STERLING FARM & FEEDLOT AUCTION — TITLE EXCEPTIONS

November 19, 2024

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

THE UNITED STATES OF AMERICA, Innter culture Certificate 70504

application 12332

To all	to Whom these Presents shall come, GREETING:
Whereas, I luc	what been definited in the Isoneral land Office of the
much with a co	regular of the register of the land office at Atril
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and the state of t	The contract of the same of the contract of the same of
	rev of Section thirteen in Township nine north of lest of the Rivel Trincipal Meridian in colorado
containing one.	bundred and senty acres
and consequently the state of the	
ing the control of t The control of the control of	
according to the Official Pl	at of the Survey of the said Land, returned to the General Land Office by the
Surveyor General:	o s, and Land, recorded to the General Land Office by the
and the control of th	
Now Know Ye, Th	at there is, therefore, granted by the UNITED STATES unto the said
George W m= C	the tract of land above described:
To Have and to Hold the s	aid tract of Land, with the appurtenances thereof, unto the said
George W. In	and to Line heirs and assigns forever; subject
to any vested and accrued t	vater rights for mining, agricultural, manufacturing or other purposes, and rights
to ditches and reservoirs us	sed in connection with such water rights, as may be recognized and acknowledged
by the local customs, laws an	d decisions of Courts, and also subject to the right of the proprietor of a vein or lode
	ore therefrom, should the same be found to penetrate or intersect the premises
hereby granted, as provided	
In Tostimony Wh	
	ereof, I, Theodox Prosecuelt 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 englitueth
STATE OF THE PARTY	day of Ostobers, in the year of our Lord one thousand eight
S GENERAL	hundred and one, and of the Independence of the United
(SELATI)	States the one hundred and twenty sixla
787	BY THE PRESIDENT: I Prosecuelt
AND OFFICE	By F.M. M. Lean Secretary.
Recorded, Vol. 140 Pa	Recorder of the General Land Office.
Filed for Record the	9 day of Jane A. D. 1806 at 450 o'clock M. Ella L. Crissmand Go block Demuty
	Ella L Crissmand
	By Too Collection

THE UNITED STATES OF AMERICA.

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Certificate No		ju Line in the second s			
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	General Land Office of				
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	isions of the Act of Cons				
	the Public Lands," and				
The twee in Township least of the	t Half of the In Nine Morth South East D Morth of Ra Veredian in three acres	South wer to of Range marter of	t Duarte of Section	of Section of West on thirteen	n Eigletten. no the East in Town
Dincillal M	Months of Ma	Coloral	y vice, a	ing one	hundred
and Livety.	three acres i	and fifty	lumbrede	he of an i	icre
				to the second of	The second secon
according to the Offici	al Plat of the Survey of	the said Lands	returned to the G	eneval Land Offici	e hu the Surneyor
	Tract ha & been purch				
	Georg	et W.McClo	ua.		
NOW KNOW	YE, That the United St				
	of Congress in such case				
	to the said Les				
J.	eirs, the said Tract ab	/			
	, immunities and appr	urtenances, of wh	atsoever nature, i	thereunto belongin	g, unto the said
		re WM Ch	un		
cultural, manufactur water rights as may also subject to the rig same be found to pe from the lands herel United States.	heirs and assigns forevering or other purposes, be recognized and acknight of the proprietor of a netrate or intersect the by granted, a right of we	r; subject to any and rights to di nowledged by the vein or lode to premises hereby ay thereon for di	vested and accruditches and reserved local customs, le extract and remegranted, as provided to the sor canals extracts or canals extensions.	ed water rights foirs used in conn aws and decisions ove his ore thereptided by law; and onstructed by the	or mining, agricection with such s of Courts; and from, should the there is reserved authority of the
IN TESTIMON	VY WHEREOF, I,	ung amini.	Harrison.	President of t	he United States
of America, have cause	ed these letters to be mad GIVEN unde				100
TED STA	day of	Lamanasas	o cuy of washing	zion, incsex.zeese ar of our Lord on	extle e thousand nine
(25) A (20)	hundked	and Minety	two, and	of the Independen	
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LAN		Names of the state	By Ce Macfan	land and	Secretary.
Recorded, Colorado V	ol. 2 Q , Page !	1 Nobest	R.	ecorder of the Gen	eral Land Office.
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Filed for Record th	heI day		A. D Sublished L. C. W.		o'clock⊄M.
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			By we are the contract of t	· 医克尔克氏 医克尔克氏 医克尔克氏 医克尔克氏 医克尔克氏 医克尔克氏 医皮肤	Denutu
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Sterling 01986 6

