		IIIe	144
VaD	Valent fine sand, rolling	72.22	45.7%		IVe	
JuC	Julesburg loamy sand, 3 to 5 percent slopes	1.10	0.7%		IIIs	
Weighted Average					3.46	77.1

Soils Map



State: **Colorado**
 County: **Yuma**
 Location: **2-5N-46W**
 Township: **Wray**
 Acres: **122.92**
 Date: **1/20/2026**



Soils data provided by USDA and NRCS.

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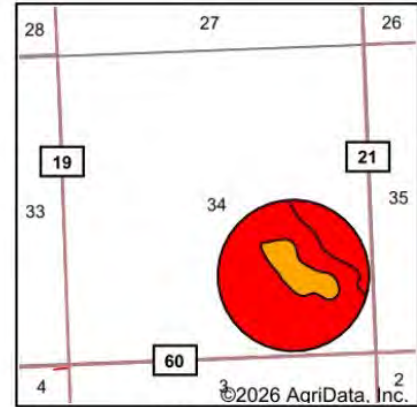
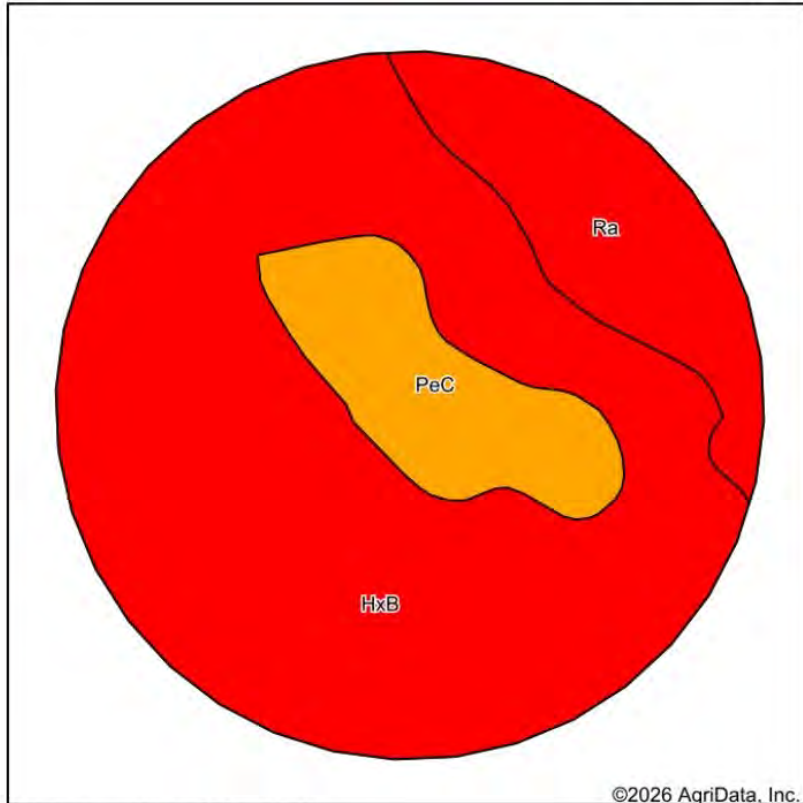
Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Corn Irrigated Bu
19	Haxtun sandy loam, 0 to 3 percent slopes	100.05	81.5%		Ile	
37	Rago loam, 0 to 3 percent slopes	15.02	12.2%		IIIIs	
23	Julesburg loamy sand, 3 to 9 percent slopes	4.71	3.8%		IVe	
35	Platner loam, 0 to 3 percent slopes	2.97	2.4%		IIIIs	
30	Manter sandy loam, 2 to 5 percent slopes	0.17	0.1%		IIIe	120
Weighted Average					2.22	0.2



Parcel #3

Soils Map



State: **Colorado**
 County: **Phillips**
 Location: **34-6N-46W**
 Township: **Haxtun**
 Acres: **123.06**
 Date: **1/20/2026**

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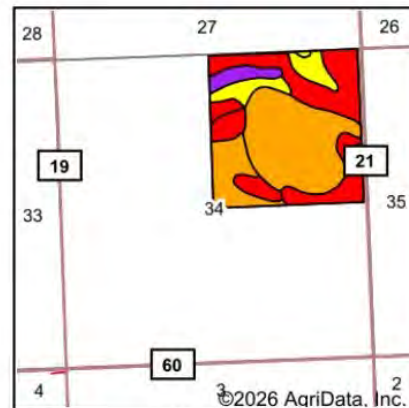
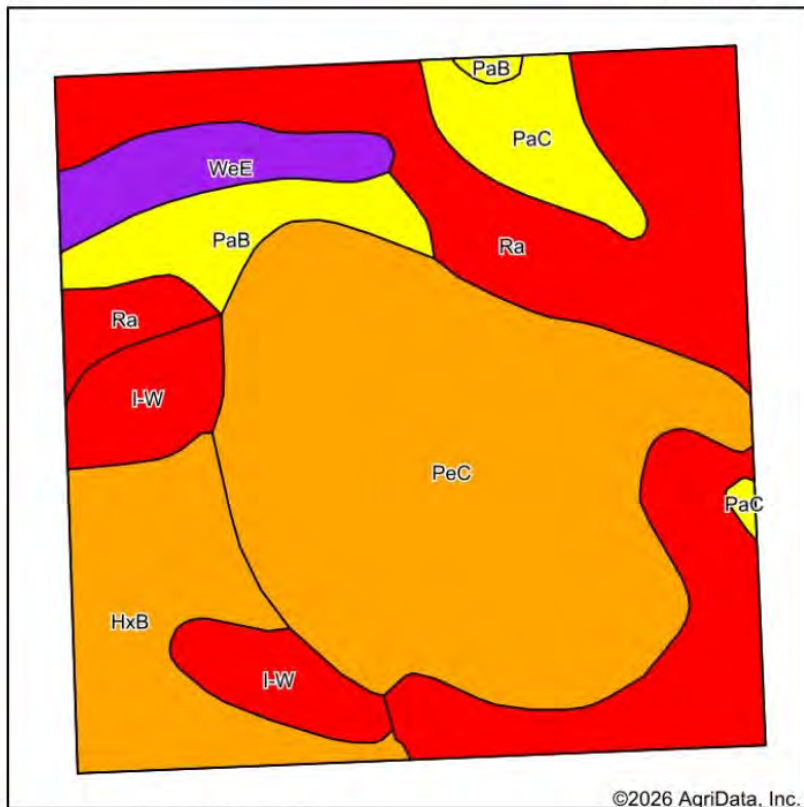


Soils data provided by USDA and NRCS.

Area Symbol: CO095, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Corn Irrigated Bu
HxB	Haxtun sandy loam, 0 to 3 percent slopes	88.61	72.0%		IIe	
Ra	Rago and Kuma loams	18.77	15.3%		IIe	150
PeC	Platner-Eckley association, 3 to 5 percent slopes	15.68	12.7%		IIIe	110
Weighted Average					2.13	36.9

Soils Map



State: **Colorado**
 County: **Phillips**
 Location: **34-6N-46W**
 Township: **Haxtun**
 Acres: **157.34**
 Date: **1/20/2026**



Soils data provided by USDA and NRCS.

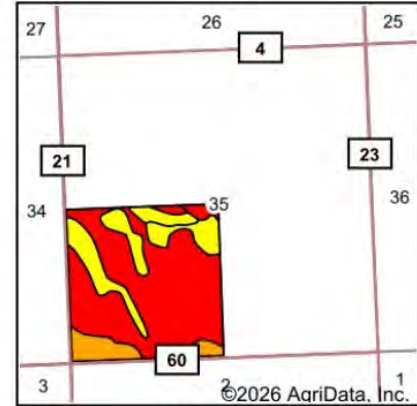
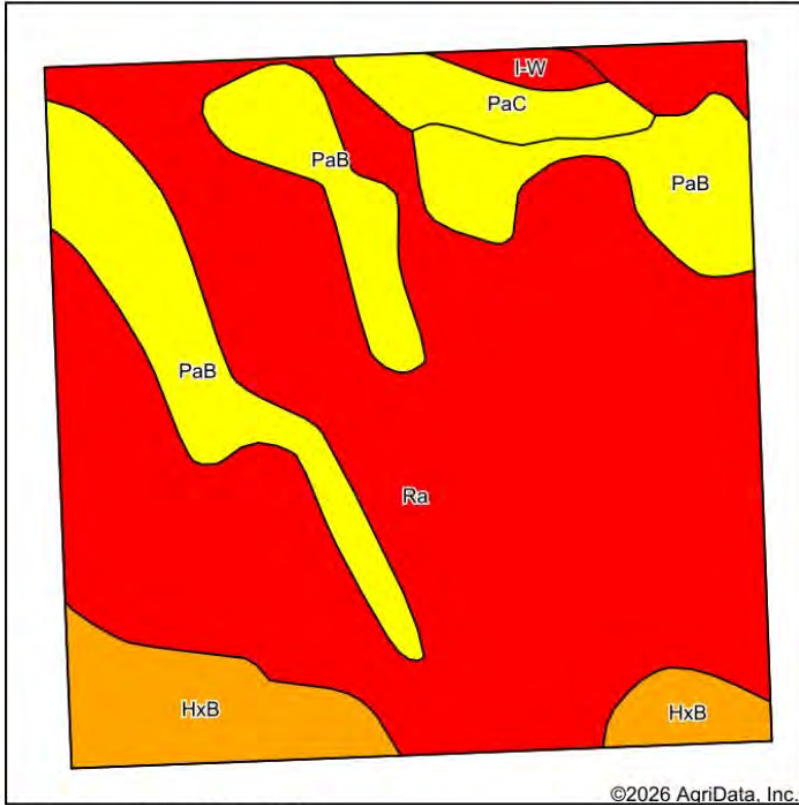
Area Symbol: CO095, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
PeC	Platner-Eckley association, 3 to 5 percent slopes	59.08	37.5%		IIIe
Ra	Rago and Kuma loams	47.49	30.2%		IIc
HxB	Haxtun sandy loam, 0 to 3 percent slopes	17.74	11.3%		IIIc
I-W	Intermittent Water	10.85	6.9%		VIII
PaB	Platner loam, 0 to 3 percent slopes	8.08	5.1%		IVs
PaC	Platner loam, 3 to 5 percent slopes	7.32	4.7%		IVe
WeE	Wages-Eckley-Dix complex, 5 to 25 percent slopes	6.78	4.3%		VIe
Weighted Average					3.27



Parcel #5

Soils Map



State: **Colorado**
 County: **Phillips**
 Location: **35-6N-46W**
 Township: **Haxtun**
 Acres: **159.06**
 Date: **1/20/2026**

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Soils data provided by USDA and NRCS.