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of	f the Land Office at Stenling, Colonalo, has been
deposited in the General Land Office, whereby it a	ppears that, pursuant to the Act of Congress of May 20, 1862, "To Secure n," and the acts supplemental thereto, the claim of
Edward Thomas Edi	
formity to law, for the	
Southeast quarter	of the southwest quarter of
Section thirteen and:	the northeast quarter of the
and the control of th	A STAN AND AND AND AND AND AND AND AND AND A
northwest quarter of &	ection twenty- Jour in Lownship
	lifty-three west of the Sixth
Principal Miridian,	Colorado, containing eighty acres
andre en servicio de la companya de La companya de la companya del companya del companya de la companya del la companya de la companya del la companya de la companya del la companya	and an analysis of the converse the state of the control of the co
Now Know Ye, That there is, therefore grant described; To Have and to Hold the said tract of L heirs and assigns of the said claimantforever; subjfacturing, or other purposes, and rights to ditches and	Land, returned to the General Land Office by the Surveyor-General: ed by the United States unto the said claimantthe tract of Land above and, with the appurtenances thereof, unto the said claimantand to the ect to any vested and accrued water rights for mining, agricultural, manu- d reservoirs used in connection with such water rights, as may be recognized isions of Courts; and there is reserved from the lands hereby granted, a right ne authority of the United States.
America, have caused these letters to be made patent of Columbia Given Under my hand, at the City of Washing of our Lord one thousand nine hundred and Turne and Sorty think	President of the United States of and the Seal of the General Land Office to be hereunto affixed. Ston, the Seal of the General Land Office to be hereunto affixed. It was an and of the Independence of the United States the one hundred By THE PRESIDENT: By P. L. Poy Secretary. A. G. Laman Recorder of the General Land Office.
Recorded: Patent No6	284985
Filed for Record theday of	
	July A. D. 19 19 at 210 o'clock P M
	July A. D. 19_19, at _210 o'clock T. M.
	July A. D. 19-19, at 210 o'clock T. M. Marel E. Whiteley RECORDER. By B. J. Ragaty DEPUTY.

THE UNITED STATES OF AMERICA.

Que 4-1921 Sterling 018777

	 A. W. C. C. C. C. A. A. A. S. C. C. C. 			iall come, GREF		
WHEREAS, A	Certificate of the	Register of the	Land Office a	Sterling	C COCCCC	, has been
			5.8			20, 1862, "To Secure
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formity to law, for the	nest half	of the so	rtheast g	quarter of	Dection	therteen
and the no	rth half of	the nor	theast g	marter of	Dection.	tiventy four
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according to the Offici	al Plat of the Surv	vey of the said J	Land, returned	to the GENERAL L	and Office by the	e Surveyor-General:
lescribed: To HAVE	ND TO HOLD the	nerefore, grante	u by the Unite	od States unto the	said claimantth	e tract of Land above
neirs and assigns of the	ne said claimant	forever: subject	to any vested	and accrued water	r rights for minin	claimantand to the g, agricultural, manu-
acturing, or other pur	poses, and rights t	to ditches and r	eservoirs used	in connection with	such water rights	as may be recognized
and acknowledged by	the local customs	, laws, and deci	sions of Court	s; and there is rese	erved from the lar	nds hereby granted, a
ight of way thereon f	or ditches or canal	ls constructed b	by the authorit	y of the United Sta	ates.	
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e i servici e a aprili a con e						
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America, have caused	The second secon				President	of the United States of
Given Under m	v hand, at the Cit	v of Washingto	n the tweet	the General Land (Ince to be hereun	to affixed. J, in the year
of our Lord one thousa	nd nine hundred a	nd traveration	11, 01102200 0000	d of the Late of	, zanuar	tates the one hundred
nd forty-fift	W	()	an	i or the independen	ce of the United S	tates the one hundred
JHITED STATES			THE PRESIDEN	T: Doodio		
SEAL .				$\mathbf{B}\mathbf{v}$ \mathcal{M} \mathcal{P}	le Roy	SECRETARY.
E SLAL						OBOUGIAU.
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LAIN	Recorded: F	Patent No19	2600		Recorder of the	ne General Land Office.
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filed for Record the	1.9 32.100 (1990). 19. (2. (2. (2. (2. (2. (2. (2. (2. (2. (2	day of	res-	A. D. 192/	., at 10 05	o'clock—.M.
				Edyth &	Wheeler	RECORDER.
				Z1		

nos6129

ROAD PETITION

Logan

To the Honorable Board of County Commissioners of.... GENTLEMEN: THEN: recording within two (2) mules of the read desire cought to be laid and my the the undersigned, etherns of your County respectfully represent that the necessities of the public require a county wagon County, Colorado

pad to be laid out as follows, to-wit: Com ucing at

C. Harris Morat Kay Rurch

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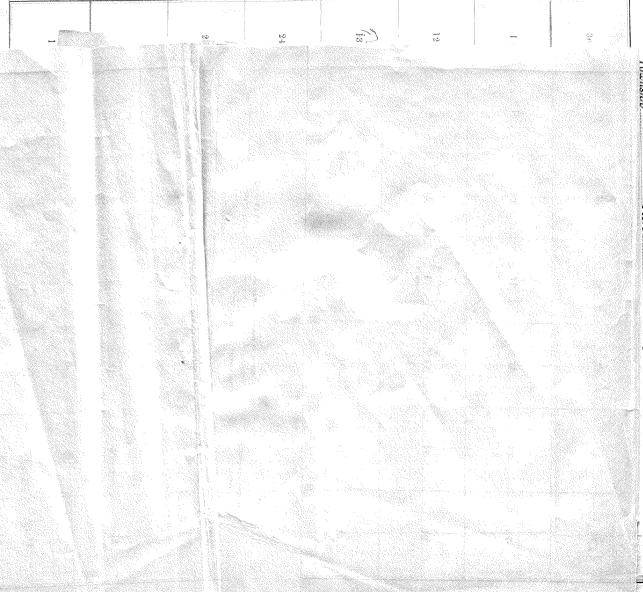
3242 AM X lex har X Jacked D Lichton. Turpus Died 1 10 A53 K. 11 The land Dillity & 30 months 37

R.M. Keen n 1 30 bown 128 57 20 E Housing W/ 37-12-57 Nowack 710/430 inday Mongo mon URS' Haffman DE1 1003

Said road to be not less than sixty (60) feet in wilth.

We therefore petition your honorable body to cause to be laid out and opened a County road as above described, and we, the owners of the land through which said road is sought to be laid out, in consideration of the sum of one dollar to us each and severally in hand paid by the said County through which to be laid on the receipt of which is hereby acknowledged, and of the laying out and opening of analie road, hereby agree to give the right of way through our lands as shown by the plut accompanying this petition, and relinquish all claims for damage by reason thereof. The said proposed line of road is more fully shown by the following map or plut to which reference is herein nucle, the same being in

Township. North. Range West



WOLLWILL HOR WORLDWINGLON

of Logan County, Colo. party of the second part; McClain, party of the first part; and The Board of County Commissioners THIS ACKIDIENT, Lade and entered into this day by WITHESENTH: and between_

Tr.

RAYGE

Ξ

County, Colorado, and, of Sec.18, Twp.9, N.K.52, and also the W. & S.W. & of said section, also, of the H.E. 4, and the E. 4 S.E. 4 of Section 13, Two. 9 M.H. 53 W. Logan That, whereas, party of the first part is the owner of the M.W.

way for a public road on the range between said north and south; and, Whereas, the Board of County Commissioners desire a right-ofsections running

proper compensation for said right-of-way, and Whereas, the parties hereto are unable to agree upon the

Commissioners shall choose one man party of the be made to party of the first part by the party one man, and they two so chosen, shall choose a third man. and these said line at the expense of the county, and that of Arbitration. each of the parties hereby agree to abide by the three shall act as a Board of Arbitration, and fix the compensation to Therefore, it is agreed that the county of the second part, and surveyor shall estabish first part shall choose the Board of County decision of such Board

view the premises, and make their findings, which said finding shall be of August; filed with the County Clerk and Recorder not la ten o'clock, A.M. at the Court House, in Sterling, Colo. and proceed to Said Board shall meet on Saturday, July 19th, 1913, at the hour of ver than the first day

give possession of said right-of-way on August thirty feet in width off the east side of said Dated, this 8th day of July, 1913, at Sterling, Col way to be thirty feet in width, off the west line of said section 18, and the amount as found by said Board, and party of party of the first part, at their meeting, to be G.W.LoClain
Party of the first part
The Board of County Commissioners of Logan County, Colarado.
By S.T.Stockhan Chairman The Board of County Commissioners agree sectionlö. the first part agrees to held in August, 1913 for to issue a Warrant to 7th, 1913; said right-of-

was taken, and

County Clerk.

.. Deputy.

Colo. & Mebr. Worth on said Range line through Townships 9-10-11 & 12 to State Line between thence W 1/2 mile to Range line between Ranges 52 & 53 Township Mine, thence

mond Overseer.

W.W. Recorder

0

Deputy

	388.00			
REPORT AND FINDINGS OF BO	ARD OF ARBITRATION	n de de seguina de se	gade or and a	19
WHEREAS, the undersigned, Joseph P.Dillon, John				
have been chosen as a Board of Arbritation, in	accordance with the terms		Tr.	RANGE
of a certain agreement by and between George 1		+		
the Board of County Commissioners of Logan Cou				
1913, which said agreement provides, among oth				
Board shall meet on Saturday ,July 19th, at Ste				
view the premises on which it is desired to on				eggender verdierte in derte
The N.W. 4 Sec. 18, -9-52, the W. 2 S.W. 4 18-9				
The N.W. 7 Sec. 13, -9-53, Logan Co., Colo. and as				pulgatingen australian en en en en en
compensation said County Commissioners shall			The second of th	
for a strip of ground 30 feet in width off the				
feet in width off the east side of said Sec.				
in which agreement both parties agree to abid	e by the decision of this			A productive control of the second of the se
Board of Arbitration,		enter de la constitución de la c		an a little tradition of the little of the l
Now, Therefore, we hereby certify tha			gazgo (como)	
the premises, and have gone over the groung d	estred as a right-of-way,			and the first of t
and after careful. consideration of allucircu	mstances in connection			
therewith, DO FIND that the said George McCla	in, is entitled,as just			
compensation for the said strip of ground for	said roadway, the sum of			
One Hundred Seventy-five(\$175.00) Dollars.		4.		
	J.P.Dillon			
	John Lutin			
	J.W. Ramsey Board of Arbitration			
Subscribed and sworn to before me this 19th of			Action and the second	
My Commission expires Oct.2, 1915.	J.R. Jenkins			
	Notary.			
			~	
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				Company of the Party of the Par
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	A CONTRACTOR OF THE STATE OF TH		24	nd B
thence W 1/2 mile to Range line between Rang	es 52 & 53 Township Nine, then	œ		
North on said Range line through Townships 9	-10-11 & 12 to State Line betw	een	-	
Colo. & Nebr.			Maragazza en	galafagaran sa
21	Van Valhenbur		حد	
	Road Overseer.	チ		semengelinger en service en seu e en en en en en el e
				arabanaghum

sond state and the state of the

By

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_Recorder.Deputy.