Area Symbol: CO095, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
Ra	Rago and Kuma loams	107.82	67.8%		IIc
PaB	Platner loam, 0 to 3 percent slopes	30.77	19.3%		IVs
HxB	Haxtun sandy loam, 0 to 3 percent slopes	13.54	8.5%		IIIc
PaC	Platner loam, 3 to 5 percent slopes	5.40	3.4%		IVe
I-W	Intermittent Water	1.53	1.0%		VIII
Weighted Average					2.60



**Colorado Ground Water Commission
State of Colorado
Amended Final Permit No. 14742-FP**

**Northern High Plains Designated Groundwater Basin
Frenchman Ground Water Management District**

Priority Date: January 27, 1970

Type of Use(s): Irrigation

Name of Claimant: Elmo and Doyle Neiman Company

Permitted Location: NW1/4 of the SE1/4 of Section 35, Township 6 North, Range 45 West, 6th P.M., UTM coordinates 725205.8 Easting and 4480326.4 Northing (meters, Zone 13, NAD-83), (1,331 feet from the South section line and 1,342 feet from the East section line).

Maximum annual volume of appropriation for irrigation use: 400 acre-feet per year

Maximum pumping rate: 1,600 gallons per minute

Number of acres which may be irrigated: 160 acres

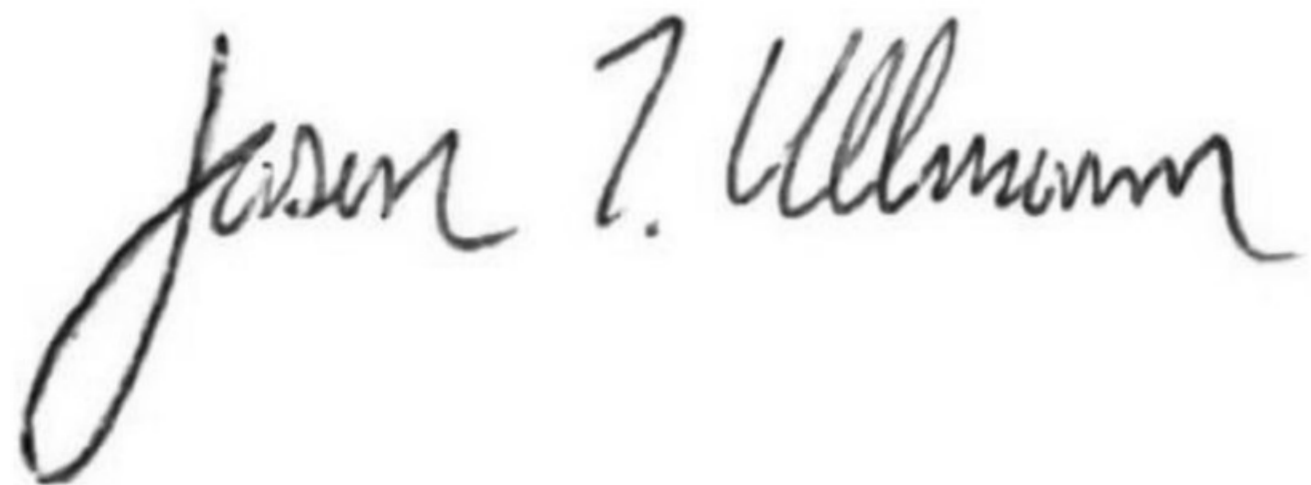
Description of acres irrigated: 160 acre circle centered 1450 feet from the East section and 1450 feet from the South section line of said Section 35.

Totalizing Flow Meter: Meter required

Aquifer: High Plains

Notes: This amendment is for a change of description of irrigated acres pursuant to the Colorado Ground Water Commission's Findings and Order dated February 7th, 1994. Additional terms and conditions that affect this water right are contained within that Finding and Order.

Dated this 16th day of December, 2025.



Jason T. Ullmann, P.E.
Executive Director
Colorado Ground Water Commission



By: Javier Vargas-Johnson
Chief of Water Supply, Designated Basins



ORIGINAL PERMIT APPLICANT(S)

ELMO DOYLE NEIMAN COMPANY

APPROVED WELL LOCATION

Water Division: 1 Water District: 65
 Designated Basin: NORTHERN HIGH PLAINS
 Management District: FRENCHMAN
 County: PHILLIPS
 Parcel Name: N/A
 Physical Address: N/A
 NW 1/4 SE 1/4 Section 35 Township 6.0 N Range 45.0 W Sixth P.M.


UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 725210.0 Northing: 4480335.0

PERMIT TO REPLACE EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well and Ground Heat Exchanger Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-111(1)(c) for the replacement of an existing well with permit no. 14742-FP.
- 4) THE OLD WELL MUST BE PLUGGED IN ACCORDANCE WITH RULE 16 OF THE WATER WELL CONSTRUCTION RULES (2 CCR 402-2) WITHIN SIXTY (60) DAYS OF COMPLETION OF THE NEW WELL. It is the ultimate responsibility of the well owner to have the old well properly plugged, sealed, and abandoned. The Well Abandonment Report e-Form available at: <https://dwr.state.co.us/eforms> must be submitted to the Division of Water Resources to verify the old well has been properly abandoned. For additional information or questions contact the Division of Water Resources, <https://dwr.state.co.us/Portal/dwr/AskDWR>
- 5) WELL OWNERS SEEKING TO ABANDON THEIR OWN WELLS MUST CONSULT WITH A LICENSED WATER WELL CONSTRUCTION CONTRACTOR OR STAFF OF THE BOARD OF EXAMINERS PRIOR TO ABANDONING THEIR WELL TO DETERMINE IF THE WELL QUALIFIES TO BE PLUGGED, SEALED AND ABANDONED BY THE WELL OWNER.
- 6) The pumping rate of this well shall not exceed 1600 GPM.
- 7) The annual withdrawal of groundwater from this well shall not exceed 400 acre-feet.
- 8) The use of groundwater from this well is limited to the irrigation of 160 acres described as a 160 acre circle centered 1450 feet from the East section and 1450 feet from the South section line of Section 35, Township 6 N, Range 45 W, Sixth P.M.
- 9) Production from this well is limited to the High Plains aquifer. At this location the well must be constructed in accordance with Well Construction Rule 10.4.6 (2 CCR 402-2) for a Type 2 aquifer (BOE Policy 2021-2).
- 10) The owner shall mark the well in a conspicuous location with the well permit number and the name of the aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 11) This well must be constructed within 300 feet of the originally permitted location of the old well. The originally permitted location is in the NW ¼, SE ¼, Section 35, Township 6 N, Range 45 W, Sixth P.M., with a permitted location at a point 1331 feet from the South section line and 1342 feet from the East section line at approximate UTM coordinates of 725205.8 Easting and 4480326.4 Northing (meters Zone 13, NAD-83).
- 12) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Frenchman Ground Water Management District and the Ground Water Commission upon request.
- 13) Pursuant to the Rules and Regulations Governing the Measurement of Ground Water Diversions Affecting the Republican River Compact, construction of this replacement well requires re-verification of the accuracy of any totalizing flow meter, or of any approved alternate method of measurement (Power Conversion Coefficient), by a Qualified Well Tester.