SIGNATURES W. C. Harris W2W27-9-52 E. M. Gillett nu + 20-9-52 Lida & watts DE48-9-57 H.M. Batchelder In Sec. 8 and 9-9.8 52 Letroy Scull. Ben Doaramitini Dec 5 9. 8. R. 57 SE" 8-10-53 9. C. Withmer 20/20810-53 Lallas Laudrum nw/4 6-9-52 J. W. Richerson Sats 16-17-13 21 Podroni Harris Bras. 8/219-9-52 a. E. Buchanan 7.10.14 19-9-52 alice D. Buchanan E/2 Q West /2 7-9-52 4.13. Dordan Sw47, 9-9-52 H. K. white 10432-9-52 U. H. / Eing G. C. Brown WE14 Sec. 12-9-53 C. C. Copeley Brank Provancha Sw/4 Sec. 19-11-52 SE14 Ser 12 6 11. P. 53 ME/4Dec 30 Joury 11 - 8.50 Richard & Office Harry E. Cissiga Sw/4 Dec. 14 11.53 George Hrescher no4 Su 23 11 53 Lease 36-12-53 7/E/4 Sec 35-12-53 Dured H.W. Golfredson (Homestaders not proved up on land) arthur & Huser nw/4 18 Voron 11 Range 52 nw1479- T-11-52 Ed Spesie I hereby certify, that I have this day 23 clock 1913 posted notices County Clerk. for the opening of a road, upon the following described route --Deputy. S. W. corner of Sec. 32 & the S. E.corner of Sec. 31, thence North 1 was taken, and mile to N. W. cor. of 32 & N. E. cor. of 31, thence West 1/2 mile to the center of Sec. 30, thence North on half Sec. line to the center of Sec. 19, cand of thence W 1/2 mile to Range line between Ranges 52 & 53 Township Nine, thence North on said Range line through Townships 9-10-11 & 12 to State Line between Colo. & Nebr. Hoad Overseer. \mathscr{A}_{M} Recorder.

or a coerein plecomone of the or actions person that the position of the

this seen chosen as a board of Arbitration, in scoopenson fith the taxus

on, Low - Andrond, Lessonage,

Deputy.