Form No. GWS-31A 01/2026	WELL DEVELOPMENT AND CLEANING State of Colorado, Office of the State Engineer 1313 Sherman St., Room 818, Denver, CO 80203 303.866.3581 dwr.colorado.gov and dwrpermitsonline@state.co.us	For Office Use Only	
1. Well Permit Number: 14742-FP-R Receipt Number: 10046412			
2. Well/Hole Cleaning/Development Methods (Select all that apply): <input checked="" type="checkbox"/> Over-pumping <input type="checkbox"/> Bailing <input type="checkbox"/> Jetting <input checked="" type="checkbox"/> Backwashing <input type="checkbox"/> Mechanical Surging <input type="checkbox"/> Air Lifting <input type="checkbox"/> Other: _____			
3. Development/Cleaning Details Well/Hole Development Duration (hours): <u>7</u> Casing/Hole Volume (gallons): <u>1591.2</u> Gallons Removed During Cleaning/Development: <u>50400 Est.</u>			
4. Criteria used to evaluate the completion of cleaning/development: Sand Free, Lack Of Drilling Fluids, Clean Water			
5. Additional Information: Test Pumping Was Done Through An Orifice			
6. 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: Sargent Irrigation	Email: ericw@gpcom.net	Phone w/area code: 308-352-4379	License Number: 1508
Mailing Address: PO Box 650 Grant, NE 69140			
Sign (or enter name if filing online) 	Print Name and Title Eric Wiest, Drill Tech		Date: 01/14/2026

Plain Casing

OD (in)	Kind	Wall Size (in)	From (Ft)	To (Ft)
16"	Steel	0.250	0'	230'

Perforated Casing

OD (in)	Kind	Wall Size (in)	From (Ft)	To (Ft)	Slot Size
16"	Steel	0.250	230'	270'	0.100 Screen
16"	Steel	0.250	270'	330'	0.080 Screen
16'	Steel	0.25	330'	340'	0.000 Perf

**Chas. Sargent Irrigation Inc.
Grant Office**

TEST WELL LOG

CUSTOMER: EDN Company

DATE: 12/16/2025 **TEST #:** 25-38

LEGAL: SE 35-6-45 Phillips Co.

GPS: N 40° 26' 36.4"

W 102° 20' 40.2"

FROM:	TO:	DESCRIPTION:
0	3	top soil
3	6	sandy clay
6	14	coarse sand, fine gravel
14	40	sandy clay
40	45	sandy clay, w/coarse sand, fine gravel, w/sandy clay streaks
45	54	sandy clay
54	67	coarse sand
67	116	coarse sand, fine gravel
116	122	sandy clay
122	150	coarse sand, fine gravel
150	155	sandy clay
155	195	coarse sand, fine gravel
195	200	sandy clay
200	206	coarse sand
206	236	coarse sand, fine gravel
236	240	sandy clay
240	245	coarse sand
245	250	sandy clay
250	260	coarse sand, fine gravel, w/sandy clay streaks
260	273	coarse sand, fine gravel
273	282	sandy clay
282	305	coarse sand, very fine gravel
305	309	sandy clay
309	320	coarse sand, very fine gravel, w/sandy clay streaks
320	328	coarse sand, fine gravel
328	340	silty clay
340	351	silty clay (blue)
351	360	shale

Use	6-65
Registered	6

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER 013794-F

COLORADO STATE ENGINEER

STATE OF COLORADO

COUNTY OF Phillips

SS

WELL LOCATION

Yuma County

63

Know all men by these presents: That the undersigned

Doyle E. Neiman Elmo & Doyle Neiman Co.

claimant(s), whose address is Wages Rt.

City Holyoke Colorado, states:

Claimant(s) is (are) the owner(s) of the well described hereon; the total number of acres of land irrigated from this well is _____;

work was commenced on this well by actual construction 3

day of March, 19 70;

the yield from said well is 1500 (gpm), for

which claim is hereby made for Irrigation purposes;

that the average annual amount of water to be diverted is

325 acre-feet; and that the aforementioned

statements are made and this map and statement are filed in

compliance with the law.

X Doyle E. Neiman
Claimant(s)

Subscribed before me on this 12th day of March, 19 70

My commission expires August 2, 1970

Loris A. Kramer
Notary Public

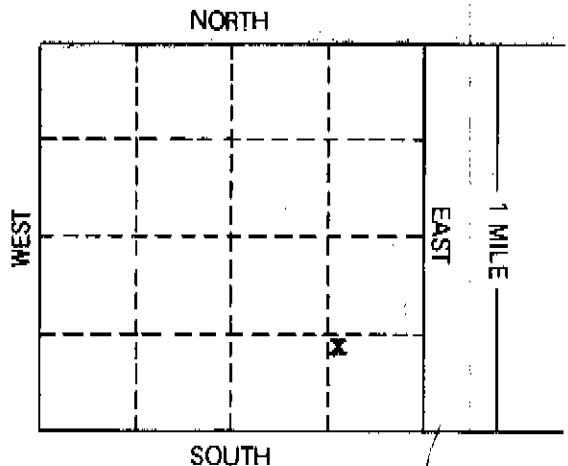
WELL DATA

Date Completed March 5, 1970

Static Water Level 181 ft.

Total Depth 321 ft.

INDICATE WELL LOCATION ON DIAGRAM



WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

1300 ft. from South section line.
(North or South)

1300 ft. from East section line.
(East or West)

Ground Water Basin _____

Water Management District _____

Domestic wells may be located by the following:

LOT _____, BLOCK _____

SUBDIVISION _____

FILING # _____

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS _____ DAY OF _____, 19 _____.

State Engineer

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM MUST BE AN ORIGINAL COPY ON BOTH SIDES AND SIGNED. WHITE copy & GREEN copy must be filed with the State Engineer within 30 days after well is completed: PINK copy is for the Owner & YELLOW copy is for the Driller.

WELL LOG

From	To	Type of Material	Water Loc.
0	3	top soil	
3	115	clay with lenses of gravel	
115	161	gravel	
161	168	clay	
168	240	gravel - 59 ✓	
240	258	clay	
258	274	gravel - 17 16	
274	282	clay	
282	290	gravel - 8 ✓	241
290	300	clay	
300	319	gravel - 19 ✓	
319	321	clay - 102	319

13794-E
P12-20-68
1500 221 74%
3-70 FENV 181 138 G 52%
1500 319 102 50%
27 100 74.
1500/321
181/138
319/102

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Reverse Rotary

HOLE DIAMETER:

27" in. from 0 ft. to 321 ft.

_____ in. from _____ ft. to _____ ft.

_____ in. from _____ ft. to _____ ft.

CASING RECORD

Plain Casing

Size 16" kind Steel from 0 ft. to 241 ft.

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

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

Perforated Casing

Size 16" kind Steel from 241 ft. to 321 ft.

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

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

GROUTING RECORD

Material _____

Intervals _____

Placement Method _____

GRAVEL PACK RECORD

Size 1/8-1/2" Interval 0-321ft.

TEST DATA

Date Tested March 5, 1970

Type of Pump Turbine

Length of Test 7 hrs.

Constant Yield 1500 gpm

Drawdown 27ft.

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge.

X Jim Feighney
License No. 108

day of MARCH, 1970

Ray A. Wheeler
Notary Public

State of Colorado, County of SEDOGWICK) ss

Subscribed and sworn to before me this 7th day of MARCH, 1970

My Commission expires My Commission expires Nov. 22, 1971, 1970

SARGENT IRRIGATION CO.

Efficiency Test Report

Electric Motor

Name EDN Company Address _____ Legal SE 2-5-46 Yuma Co.

Latitude: 40 ° 25 ' 42.2 " Longitude: 102 ° 27 ' 34.0 "

Elevation _____ Date 1/20/2026

Well Depth: _____ Casing Dia: _____ Yr.Inst.: _____ Bwls: 7-11SC
 Pump Mfg. Byron Jackson SN: GR26B005 Col: 310 ft. 8 5/8 x 2 1/2 x 1 7/16
 Drive Mfg.: Newman HP: 100 SN: V1132001 Ratio: _____
 Sprinkler: _____ Type: _____ Nozzled for: _____ GPM@ _____ PSI: _____
 Static Water Level: 242

Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft	x	Flow GPM	/	3960	=	Water HP		
1	1779		68	x	2.31	=	157.08	+	261	+	6.3	=	424.4	x	702	/	3960	=	75.2
2				x	2.31	=	0	+		+		=		x		/	3960	=	
3				x	2.31	=	0	+		+		=		x		/	3960	=	

Electric 3 Phase: _____ Meter# _____ Meter Multiplier _____ Frame # 444OVP
 Full Load Amps 122 Volts w/Motor Off 492 Rated RPM: 1780

KWH/h / 0.746 = Hook UP Horse Power

1	0	/	0.746	=
2	0	/	0.746	=
3	0	/	0.746	=

Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP	
1	468.7	x	127.3	x	1.732	/	1000	x	0.87	=	90	=	1.34	x	0.9	-		=	108.5
2		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1	75.2	/	109	=	69.3	%
2	0	/	0	=	0	%
3	0	/	0	=	0	%

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1	108.5	-	4	=	104.5	75.2	-	104.5	=	72.0
2		-		=			-		=	
3		-		=			-		=	

Comments:

Ran test open flow/squeezed back to 700GPM
 Slight cascading water
 Motor sounds OK
 Pump sounds OK

FINAL PERMIT NO. 15261FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: September 16, 1970

Use: IRRIGATION

Name of Claimant: DOYLE NEIMAN ESTATE

Location of well: NE1/4 of the SE1/4 of Section 34, Township 6 N,
Range 46 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

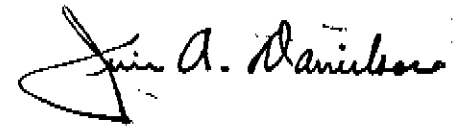
Maximum pumping rate: 1200 gallons per minute

Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 OF SEC 34, T6N, R46W

Totalizing Flow Meter: Meter required

Done this 30th day of September, 1991



Jeris A. Danielson
State Engineer,
State of Colorado

By: 
Purushottam Dass, Chief
Designated Basins Branch

WA 2-25-70

Index No. _____
 Completion _____
 Yield _____
 Checked By _____

Irrigation Well No. 5
STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER 015261-F



STATE OF COLORADO) SS

CLAIMANT (s) Doyle E. Neiman

being duly sworn upon oath deposes and says that he (they) is (are) the owner (s) of the well described hereon; the total number of acres of land irrigated from this well is 160; work was commenced on this well by actual construction on the

13 day of September 1971; the sustained

yield from said well is 1200 gpm, for which claim is hereby made

for Irrigation purpose (s);

the average annual amount to be diverted is 400 acre-feet; this map and statement is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) own knowledge.