	red by a description of our land thisday o	f19
ls witness our signatures hereunto annexed, and jouou	PROPERTY OWNED	
SIGNATURES	SUBDIVISION	SEC. Tr. RANGE
C Harris	2112	and the second s
M. Gillett da S. Wytto	nw - 20-9-52	
da D. Walls M. Batchelder	1848-9-57	The second state of the se
	9 n Sec. 8 and 9-9.8 52	and the second s
roy Scull u Doaramilini	Sec 5 9. 8. 8. 55	
C. Withmow	SE'8-10-53	
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	Road Aerseer.	
Colo. & mebr.	THE STATE OF THE PROPERTY OF THE	#I2 5 500
worth on said Range line through Te	ownships 9-10-11 & 12 to State Line b	9339
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center of Sec. 50, thence Morth on	half Sec. line so the sentar of sect	
mile to M. W. cor. of 32 ag. B. c	or. of 51, thence wes 1/2 mile to th	
8. W. corner of Sec. 32 & the	6. E. corner of Sec. J. themes worth	
for the opening of a road, upon th	ATTANTUS CARCITOSC ICNOS	
I hereby cartify, that I have	this day 23 (22 C) 1913 posses no	79 *
I hereby cartify, that I have	tone day 23 f Z / C late posted no	703/
I hereby cartify, that I have	tone day 2.3 - Z. C. 1815 posted no	7034
I hereby cartify, that I have	tone day 2 2 12 12 1915 possed no	
I hereby certify, that I have	tone do 20 20 100	
I hereby certify, that I have	to the control of the	
I hereby certify, that I have	tole day 23 12 12 19 posted no	
I hereby cartify, that I have	May 6 1913. Tong B. Wess	
I hereby certify, that I have	Yay 6 1913.	County Cler
I hereby certify, that I have	May 6 1913. Pura B. Wess By Sac Richers.	County Cler Deput
I pereph county Clerk	Tay 6 1913 Una 13. Wess By Sac Cuckerse 8 July 9 1913, when the	County Cler Deput
I peleph calfill' fuff I pele Filed in the office of the County Clerk	May 6 1913 Nug 18. Wess By Sac Richerse South	County Cler Deput e following action was taken, an
I peleph calfill' fuff I pele Filed in the office of the County Clerk	May 6 1913 Nug 18. Wess By Sac Richerse South	County Cler Deput e following action was taken, an
Filed in the office of the County Clerk	Tay 6 1913 Una 13. Wess By Sac Cuckerse 8 July 9 1913, when the	County Cler Deput e following action was taken, an
I peleph calfill' fuff I pele Filed in the office of the County Clerk	1913. Neg 6 1913. Neg 18. Wess By Sac Cacherse s July 9 1913, when the owit: y the Board as for fine of the Board. All of the Board as for fine of the Board.	County Cler Deput e following action was taken, and wing Sprand B
Filed in the office of the County Clerk	May 6 1913 Nug 18. Wess By Sac Richerse South	County Cler Deput e following action was taken, an wing I Brand B
Filed in the office of the County Clerk	1913. Neg 6 1913. Neg 18. Wess By Sac Cacherse s July 9 1913, when the owit: y the Board as for fine of the Board. All of the Board as for fine of the Board.	County Cler Deput e following action was taken, an Gings DB eard B
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Know all Men by these Presents, That Many a Newton	William the process of the control and the con
of the County of Logan and State of Colorado in consideration DOLLARS, in hand paid, the receipt whereof is hereby ack	n of the sum of
percent grant, burgain, sell and convey unto the Board of County Lommissioners of the County of Rogar	u auddi
County, State of Lolora do to the North South section line of the North A strip of ground that if feet wide, it being thirty feet on each side of the center line of the Railroad of said Comp	theast vany as located
solving as the same is open and used for water purposed and the the first strip being to solve the strip for the same	taken a long
And in addition to the right of way described above hereby grant, fo and heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four mon every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said	rthe each and
now located on above described land; said term of four mouths to begin November 15th and end March 15th each year. IN WITNESS WHEREOF We have hereunto set one hands and seal, this the 5 th	d Railread, asday of
Signed, Sealed and Delivered in Presence of Signed, Sealed and Delivered in Presence of	
THE STATE OF GOLDRADO S.S.	
On this, 5th day of May A. D. 18 , before me 6 M. Helsey	
County, personally came Mary a personally came mary a mention and qualified for and res	
to me known to be the identical person / described in and who executed the foregoing conveyance as grantor, and edged this instrument to be will voluntary act and deed.	
WITNESS my hand and seal 6'M Selsey	bove written.
Filed for Record the 13 day of Jan 1. D. 18, at 10 19 o'clock a.M.	
Mrsa B. Vresner By U. J. Wheeler	Recorder.
Know all Men by these Presents. That Oliver described and Olive Described and Oliver Describe	Deputy.
of the Country of Logan and State of Colorado in consideration	**************************************
hereby seant, bargain, sell and convey untorse load of courts grumes one of the bounty of do	the sum o, wledged, do Jan and
A strip of ground 30 feet wide it hours 30 (north)	Toncetod.
Rentrond Company, the successors and assigns forever. And in addition to the right of way described above. hereby grant, for	nto the said
located on above described land; saidsterm of four months toplegin November 15th and end March 15th cach year. IN WITNESS WHEREOF, We have hereunto set our hands and seal, this the	road, as now
Signed, Sealed and Delivered in Presence of Signed, Sealed and Delivered in Presence of	inday of
	Vo. r. sag
THE STATE OF Colorado	
on this Fans Public May A. D. 18 before me Chesley M. Harris	
County, personally came De Witt Chriton annual oned of and qualified for and resid	ing in said
	d acknowl-
WITNESS my hand and for areal seal of the day and year last also my loom topines and 2-1915	
Filed for Record the 13	The Property of the Control of the C
Una B. Treened	Recorder.
By Wheeler	Deputy.

Reception No. 407064 Recorded Aug 27 1958 o'clock A. M. Donnell Lawrence, Recorder

	The state of the s
	505 PAGE 524
DOOK	a 10 for 1 Paint Chross L.
301 H 175	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

RIGHT OF WAY CONTRACT FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS, to us in hand paid, receipt of which is hereby acksnowledged, and the balance of said consideration fifty cents per rod for each line, to be paid when such grant shall be used or occupied, the Grantors Theodore Ruf and Anna E. Ruf dohereby grant to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors or assigns, the right-ofway to lay, maintain, alter, repair, operate, remove and relay additional pipe lines for the transportation of oil or gas, on, over and through certain lands situated in Logan County, State of The Northeast Quarter, and the East Half of the Northwest Quarter, all in Section 13, Township 9 North, Range 53 West

with ingress and egress to and from the same. The said grantors ... their, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors...their, heirs or assigns, one by the said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. 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 hereinunder upon payment to Grantors, their heirs or assigns, of an additional sum of 50 cents..... per linear rod for each additional pipe lines.

IN WITNESS WHEREOF, the parties hereto have set the	eir hands and seals thisd	lay
of Alignat A. D. 19 58		
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In the presence of		POPPER DO
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STATE OF COLORADO		
지하는 10 명시 : 10 H - 10		
COUNTY OF LOGAN	병임 경기에게 가장 하나 가장 하다는 것이 되었다.	
On this 14th day of		
		ore
me, the undersigned duly commissioned and qualified a	authority in and for said county and state, personally came	
Theodore Buf and * Anne E. Ruf	BRANGER (1985) - 1885 - 1885 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 1886 - 18	
the state of the total and the total and the total and the state of th		requisions.
\$2434343636444544634664646846664646666666666	***************************************	where
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to me known to be the identical person.S whose name S.	subscribed to the foregoing instrument	88
Grantors and duly acknowledged the execution of t	the same astheir voluntary act and deed.	
IN TESTIMONY WHEREOF, I have hereunto set I	my hand and official seal on the day and year above writte	en.

Lay Commission expires October 19, 1960

My commission expires

BOOK 562 PAGE 294

Reception No...