Signature (s) Doyle E. Neiman

Address: Holyoke, Colorado

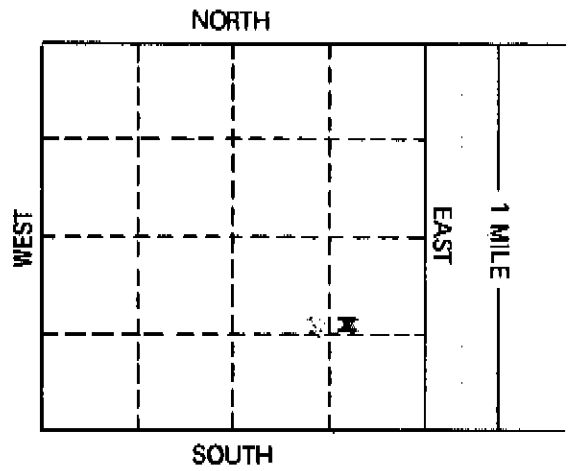
WELL LOCATION

Phillips County

NE ¼ of SE ¼, sec. 34

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

INDICATE WELL LOCATION ON DIAGRAM



WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

1325 ft. from South section line. (North or South)

1310 ft. from East section line. (East or West)

Ground Water Basin Northern High Plains

Water Management District Frenchman

Domestic wells may be located by the following:

LOT _____, BLOCK _____

SUBDIVISION _____

FILING # _____

Subscribed and sworn to before me on this 28th day

of Sept., 1971

My Commission expires: Jan. 15, 1975

(Seal) Frances L. Oliver
 Notary Public

WELL DATA

Date Completed Sept. 15, 1971

Static Water Level 202 ft.

Total Depth of Well 325 ft.

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS _____ DAY

OF _____ 19____ STATE ENGINEER

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer within 30 days after the well is completed or within 7 days after expiration date of the permit, whichever is sooner; PINK COPY is for the Owner and YELLOW COPY is for the Driller.

WELL LOG

From	To	Type & Color of Material	Water Loc.
0	4	top soil	
4	110	clay with lenses of gravel	
110	165	gravel	
165	182	clay	
182	196	gravel	
196	215	clay	
215	234	sandy clay	3
234	250	gravel	16
250	254	clay	19
254	273	gravel	
273	293	clay	
293	325	gravel	202
325		shale	306

DOYLE B.
NEWMAN
15061- E
9-16-73
1200
9-71
1200
12
202
325
123
30
160

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Reverse Rotary

HOLE DIAMETER:

27 in. from 0 ft. to 245 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Plain Casing

Size 16" kind steel from 0 ft. to 245 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

Perforated Casing

Size 16, kind steel from 245 ft. to 325 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

GROUTING RECORD

Material _____
 Intervals _____
 Placement Method _____

GRAVEL PACK RECORD

Size 1/8-1/4" Interval 0-325 ft.

TEST DATA

Date Tested Sept. 20, 1971
 Type of Pump Turbine
 Length of Test 8 hrs.
 Sustained Yield (Metered) _____
 Drawdown 12 ft.

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge.

Jim Ferguson
 License No. 108

 Notary Public

State of Colorado, County of Sedgwick) ss

Subscribed and sworn to before me this 23 day of September, 19 71

My Commission expires May 14, 1978

My Commission expires _____, 19 _____

SARGENT IRRIGATION CO.

Efficiency Test Report

Electric Motor

Name EDN Company Address _____ Legal SE 34-6-46 Phillips Co.

Latitude: 40 ° 26 ' 34.6 " Longitude: 102 ° 28 ' 43.3 "

Elevation _____ Date 1/20/2026

Well Depth: _____ Casing Dia: _____ Yr.Inst.: _____ Bowls: 7-11SC
 Pump Mfg. Byron Jackson SN: GR26B006 Col: 310 ft. 8 5/8 x 2 1/2 x 1 7/16
 Drive Mfg.: Newman HP: 100 SN: V113901 Ratio: _____
 Sprinkler: _____ Type: _____ Nozzled for: _____ GPM@ _____ PSI: _____

Static Water Level: 261

	Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft	x	Flow GPM	/	3960	=	Water HP
1	1782	46	x	2.31	=	106.26	+	271	+	6	=	383.3	x	601	/	3960	=	58.2
2			x	2.31	=	0	+		+		=		x		/	3960	=	
3	1784	56	x	2.31	=	129.36	+	269	+	5.4	=	403.8	x	550	/	3960	=	56.1

Electric 3 Phase: _____ Meter# _____ Meter Multiplier _____ Frame # 444VP
 Full Load Amps 122 Volts w/Motor Off 490 Rated RPM: 1780

KWH/h / 0.746 = Hook UP Horse Power

1	0	/	0.746	=
2	0	/	0.746	=
3	0	/	0.746	=

	Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP
1	467.1	x	100.4	x	1.732	/	1000	x	0.87	=	71	=	1.34	x	0.9	-		=	85.6
2		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3	468.1	x	94.17	x	1.732	/	1000	x	0.87	=	66.4	=	1.34	x	0.9	-		=	80.1

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1	58.2	/	85.6	=	68	%
2	0	/	0	=	0	%
3	56.1	/	80.1	=	70	%

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1	85.6	-	4	=	81.6	Water HP	-	81.6	=	71.3
2		-		=			-		=	
3	80.1	-	4	=	76.1	56.1	-	76.1	=	73.7

Comments:

Ran test open flow.
 Very bad cascading water.
 Motor sounds OK
 Pump sounds OK



CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 08 095	2. SIGN-UP NUMBER 60
		3. CONTRACT NUMBER 11439	4. ACRES FOR ENROLLMENT 6.19
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) PHILLIPS COUNTY FARM SERVICE AGENCY 1280 SW INTEROCEAN DR HOLYOKE, CO 80734-2136		6. TRACT NUMBER 1431	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2023 TO: (MM-DD-YYYY) 09-30-2033
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (970) 854-2812 x2		8. SIGNUP TYPE: General	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 60.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 371.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	1431	0007	CP1	6.19	\$ 919.00
(Item 9C is applicable only when the first year payment is prorated.)						

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) BELMO & DOYLE NEWMAN CO	(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>[Signature]</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY not	(5) DATE (MM-DD-YYYY) 2-4-23
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i> CED	B. DATE (MM-DD-YYYY) 01-27-2023
-------------------------	--	------------------------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a, as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 697-442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.





CRP Contract #11438

CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)

PHILLIPS COUNTY FARM SERVICE AGENCY
1280 SW INTEROCEAN DR
HOLYOKE, CO 80734-2136

5B. COUNTY FSA OFFICE PHONE NUMBER

(Include Area Code): (970) 854-2812 x2

... & CO. CODE & ADMIN. LOCATION

08 095

2. SIGN-UP NUMBER
60

... CONTRACT NUMBER

11438

4. ACRES FOR ENROLLMENT
9.03

6. TRACT NUMBER

1425

7. CONTRACT PERIOD

FROM: (MM-DD-YYYY)
10-01-2023

TO: (MM-DD-YYYY)
09-30-2033

8. SIGNUP TYPE:

General

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 50.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 452.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	1425	0003	CP1	9.03	\$ 1,341.00
<i>(Item 9C is applicable only when the first year payment is prorated.)</i>						

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>BLAND & DOYLE NEUMAN CO C/O JUDY NEUMAN</small>	(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>[Signature]</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY + <i>[Signature]</i>	(5) DATE (MM-DD-YYYY) 8-4-22
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>	B. DATE (MM-DD-YYYY) 7-27-2023
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552) as amended. The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, rivaac and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

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

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

known as: _____
Street Address City State Zip

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

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

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

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

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

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

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

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

60
61
62
63

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

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

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

73
74
75

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

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

78
79
80

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

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

83
84
85
86
87
88

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

95
96

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

97
98
99

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

102
103
104

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

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

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

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

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

118 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		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	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

215

TRANSACTION PROVISIONS

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

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

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

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

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

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

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

254 **6. APPRAISAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

430 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
431 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
432 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
433 applicable deadline, Buyer has the following options:

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

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

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

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

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

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

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

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

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

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

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

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

475 **9.1.1. Ordering of New ILC or New Survey.** ~~Seller~~ ~~Buyer~~ will order the New ILC or New Survey. The
476 New ILC or New Survey may also be a previous ILC or survey that is in the above required form, certified and updated as of a date
477 after the date of this Contract.

478 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
479 Closing, by: ~~Seller~~ ~~Buyer~~ or:

480
481
482

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

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

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

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

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

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

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

503

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

547 **10.6. Due Diligence.**

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

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

554
555
556
557 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
558 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
559 Buyer on or before ~~Due Diligence Documents Delivery Deadline.~~

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

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

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

567 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
568 of the following:

569 **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
570 Property;

571 **10.6.1.6.2.** Property tax bills for the last _____ years;

572 **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
573 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
574 extent now available;

575 **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

576 **10.6.1.6.5.** Operating statements for the past _____ years;

577 **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

578 **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
579 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

580 **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
581 have been made for the past ____ years;

582 **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
583 not delivered earlier under § 8.3.);

584 **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
585 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
586 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
587 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
588 Seller;

589 **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
590 compliance of the Property with said Act;

591 **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
592 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
593 authorizations, if any; and

594 **10.6.1.6.13.** Other:

595

596

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599

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

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

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

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

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

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

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

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

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

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

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

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

640 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
641 owned by Buyer and commonly known as _____, Buyer has
642 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before ~~Conditional Sale~~
643 ~~Deadline~~ if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
644 receive Buyer's Notice to Terminate on or before ~~Conditional Sale Deadline~~, Buyer waives any Right to Terminate under this
645 provision.