1/41548 Recorded Nov 27 1962

2:10 o'clock P. M.

Donnell Lawrence, Recorder The North Sterling Irrigation District

ALEX MICHEL, SECRETARY

BOARD OF DIRECTORS
W. L. MCNEAR, PRESIDENT
ANDREW AMEN, VICE PRESIDENT
D. R. PYLE, DIRECTOR

STERLING, COLORADO

November 23, 1962.

TO WHOM IT MAY CONCERN:

I hereby certify that I am Secretary of The North Sterling Irrigation District and that the Northeast quarter (NE_4^1) and the East half of the Southeast quarter $(E_2^1 SE_4^1)$ of Section Thirteen (13), Township Nine (9) North, Range Fifty-three (53) West of the Sixth P. M., Logan County, Colorado, contains 234.22 acres of land included in The North Sterling Irrigation District and entitled to such privileges in the use of water as are all other lands within said District.

Secretary of The North Sterling Irrigation

District.

Recorded at 2:10 o'clock P. M., Nov 27 1962

Reception No. 441551 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That Bruce A. Ramey, William C. Ramey, individually, and William C. Ramey as Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Or the County of Logan and State of Coloreda. Logan , and State of Colorado,

for the consideration of Ten and more - - -

Dollars,

in hand paid, hereby sell and convey to Bruce A. Ramey and

Shirley J. Ramey

of the

County of

Logan

, and State of Colorado,

not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of



UNDER PROTEST

UR LI 135

CHALL SEED DAID

. Logan

and State of Colorado, to-wit:

The Southeast Quarter of the Southwest Quarter ($SE_{4}^{\perp}SW_{4}^{\perp}$), and the East Half (E_2^1) of Section Thirteen (13); the Northeast Quarter of the Northwest Quarter (NE4NW4), and the North Half of the Northeast Quarter (NENE4) of Section Twenty-four (24), all in Township Nine (9) North, Range Fifty-three (53) West of the 6th P. M., in Logan County, Colorado; together with 234.22 acres of North Sterling Irrigation District water, and all benefits accruing by reason of claim filed of Ramey's Seep Ditch.





Excepting and Reserving, however, unto the grantors all of the oil, gas, and other minerals lying in, on, or under the above-described premises, together with the right of ingress and egress for the purpose of exploring for, producing and removing the same.











With all its appurtenances, and warrant the title to the same, subject to taxes for the year 1963 and thereafter; the rights and liabilities accruing by reason of inclusion within the boundaries of Northern Colorado Water Conservancy District, Sterling Rural Fire Protection District, and the Padroni Soil Conservation District; and Easements and Rights of Way of Record.

Signed and delivered this

26th

day of

November

, A. D. 19 62

In the Presence of

Bruce a. (Sague) (SEAL) Walleam C. Karish

Mildred M. Ramey, Vurl Ramey, (SEAL)
Dorcas Vaughan and Gail Beals

STATE OF COLORADO COUNTY OF

} ss. BY:<u>(/)</u>//

The foregoing instrument was acknowledged before me this 26th day of November ,19 62

Bruce A. Ramey, William C. Ramey, individually, and William C. Ramey as by Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Dorcas Vaughan, and Gail Beals. WITNESS my hand and official seal.

My commission expires Oct. 21, 1965.

Notary Public

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment.—118-6-1, C. R. S. 1953.

WARRANTY DEED - (STATUTORY FORM) - TO JOINT TENANTS

0

MINERAL DEED

ofLoganCounty State of C	olorado	for and in consideration of the sum o
One		Dollars ($$1.00$) cash in hand paid b
Mildred M. Ramey, William C. Ramey, V	url Ramey	, Dorcas Vaughan, and Gail Beals
hereinafter called Grantees_ and other good	and value	ole considerations, the receipt of which is hereb d delivered, and by these presents do grant, sell
		vided_ <u>one-tenth</u> interest in and t
		hat may be produced from the following describe
land situated inLoganCo	unt <mark>y, S</mark> tate	ofto-wit:
The Southeast Quarter of	the South	West Quarter $(SE_4^1SW_4^1)$, and the (13) ; the Northeast Quarter of
the Northwest Quarter (NE	āNWā)。and	d the North Half of the North-
east Quarter (N意NE語) of Se	ection Two	enty-four (24). all in Town-
in Logan County, Colorado	e riity⊷ti	nree (53) West of the 6th P. M.
	an light is	Carry for all the first base or particularly
ofxx\$estion=======Ro	anger	containing480acres more or less
ogether with the right of ingress and egress or aid lands for oil, gas and other minerals and	at all times I removing	for the purpose of mining, drilling and exploring
		cuted in favor of <u>Greslenn Oil Company</u>
		, it is understood and agreed that
his sale is made subject to the terms of said le	ase but cov	vers and includes ane-tenth of all of the o
oyalty, and gas rental or royalty due and to l ands above described.	e paid und	er the terms of said lease insofar as it covers the
일하면 하세요. 이 분이 하시면 사용하다고 살아 하는 하는 사이지 때문을 받았다.	ne – ten th	of the money rentals which
		pe begun under the terms of said lease is to be paid
o the said Grantee_§_and in the event that th	e above des	cribed lease for any reason becomes cancelled or
orfeited, then and in that event an undivided	one-ter	<u>ith</u> of the lease interests and all future
		ges shall be owned by the said Grantee.s
wningall oil, gas	and other	minerals in and under said lands, together with
Illinterest in all future events. To have nd singular the rights and appurtenances the	and to hold reto in any	l the above described property, together with all wise belonging unto the said Grantee_s herein,
ions and administrators to warrant and tore	ver detend	reby bindmv_sel_ f mv_heirs, execall and singular the said property unto the said
difficitie same of any part thereor.		t every person whomsoever lawfully claiming or to
the right of the holder thereof.	a land, upor	to redeem for Grantor by payment, any existing n default in payment and be thereon subrogated
Witnesshand this26th	day of_	November 19 62
		Bruce C. Bome
		November, 1962
		4厘성원회(42월) 12월 2일 전 12일
TATE OF COLORADO sounty of Logan ss.		ACKNOWLEDGMENT, COLORADO
ounty of		ACKNOWLEDGMENT, COLORADO
On which 25th Clause A November	<u></u>	-, A.D. 19 <u>62</u> -, before me personally appeared
A Bruce A. Ramey		
On this 20th day of November Ramey me known to be the person described in a	nd who exe	cuted the foregoing instrument and each acknow.
dged that <u>ine executed</u> the same as <u>hi</u> Given under my hand and notarial seal th	S_free act ne day and	and deed.

PAC TAIL UNDER S. R. No. 222 1 1/22 ET. C. 188 PAID UNDER PROTEST

Reception No. 441553

Recorded Nov 27 1962

2:10 o'clock P.

Donnell Lawrence, Recorder

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

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That _ William C. Ramey, individually, and _

	Beals LoganCounty,	C	oborodo			
01	RigatCounty,		er ee S	siss (€7 ∩O	Consideration (n me sum of
	A. Ramey and Shi					
, acknowledge	called Grantees_, and d, have granted, so	old, conveyed, ass	igned and deli	vered, and by t	hese presents d	lo grant, selĺ,
S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	in and deliver unto		나타마양하다 함엄마이 있다. 회회 중기			원시회에서는 비교를 모르셨다.
(A)	, gas, and other mir			AND AN ARE THAN SHELL OF ARE		
	d in <u>L</u> og					_to-wit:
H	The Southeast	Quarter of the	Southwest	Quarter (SE#S	$\sqrt{\frac{1}{\pi}}$). and the	
	the Northwest east Quarter (ship Nine (9)	of Section The Quarter (NE $\frac{1}{4}$ NW (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Sect North, Range F	Firteen (13) l_4^1), and the cion Twenty- Fifty-three	; and the Nor North Half o four (24), al (53) West of	theast Quarte f the North- l in Town- the 6th P. M.	r-of
ofx x Section .	Township	>		.L_containing2	30acres	more or less,
said lands f	n the right of ingre or oil, gas and othe nd being now under	er minerals and r	emoving the s	ame therefrom.	그리 회사들은 사람이 되었다.	
	Creslenn_Oil_C			a Day V Vin a 44 Clares		[] 그는 이 [] 그리다 무슨 뭐 하면?
royalty, and lands above	나이 이 시 하십시아 이 이 기를 즐겁게 되었는 것 때 없었다.	y due and to be	paid under the	e terms of said l	ease insofar as	it covers the
lt is un	derstood and agreed	that <u>one-for</u>	<u>rth</u>		of the money	rentals which
may be paid	to extend the term	within which a w	ell may be beg	un under the ter	ms of said lease	is to be paid
to the said (Grantees_Land in th	e event that the a				U. 超热力 阿尔克 操動U. 2007年
· 有数数数数 25 元元			above described	l lease for any	reason becomes	cancelled or
torreited, the	en and in that event		TO 25 TO 10 시간에 되어 모든 10 12 중에 20 12	그 마시 그 사람이 되었다. 그 작가 그 나는 작가 다		
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800K 670 PAGE 449 Recorded at 2:45 o'clock P.M. 8-9-72 Reception No. 495211 Mary Graves Recorder KNOW ALL MEN BY THESE PRESENTS, That BRUCE A. RAMEY and SHIRLEY J. RAMEY Documentary of the County of Logan , and State of Colorado, for the consideration of Ten and more in hand paid, hereby sell and convey to DONALD W. HAMIL and CYNTHIA L. HAMIL State of the County of , and State of Colorado, Logan not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit: The East Half (E2) and the Southeast Quarter of the Southwest Quarter (SELSWL) of Section Thirteen (13); and the North Half of the Northeast Quarter (NoNEt) and the Northeast Quarter of the Northwest Quarter (NEtNWt) of Section Twenty-four (24), All in Township Nine (9) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado; TOGETHER WITH 234.22 acre rights in The North Sterling Irrigation District and all water and water rights of Ramey's Seep Ditch, as filed in the Office of the State Engineer of Colorado on August 22, 1930, and any other water or water rights appurtenant to said premises; EXCEPTING an undivided 7/8ths interest in and to all of the oil, gas and other minerals lying in, on and under the above-described premises, rights of way and easements of record and existing and Deeds of Trust recorded in Book 562 at Page 301 and in Book 611 at Page 396 of the Logan County records. \$9.30 With all its appurtenances, and warrant the title to the same, subject to general taxes for 1972 and thereafter; liens of The North Sterling Irrigation District, the Northern Colorado Water Conservancy District, the Padroni Soil Conservation District, The Sterling Rural Fire Protection District and the Lower South Platte Water Conservancy District; rights of way and easements for public roads and public utilities as the same now exist; and to Logan County Zoning Regulations. Signed and delivered this 8th August In the Presence of STATE OF COLORADO

COUNTY OF LOGAN The foregoing instrument was acknowledged before me this 8th day of

by Bruce Ac Ramey and Shirley J. Ramey. WITNESS my hand and official seal.