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

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

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

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

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

660 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

680

CLOSING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

774 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on ~~Possession Date at Possession Time,~~
775 ~~subject to the Leases as set forth in § 10.6.1.1.~~ ^{As stated in Elmo & Doyle Neiman Co. (CO) Land Auction Auction Due Diligence Packet Printed: January 27,}
776 ~~If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally~~
777 ~~liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day~~
778 ~~notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered. Additionally, Buyer may~~
779 ~~pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.~~

780

GENERAL PROVISIONS

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

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

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

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

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

815 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
816 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
817 the growing crops.

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

825
826 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
827 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored

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

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

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

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

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

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

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

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

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

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

876 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

924

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

925 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the Colorado Real
926 Estate Commission:

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928
929
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937 **31. OTHER DOCUMENTS.**

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

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940
941
942
943
944
945
946
947

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

948

949

SIGNATURES

950

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

Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

952

953

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

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

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

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

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

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

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

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

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

Broker's Signature Date

Address:

Phone No.:

Fax No.:

Email Address:

954

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Elmo & Doyle Neiman Co. (CO) Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held February 10, 2026, and in accordance with the terms and conditions of this Specific Performance Contract, the Elmo & Doyle Neiman Co. (CO) Land Auction Due Diligence Packet Printed January 27, 2026 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

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

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

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

Title Commitments

- ◆ Parcel #1
- ◆ Parcel #2
- ◆ Parcel #3
- ◆ Parcel #4
- ◆ Parcel #5





SCHEDULE A

Order Number: 806971

1. Effective date: December 8, 2025 at 7:00 A.M.

2. Policy or Policies to be issued:	Amount of Insurance
A. ALTA Owner's Policy	\$TO BE DETERMINED
Proposed Insured:	
TO BE DETERMINED	

B. ALTA Loan Policy	\$
Proposed Insured:	

C.	\$
----	----

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

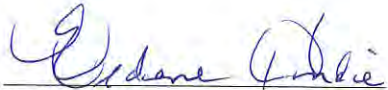
ELMO & DOYLE NEIMAN COMPANY, a Nebraska corporation

4. The land referred to in this commitment is described as follows:

A tract of land in Section 35, Township 6 North, Range 45 West of the 6th P.M., described as follows:

Beginning at the SE corner of said Section 35,
 thence North along the East boundary line of said Section 35 a distance of 3234 feet,
 thence West on a line parallel to the South boundary line of said Section 35 a distance of 3234 feet,
 thence South on a line parallel to the East boundary line of said Section 35 a distance of 3234 feet,
 thence East along the South boundary line of said Section 35 a distance of 3234 feet to the point of beginning,

County of Phillips, State of Colorado.


 Authorized Countersignature

SCHEDULE B - Section 2
Exceptions

Order Number: 806971

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(See Tax Certificate attached)

6. Subject to taxes for the year 2025, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) 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) (c) or (d) are shown by the public records or listed in Schedule B.
8. 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 reservation of right of way for any ditches or canals constructed by the authority of the United States as contained in Patent from UNITED STATES OF AMERICA to JOHN G. BUGHER, dated 3-15-1913, recorded 8-25-1913, Book 33, Page 544, Reception #31848 of the Phillips County, CO records, in SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 35-6-45.
9. 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 reservation of right of way for any ditches or canals constructed by the authority of the United States, and excepting and reserving to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove same, as contained in Patent from UNITED STATES OF AMERICA to CARL E. EICHEL, dated 11-28-1921, recorded 12-23-1921, Book 62, Page 460, Reception #59235 of the Phillips County, CO records, on N $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 35-6-45.


Authorized Countersignature

THE UNITED STATES OF AMERICA,

Mar 22. 1913

To all to Whom these Presents shall come, GREETING:

Sterling 54161 and 57491
Homestead Certificate No. _____

APPLICATION _____

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Sterling Colorado* whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of _____

John C. Pughen has been established and duly consummated, in conformity to law, for the *South east quarter of the North West quarter, the North east quarter of the Southwest quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the South half of the Southeast quarter and the Southeast quarter of the South West quarter of Section thirty five, in Township 64 north of Range forty five West of the 6th principal Meridian, Colorado containing three hundred twenty 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 forever*; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode *and these is returned from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.*

In Testimony Whereof, I, *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 *fourteenth* day of *March*, in the year of our Lord one thousand *nine* hundred and *thirteen*, and of the Independence of the United States the one hundred and *thirty seventh*.

BY THE PRESIDENT: *Woodrow Wilson*
By *M. C. Le Roy* Secretary.

Recorded, Vol. *Patent Number Page 318486*

Filed for Record the *25* day of *Aug* A. D. 189*13*, at *3:15* o'clock *P.*M.

31848
J. C. Hargreaves Recorder
By _____ Deputy.



B. 62
P. 460

59235

No. 59235

HOMESTEAD PATENT—The Out West Printing and Stationery Co., Colorado Springs, Colo. *6

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. _____

APPLICATION

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado,

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

Carl E. Eichel has been established and duly consummated, in conformity to law, for the South west quarter of the south west quarter of

Section Twenty-five, the south east quarter of the south east

quarter of Section Twenty-six and the north half of the

north east quarter and the south east ^{quarter} of the north east quarter

of Section Thirty-five, in Township Six north, of Range

Forty-five West of the Sixth Principal Meridian, Colorado,

Containing Two Hundred 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, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights,

as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the

~~right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.~~ And there is reserved from the lands hereby

granted, a right of way thereon for ditches or canals constructed by the authority of the United States.)

IN TESTIMONY WHEREOF, I, _____ President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty eighth day of November, in the year of our Lord one thousand nine hundred and

Twenty one, and of the Independence of the United States the one hundred and Forty sixth

By the President: Warren G. Harding
Patent number 834704
Recorded, Colorado Vol. _____

By Viola P. Pugh Secretary.



M. P. Le Roy

Recorder of the General Land Office.

Filed for Record the 23rd day of December A. D. 1921, at 3:15 o'clock P. M.

Rex C. Evans Recorder.

By _____ Deputy.

Excepting and reserving, however, to the United States all the coal and other minerals in the lands so patented, and patented, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1914 (39 Stat. 712).

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21370
Issuing Office File Number: 21370
Property Address: Agricultural Land
Revision Number:



1. Commitment Date: December 15, 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:

Elmo and Doyle Neiman Company, a Nebraska corporation

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATE	\$15.00
COPIES	\$7.00
SEARCH FEE	\$100.00
TOTAL	\$622.00

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. 21370

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 46 WEST OF THE 6TH P.M.

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

SUBJECT TO County Road V along the East side and
County Road 59 along the South 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. 21370

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.: 21370

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 14 at Page 195, Yuma County, Colorado records.
11. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.

(continued on next page)

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. 21370

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

Page 1 of 2



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

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Rights of the Public in and to the use of County Road 59 and County Road V.
13. All of the oil, gas and other minerals in and under and that may be produced from the SE $\frac{1}{4}$ Section 2, Township 5 North, Range 46 West of the 6th P.M., as conveyed to Jon L. Neiman, Marjorie L. Burtch, Velma M. Solomon, and Doyle E. Neiman in Mineral Deed dated December 3, 1976, recorded February 9, 1977 in Book 510 at Page 392, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Irrigation Power Contract between Elmo and Doyle Neiman Co. (Corporation), owner, and Highline Electric Association providing for the purchase of and payment for electric energy to be used on the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 2, Township 5 North, Range 46 West of the 6th P.M., dated December 16, 1982, recorded April 16, 1987 in Book 644 at Page 354, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** This Exception will be removed after Requirement 8 is met.
15. An undivided $\frac{1}{4}$ of all oil, gas and other minerals owned by Beulah M. Neiman, as Personal Representative of the Estate of Doyle E. Neiman, deceased, in the SE $\frac{1}{4}$ Section 2, Township 5 North, Range 46 West of the 6th P.M., as conveyed to Beulah M. Neiman in Personal Representative's Deed dated February 13, 1987, recorded April 21, 1987 in Book 644 at Page 505, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Any and all oil, gas, and other mineral rights that are attached to the SE $\frac{1}{4}$ Section 2, Township 5 North, Range 46 West of the 6th P.M., as conveyed to JEND Limited LLC in Quit Claim Deed dated February 20, 2009, recorded March 13, 2009 as Reception #00541437, Yuma County, Colorado records. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and Elmo and Doyle Neiman Company, a Nebraska corporation, Seller.

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File No. 21370

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

Page 2 of 2



LEGAL DESCRIPTION

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

TOWNSHIP 5 NORTH, RANGE 46 WEST OF THE 6TH P.M.

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

SUBJECT TO County Road V along the East side and
County Road 59 along the South side of said Section 2;

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 9776

To all to Whom these Presents shall come, Greeting:

Whereas, Henry D. Evans of Logan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said Henry D. Evans

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

South East quarter of Section Two, in Township Three North, of Range Forty Six 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

Henry D. Evans

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

Henry D. Evans

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

Henry D. Evans

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

In Testimony Whereof, I, Jefferson 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 fifth day of March in the year of our Lord one thousand eight hundred and Ninety One and of the independence of the United States the one hundred and nineteenth

BY THE PRESIDENT: Benjamin Harrison By Ellen M. Woodward, Secy. Secretary.

Recorded, Vol. 17, Page 496 J. M. Townsend Recorder of the General Land Office.

Filed for Record the 11th day of August A. D. 1891, at 9 o'clock A. M.

By B. W. Jeff Recorder Deputy.

Oct. 16, 1975 2:00

396400

BOOK 499 PAGE 156

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

Wray, Colorado
July 5, 1910

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

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

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

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County 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 Yuma:

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

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

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

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

119 A CERTIFICATE OF COPY OF RECORD--Out. West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,)
 County of YUMA) ss.
 I, Margie Eyestone, Deputy County Clerk
 and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a
 full, true and correct COPY of Proceedings of the Board
 of found in Book 3 Pages 65-66
 as the same appears upon the records of my office.

Given under my hand and official seal, this 16th day
 of October A. D. 19 75, at 9:00 o'clock A. M.

Margie Eyestone, Deputy
 COUNTY CLERK AND RECORDER

STATE OF COLORADO
 COUNTY OF YUMA
 I hereby certify that the instrument was
 for record in my office at 9:00 o'clock
 October 16 19 75
 of my office Book 499 Page No. 156A
 of my office

By *Margie Eyestone* Recorder
 Deputy

Fees \$ 2.00 pd

396190
 ORDER
 BOARD OF YUMA COUNTY COMMISSIONERS
 TO
 THE PUBLIC

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Elmo & Doyle Neiman Company,
a corporation,

of _____ hereinafter called Grantor, (whether one or more) for and in
consideration of the sum of One and No/100 Dollars (\$1.00)

cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es
hereby grant, bargain, sell, convey, transfer, assign and deliver unto Jon L. Neiman, Marjorie L. Burch,
and Valma M. Solomon, and Doyle E. Neiman, hereinafter

called Grantee (whether one or more) EACH an undivided one-fourth interest in
and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in
Yuma and Phillips Counties, Color State of Colorado, to-wit:

Southeast Quarter, of Section Two, TOWNSHIP FIVE, NORTH, RANGE FORTY-SIX,
WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN YUMA COUNTY, COLORADO;
AND,
Northeast Quarter, and Southeast Quarter, of Section Thirty-four, TOWNSHIP
SIX, NORTH, RANGE FORTY-SIX, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN
PHILLIPS COUNTY, COLORADO,

containing _____ acres, more or less, together with the right of ingress and egress at all times for the purpose of
mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting
and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease
of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted
undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar
as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the
making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors
therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein
granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any
mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights
of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and ap-
purtenances thereunto or in any wise belonging to the said Grantee herein their heirs, successors, personal represen-
tatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee s, their
heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend
all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representa-
tives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS its hand this 3rd day of December 19 76.

ELMO & DOYLE NEIMAN COMPANY, a
corporation
Doyle E. Neiman

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____ }

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, ~~1976~~, personally appeared Doyle E. Neiman
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

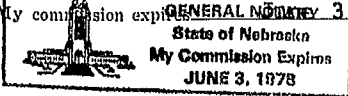
My commission expires _____ Notary Public

STATE OF Nebraska } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF Red Willow }

Be it remembered that on this 3rd day of December, 19 76, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came Doyle E. Neiman
president of Elmo & Doyle Neiman Company,

a corporation of the State of Nebraska, personally known to me to be such officer, and to be
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-
knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires GENERAL NOV 3, 1978
James M. West
Notary Public



C ✓

Recorded Apr 16, 1987 at 8:30 O'Clock A.M.

Reception 445041 Margie Eyestone, Recorder **HIGHLINE ELECTRIC ASSOCIATION**
Holyoke, Colorado
Irrigation Power Contract

BOOK **644** PAGE **354**

THIS AGREEMENT, made and entered into this 16th day of December 19 82, by and between Highline Electric Association, hereinafter referred to as the "Association" and, Name: Elmo and Doyle Neiman Co. (Corporation) hereinafter referred to as the "Owner", Address: Box 122, Paoli, Colorado 80746

WITNESSETH: That at such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises:
SE 1/4 of SE 1/4 of Sec. 02 Twp. 05 Range 46 County of Yuma State of Colorado

Nameplate Horsepower: 100 Voltage _____ Single Phase _____ Three Phase X Billing HP 100+15=115
The charges for this service and the rules and regulations governing the same shall be as provided in the general rules and regulations of the Association now filed with the Public Utilities Commission of the State of Colorado or such charges, rules and regulations as may hereafter be adopted by the Association and duly filed with said Public Utilities Commission.

ANNUAL MINIMUM CHARGE: Except where the line extension policy results in a higher minimum for the first five years, the minimum shall be based on the billing horsepower at the rate filed with the Colorado Public Utilities Commission.

DETERMINATION OF BILLING HORSEPOWER: The billing horsepower will be the total of the manufacturer's nameplate ratings of horsepower output, except that the owner may elect to make written request for and prepay the Association's estimated cost of making a test of the horsepower input and the billing horsepower thereafter shall be the actual measured horsepower input to the motor under stabilized and normal operating conditions, regardless of whether this tested horsepower input is greater or less than the nameplate horsepower output. In no event will billing horsepower be less than 7 1/2 HP for single phase service or 15 HP for three phase service.

RENTAL CHARGE: After the first five years, if the owner receiving service under an irrigation contract shall give notice to the Association on or before the February 1st prior to the irrigation season that he desires to have the Association facilities remain, but he does not intend to use any electricity, the rental charge for leaving the facilities in place shall be one half of the normal minimum under contract then in force. The contract shall remain in full force and effect if notice is not given on or before the February 1st, prior to the irrigation season, and the full contract minimum shall be paid by the consumer.

PAYMENT: Owner agrees to pay billing within ten days from the first day of the month following the month in which the meter is read. If the owner, during the preceding year was delinquent in payment of the power bill for this service as of December 31 of said year the Association may require him to pay in the following year the amount of said delinquency plus a payment in advance of the full minimum for the current year before service is connected.

The owner further agrees that he alone shall be responsible for payment of all charges for this service and that the Association will not set up any billing or ledger account in connection therewith in any name but the owner's.

The owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation.

In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien thereunder, the owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

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

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

UNDERGROUND SERVICE: If the owner will be using self propelled watering equipment that could not function if poles were located in the field, the Association will install, and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter.

TERM AND CANCELLATION: The initial term of this Agreement shall be for five consecutive irrigation seasons following the date hereof regardless of whether or not the service is used, and shall be deemed to extend automatically for subsequent seasons unless the owner shall have given written notice to the Association by the preceding February 1, of his unwillingness to pay either the service charge or the rental charge for any season.

Following the giving of written notice by the owner to the Association, as provided above, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a new initial term of five years. Following cancellation of this contract in the manner described above, the Association may remove the facilities needed to serve the irrigation well without further notice to the owner of its intention so to do. If the line is retired and the same owner requests reinstallation of this line, he will be required to prepay twice the estimated reinstallation costs less material.

All previous irrigation contracts pertaining to this particular well location between the Association and owner are hereby terminated and cancelled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures in duplicate as of _____ 19____

X [Signature]
Signature of Owner

HIGHLINE ELECTRIC ASSOCIATION
By: [Signature]
Manager

BY: X [Signature]
Signature of witness (not a relative)

Office Use Only
Account No. 0525601
J.O. No. 1400D
Formerly Doyle E. Neiman 0525504
Prepayment _____

Recorded April 21, 1987 at 8:30 A M

Reception 445130 Margie Evestone, Recorder

PERSONAL REPRESENTATIVE'S DEED

(Mineral Conveyance)

THIS DEED is made by Beulah M. Neiman, as Personal Representative of the Estate of Doyle E. Neiman, deceased, Grantor, to Beulah M. Neiman, Grantee, whose address is HC 61, Box 39, Holyoke, Colorado.

WHEREAS, the above-named decedent in his lifetime made and executed his Last Will and Testament dated July 7, 1982, which Will was duly admitted to informal probate on November 10, 1982, by the District Court in and for the County of Logan, and State of Colorado, Probate No. 82 PR 67.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on November 10, 1982, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee, as the person entitled to distribution of the property under the above captioned Will, the following described mineral interest situate in the County of Yuma, State of Colorado:

An undivided one-fourth (1/4) of all oil, gas and other minerals owned by the above named decedent in:

The Southeast Quarter (SE 1/4) of Section Two (2), Township Five (5) North, Range Forty-six (46) West of the 6th P.M., Yuma County, Colorado.

With all appurtenances, free and clear of liens and encumbrances.

As used herein, the singular includes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed February 13th, 1987.

Beulah M. Neiman
Beulah M. Neiman, as Personal Representative of the Estate of Doyle E. Neiman, Deceased

STATE OF COLORADO)
) ss.
County of Logan)

The foregoing instrument was acknowledged before me this 13th day of February, 1987, by Beulah M. Neiman, as Personal Representative of the Estate of Doyle E. Neiman, Deceased.

WITNESS my hand and official seal.

My Commission expires: February 1, 1991.



Audrey E Grekel
Notary Public

APR 21 1987
O DOLS O O CTS

LES
QUIT CLAIM DEED

THIS DEED, made this 20 day of Feb, 2009, between ELMO & DOYLE NEIMAN COMPANY, a Nebraska Corporation, Grantor, and JEND LIMITED LLC, whose legal address is P.O. Box 133, Sedona, of the County of Coconino, State of Arizona, Grantee,

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, conveyed and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of YUMA and State of Colorado, described as follows:

ANY AND ALL OIL, GAS, AND OTHER MINERAL RIGHTS THAT ARE ATTACHED TO THE FOLLOWING PROPERTY AND IN WHICH ELMO & DOYLE NEIMAN COMPANY HAS A VALID INTEREST:

The Southeast Quarter (1/4) of Section Two (2), Township Five (5) North of Range Forty-Six (46) West of the Sixth P.M.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date set forth above.

Judy Neiman-Sander
JUDY NEIMAN-SANDER, Secretary

STATE OF ARIZONA)
COUNTY OF Yavapai) ss.

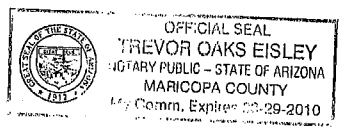
The foregoing Quit Claim Deed was acknowledged before me this 20 day of February, 2009, by JUDY NEIMAN-SANDER, as Secretary of ELMO & DOYLE NEIMAN COMPANY, a Nebraska Corporation.

Witness my hand and official seal.

My commission expires: 29 March 2010

Trevor Oaks Eisley
Notary Public

Address: 2201 W Hwy 89 A
Sedona, AZ 86336



Once Recorded, Return to
Brian E. Onorato
Katz Look & Moison PC
1120 Lincoln St., Ste. 1100
Denver CO 80203

Send Tax Statements to
JEND Limited, LLC
c/o Judy Neiman-Sander
P.O. Box 133
Sedona, AZ 86339

RECORDED
INDEXED
MAR 13 2009
YUMA COUNTY RECORDER



SCHEDULE A

Order Number: 806972

1. Effective date: December 8, 2025 at 7:00 A.M.

2. Policy or Policies to be issued:

Amount of Insurance

A. ALTA Owner's Policy

\$TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

B. ALTA Loan Policy

\$

Proposed Insured:

C.

\$

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

ELMO & DOYLE NEIMAN COMPANY, a Nebraska corporation

4. The land referred to in this commitment is described as follows:

Township 6 North, Range 46 West of the 6th P.M.

Section 34: SE¼,

County of Phillips, State of Colorado.


Authorized Countersignature

SCHEDULE B - Section 2
Exceptions

Order Number: 806972

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(See Tax Certificate attached)

6. Subject to taxes for the year 2025, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) 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) (c) or (d) are shown by the public records or listed in Schedule B.
8. 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to HENRY G. WARREN, dated 11-1-1890, recorded 9-26-1892, Book 32, Page 108, Reception #5777 of the Phillips County, CO records, on SE¼ 34-6-46.
9. Mineral Deed from ELMO & DOYLE NEIMAN COMPANY, a corporation, to JON L. NEIMAN, MARJORIE L. BURTCH, VELMA M. SOLOMON & DOYLE E. NEIMAN, dated 12-3-1976, recorded 2-1-1977, Book 213, Page 586, Reception #178719 of the Phillips County, CO records, each a 1/4th interest in and to all of the oil, gas and other minerals in and under said property.
(The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.)


Authorized Countersignature

B. 32
P. 108

5777

THE UNITED STATES OF AMERICA,

Certificate No. 4643

To all to Whom these Presents shall come, GREETING:

Whereas, Henry S. Harrison of Phillips County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said Henry S. Harrison

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South East Quarter of Section Thirty four in Township six North of Range forty six 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 Henry S. Harrison

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 Henry S. Harrison and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Henry S. Harrison and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

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

Given under my hand, at the City of Washington, the first day of December, in the year of our Lord one thousand eight hundred and ninety, and of the Independence of the United States the one hundred and fourth

BY THE PRESIDENT: Benjamin Harrison
By Ellis W. Loring Secretary.



Recorded, Vol. 13 Page 464
J. A. Fernwell Recorder of the General Land Office.

Filed for Record the 26 day of Sept A. D. 1892, at 2 o'clock P. M.

Ms 5777

By Ed. Dean Deputy.

Book 213
Page 576

Oil-Conservation Bureau
County Association
Approved Form Revised

State of Colorado
Filed for Record the 1st day of February 77 at 3:00 P.M.
No. 178219

AMERICAN BANK NOTE CO.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT **Elmo & Doyle Neiman Company,**
a corporation,

of _____ hereinafter called Grantor, (whether one or more) for and in
consideration of the sum of **One and No/100** Dollars (\$ **1.00**)
cash in hand paid and other good and valuable considerations the receipt of which is hereby acknowledged, do **es**
hereby grant, bargain, sell, convey, transfer, assign and deliver unto **Jon L. Neiman, Marjorie L. Burtch,
and Valma N. Solomon, and Doyle & E. Neiman** hereinafter
called Grantee (whether one or more) **EACH** an undivided **one-fourth** interest in
and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in

Yuma and Phillips Counties State of **Colorado,**
**Southeast Quarter, of Section Two, TOWNSHIP FIVE, NORTH, RANGE FORTY-SIX,
WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN YUMA COUNTY, COLORADO;
AND,
Northeast Quarter, and Southeast Quarter, of Section Thirty-four, TOWNSHIP
SIX, NORTH, RANGE FORTY-SIX, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN
PHILLIPS COUNTY, COLORADO,**

containing _____ acres more or less, together with the right of ingress and egress at all times for the purpose of
mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transport-
ing and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing in any leases or assigns under any valid and subsisting oil and gas lease
of record heretofore executed, it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted
interest in and to the above described lands from and after the date hereof, precisely as if the Grantee herein had been at the date of the
making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors
therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein
granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any
mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights
of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and ap-
purtenances thereto or in any wise belonging to the said Grantor herein **their** heirs, successors, personal represen-
tatives, administrators, executors, and assigns forever, and Grantor do **es** hereby warrant said title to Grantee **S, their**
heirs, executors, administrators, personal representatives, successors and assigns forever and do **es** hereby agree to defend
all and singular the said property unto the said Grantee herein **their** heirs, successors, executors, personal representa-
tives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS **its** hand this **3rd** day of **December** 19**76**.

ELMO & DOYLE NEIMAN COMPANY, a
corporation

February 1, 1977
E. Neiman

Doyle E. Neiman

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL
Before me, _____ a Notary Public, with and for said County and State, on this _____ day of _____, 19**76**, personally appeared **Doyle E. Neiman**
and _____

to me personally known to be the individual person who executed the within and foregoing instrument and acknowledged to me
that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year last above written.
My commission expires _____ Notary Public

STATE OF **Nebraska** COUNTY OF **Red Willow**
ACKNOWLEDGMENT FOR CORPORATION
Be it remembered that on this **3rd** day of **December** 19**76**, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came **Doyle E. Neiman**
president of **Elmo & Doyle Neiman Company,**
a corporation of the State of **Nebraska**

personally known to me to be such officer, and to be
the same person who executed the foregoing instrument of writing on behalf of said corporation and he duly ac-
knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day and year last above written.
My commission expires _____ Notary Public



SCHEDULE A



Order Number: 806973

1. Effective date: December 8, 2025 at 7:00 A.M.

2. Policy or Policies to be issued: Amount of Insurance

A. ALTA Owner's Policy \$TO BE DETERMINED

Proposed Insured:
TO BE DETERMINED

B. ALTA Loan Policy \$

Proposed Insured:

C. \$

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

ELMO & DOYLE NEIMAN COMPANY, a Nebraska corporation

4. The land referred to in this commitment is described as follows:

Township 6 North, Range 46 West of the 6th P.M.

Section 34: NE¼,

County of Phillips, State of Colorado.

Authorized Countersignature

SCHEDULE B - Section 2
Exceptions

Order Number: 806973

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(See Tax Certificate attached)

6. Subject to taxes for the year 2025, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) 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) (c) or (d) are shown by the public records or listed in Schedule B.
8. 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to FRANK O. STEVENS, dated 3-30-1891, recorded 1-12-1918, Book 75, Page 144, Reception #42299 of the Phillips County, CO records, on the NE¼ 34-6-46.
9. Mineral Deed from ELMO & DOYLE NEIMAN COMPANY, a corporation, to JON L. NEIMAN, MARJORIE L. BURTCH, VELMA M. SOLOMON & DOYLE E. NEIMAN, dated 12-3-1976, recorded 2-1-1977, Book 213, Page 586, Reception #178719 of the Phillips County, CO records, each a 1/4th interest in and to all of the oil, gas and other minerals in and under said property.
(The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.)


Authorized Countersignature

B 75
P 144

42299

THE UNITED STATES OF AMERICA.

Certificate No. 2387

To all to Whom these Presents shall come, GREETING:

Whereas, *Frank O Stevens of Logan County, Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Nezces, Colorado* whereby it appears that full payment has been made by the said *Frank O Stevens*

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 East Quarter of Section Thirtieth Range, in Township Six North & Range Six 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 *Frank O Stevens*

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 *Frank O Stevens* and to his heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, therunto belonging, unto the said *Frank O Stevens* and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; ~~and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States~~

IN TESTIMONY WHEREOF, I,

Benjamin Harrison

President of the

United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the *thirtieth* day of *March*, in the year of our Lord one thousand *eight* hundred and *ninety-one*, and of the Independence of the United States the one hundred and *fifteenth*

By the President

Benjamin Harrison

By *Ellen Macfarland*, Secretary

J.M. Townsend

Recorder of the General Land Office

Recorded, *18* of *18* Page *346*

Filed for Record the *12*

day of *January* A. D. 18*91* at *2* o'clock P. M.

By *R.W. Cowan*, Deputy Recorder

Book 213
Page 576
Missouri State
County Association
Approved Form 100-2

State of Colorado, County of _____
Filed for Record the _____ day of February 27, 1978, at _____ P.M.
No. 178219 _____
Max Tomich, Clerk

Ames Book Print Co.
Notary Public

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT **Elmo & Doyle Neiman Company,**

a corporation,

of _____ hereinafter called Grantor, (whether one or more) for and in consideration of the sum of **One and No/100** Dollars (\$1.00) cash in hand paid and other good and valuable considerations the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto **Jon L. Neiman, Marjorie L. Burtch, and Velma N. Solomon, and Doyle & E. Neiman** hereinafter called Grantee (whether one or more) **EACH** an undivided **one-fourth** interest in

and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in **Yuma and Phillips Counties** State of **Colorado,**
Southeast Quarter, of Section Two, TOWNSHIP FIVE, NORTH, RANGE FORTY-SIX, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN YUMA COUNTY, COLORADO;
AND,
Northeast Quarter, and Southeast Quarter, of Section Thirty-four, TOWNSHIP SIX, NORTH, RANGE FORTY-SIX, WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN PHILLIPS COUNTY, COLORADO,

containing _____ acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing in any leases or assignments under any valid and subsisting oil and gas lease of record hereinafter executed, it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to the above described lands, together with the right to mine and produce therefrom, under the terms of said lease insofar as it covers the above described land from and after the date hereof, provided that the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereto or in any wise belonging to the said Grantee herein **their** heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee **S,** **their** heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein **their** heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS **its** hand this **3rd** day of **December** 19**76.**

ELMO & DOYLE NEIMAN COMPANY, a corporation

*February 1, 1977
E. Neiman*

Doyle E. Neiman

STATE OF _____ COUNTY OF _____

do hereby certify that the within and foregoing instrument and acknowledged to me that _____ personally appeared **Max Tomich** and acknowledged to me that _____

to me personally known to be the individual person who executed the within and foregoing instrument and acknowledged to me that _____ IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public

STATE OF **Nebraska** COUNTY OF **Red Willow** ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this **3rd** day of **December**, 19**76**, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came **Doyle E. Neiman** president of **Elmo & Doyle Neiman Company,**

a corporation of the State of **Nebraska** personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on the day and year last above written.

My commission expires **GENERAL ORDER 3, 1978** State of **Nebraska** Notary Public





SCHEDULE A

Order Number: 806974

1. Effective date: December 8, 2025 at 7:00 A.M.

2. Policy or Policies to be issued:	Amount of Insurance
A. ALTA Owner's Policy	\$TO BE DETERMINED

Proposed Insured:
TO BE DETERMINED

B. ALTA Loan Policy	\$
Proposed Insured:	

C.	\$
----	----

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:


ELMO DOYLENEIMAN COMPANY, a Nebraska corporation qualified to do business in the State of Colorado

4. The land referred to in this commitment is described as follows:

Township 6 North, Range 46 West of the 6th P.M.

Section 35: SW¼,

County of Phillips, State of Colorado.


Authorized Countersignature

SCHEDULE B - Section 2
Exceptions

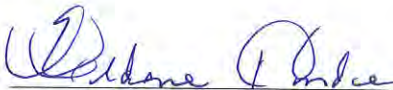
Order Number: 806974

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(See Tax Certificate attached)

6. Subject to taxes for the year 2025, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) 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) (c) or (d) are shown by the public records or listed in Schedule B.
8. 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to IRA STONER, dated 8-5-1890, recorded 3-17-1892, Book 32, Page 67, Reception #-- of the Phillips County, CO record, on SW¼ 35-6-46.
9. Right-of-Way Grant, from MURRELL STONER to KANSAS NEBRASKA NATURAL GAS COMPANY, INC., dated 8-16-1977, recorded 9-23-1977, Book 216, Page 284, Reception #180470 of the Phillips County, CO records, a right of way and easement to convey, construct, install, maintain, renew, repair, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products, or any substance which can be transported by pipe line, in, on, over, across, upon and through said SW¼ 35-6-46, and any and all assignments thereof or interests therein.
10. Right-of-Way Grant, from ROY BUSHMAN and GLADYS BUSHMAN to KANSAS NEBRASKA NATURAL GAS COMPANY, INC., dated 8-19-1977, recorded 9-23-1977, Book 216, Page 285, Reception #180471 of the Phillips County, CO records, a right of way and easement to convey, construct, install, maintain, renew, repair, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products, or any substance which can be transported by pipe line, in, on, over, across, upon and through said SW¼ 35-6-46, and any and all assignments thereof or interests therein.



Authorized Countersignature

THE UNITED STATES OF AMERICA,

Certificate No. ⁵ 6158

To all to Whom these Presents shall come, GREETING:

Whereas, *Ira Stoner* of *Logan County* *Colorado*

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

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for *the South West Quarter of Section thirty five in Township Six North of Range Forty six 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 *Ira Stoner*

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 *Ira Stoner*

and to *his* heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Ira Stoner*

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

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

Given under my hand, at the City of Washington, the *fifth* day of *August*, in the year of our Lord one thousand eight hundred and *ninty*, and of the Independence of the United States the one hundred and *fifteenth*



BY THE PRESIDENT: *Benjamin Harrison*
By *M. M. Keane* Secretary.

A. R. Connell Recorder of the General Land Office.
ad iudicium

Recorded, Vol. *12* Page *84*

Filed for Record the *17* day of *March* A. D. 189*7*, at *1* o'clock *P.M.*

S. H. Rogers Recorder

By *C. R. Seard* Deputy.

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RIGHT-OF-WAY GRANT

Know All Men by these Presents: that the Murrell Stoner, a single man

for the undivided three-fourths (3/4) interest

of the County of Burbon and State of Kansas for and in consideration of the sum of

Two Dollars (\$2.00) per linear rod, receipt of Five Dollars of which consideration is hereby acknowledged, the balance to be paid after the completion of any pipe line constructed hereunder, I hereby GRANT, CONVEY and ASSIGN unto Kansas-Nebreska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns their inalterably called "Grantors" the RIGHT-OF-WAY and EASEMENT to survey, construct, install, maintain, renew, repair, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products, or any other substance which can be transported by pipe line, or any thereof, in, on, over, under, upon and through the following described lands situated in the County of Phillips and State of Colorado

The Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Six (6) North, Range Forty-six (46) West of the 6th P.M.

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

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil, to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns of an additional sum of \$2.00 per linear rod for each such additional line.

(3) It is agreed by Grantors that the payment of consideration due under the foregoing shall be made priority to Grantors and any other claims of record at the time of such payment hereon.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 16th day of August, 1977.

In presence of

Murrell Stoner
Murrell Stoner

180470

STATE OF KANSAS

COUNTY OF BURBON

BE IT REMEMBERED that on this 16th day of August, 1977, before me, a notary public, in and for the county and state aforesaid, personally appeared the above named Murrell Stoner, a single man who (and) personally known to me and whose true identity is recorded in foregoing instrument and such person duly acknowledged the execution of the same and authorized said instrument to be attested by me and bear

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the 16th day of August, 1977.

My commission expires February 4, 1980



(Wm. Richard Hite) Notary Public

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Mary Ellen
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RIGHT-OF-WAY GRANT

Know All Men by these Presents that the Grantors Roy Bushman and Gladys Bushman

for the undivided one-fourth (1/4) interest

of the County of Henry and State of Missouri for and in consideration of the sum of

Two Dollars (\$2.00) per linear foot, receipt of Five Dollars of which consideration is hereby acknowledged, the balance to be paid after the completion of the pipe line constructed hereunder, do hereby GRANT, CONFIRM and CONFIRM our Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns hereinafter collectively called Grantee, the RIGHT-OF-WAY and EASEMENT to survey, construct, install, maintain, renew, repair, replace and operate pipe lines and appurtenances therefor for the transportation of gas, gasoline, oil, petroleum products, or any other substance which can be transported by pipe line, or any thereof, in, over, under, upon and through the following described lands situated in the County of Phillips and State of Colorado

The Southwest Quarter (SW¹/₄) of Section Thirty-five (35), Township Six (6) North, Range Forty-six (46) West of the 6th P.M.

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

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil, to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee, any such damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns of an additional sum of \$2.00 per linear foot for each such additional line.

(3) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantee and its mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 19th day of August, 1977.

In presence of:

Roy Bushman

Gladys Bushman

STATE OF MISSOURI
COUNTY OF HENRY

WE, THE UNDERSIGNED, Notary Public in and for the State of Missouri, do hereby certify that on this 19th day of August, 1977, before me, the undersigned, personally appeared Roy Bushman and Gladys Bushman, who (are) (is) personally known to me and known to me to be the same person(s) who executed the foregoing instrument and who acknowledged the execution of the same and acknowledged said instrument to be (their) (his) voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.
My commission expires August 15, 1979
Emmett Montgomery
Notary Public

Form 305

180471
Sept. 23rd 1977
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Missouri State Records
Missouri State Records

W.O. 5379 Sub 2

180471



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