My commission expires May 26, 1974

Notary Public

·If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.-Statutory Acknowledgment.-118-6-1, C. R. S. 1953.

WARRANTY DEED - (STATUTORY FORM) - TO JOINT TENANTS

QUIT CLAIM DEED

BRUCE ALLEN RAMEY, sometimes written BRUCE A. RAMEY, whose address is 603 North Division Avenue, Sterling, Colorado 80751, County of Logan, and State of Colorado, for the consideration of Ten and More Dollars, in hand paid, hereby sells and quit claims to BRUCE ALLEN RAMEY and SHIRLEY J. RAMEY, in joint tenancy, whose address is 603 North Division Avenue, Sterling, Colorado 80751, County of Logan, State of Colorado, all of my right, title and interest in and to the oil, gas and minerals in, on and under the following described property in the County of Logan, and State of Colorado, to wit:

The $S_2^{1}S_2^{1}$ of Section 2, except that part of the $SW_4^{1}SW_4^{1}$ lying West of the following described line: Beginning on the South boundary line, 660 feet East of the Southwest corner of the $SW_4^{1}SW_4^{1}$ of Section 2, thence Northeasterly in a straight line to a point on the North boundary line, 1224 feet East of the Northwest corner of said $SW_4^{1}SW_4^{1}$ of Section 2, in Township 9 North, Range 53 West of the 6th P.M.;

The $N_2^{\frac{1}{2}}NW_4^{\frac{1}{4}}$ of Section 11, except that part beginning at a point which is the Southwest corner of the $NW_4^{\frac{1}{4}}NW_4^{\frac{1}{4}}$ of Section 11, thence in a straight line to a point on the North line of said Section 11 which is 660 feet East of the Northwest corner of the $NW_4^{\frac{1}{4}}$ of Section 11, thence due West to the Northwest corner of Section 11, thence South along the West line of said Section 11 to the point of beginning; the $E_2^{\frac{1}{2}}$ of Section 11; the $N_2^{\frac{1}{2}}SW_4^{\frac{1}{4}}$ of Section 11; the $S_2^{\frac{1}{2}}NW_4^{\frac{1}{4}}$ of Section 11; and the $S_2^{\frac{1}{2}}SW_4^{\frac{1}{4}}$ of Section 11 excepting that portion heretofore conveyed to the North Sterling Irrigation District, in Township 9 North, Range 53 West of the 6th P.M.;

That part of the $NW_4^1NW_4^1$ of Section 12 lying South and West of Gedar Creek; the $S_2^1NW_4^1$ of Section 12 except that part lying north of the North Sterling Outlet Ditch, heretofore conveyed to Francis Parke and containing approximately $6\frac{1}{2}$ acres; the $NW_4^1SW_4^1$ and the $S_2^1SW_4^1$ of Section 12, in Township 9 North, Range 53 West of the 6th P.M.;

The NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13, in Township 9 North, Range 53 West of the 6th P.M.;

The $E_2^{\frac{1}{2}}NE_4^{\frac{1}{4}}$ of Section 14; the $NW_4^{\frac{1}{4}}$ of Section 14 excepting that portion heretofore conveyed to the North Sterling Irrigation District; the $W_2^{\frac{1}{2}}NE_4^{\frac{1}{4}}$ and the $NW_4^{\frac{1}{4}}SE_4^{\frac{1}{4}}$ of Section 14, all in Township 9 North, Range 53 West of the 6th P.M.;

State	Documentary Fe	æ
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3	Jone	E-MONEY.

Lot 3 and the $SE_4^{\frac{1}{4}}NW_4^{\frac{1}{4}}$ and Lots 4, 5, 6 and 7 of Section 6 in Township 10 North, Range 53 West of the 6th P.M.;

The E2 of Section 8 in Township 10 North, Range 53 West of the 6th P.M.;

The NE $\frac{1}{4}$ and the E $\frac{1}{2}$ W $\frac{1}{2}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17 in Township 10 North, Range 53 West of the 6th P.M.;

The W_2^1 of Section 32 in Township 11 North, Range 53 West of the 6th P.M.;

Lots 1, 2, 3 and 4, the $S_2^{\frac{1}{2}}NW_4^{\frac{1}{4}}$, the $E_2^{\frac{1}{2}}SW_4^{\frac{1}{4}}$, the $SE_4^{\frac{1}{4}}$, and the $S_2^{\frac{1}{2}}NE_4^{\frac{1}{4}}$ of Section 1, Township 10 North Range 54 West of the 6th P.M.;

The $SE_4^{\dagger}SW_4^{\dagger}$, and the E_2^{\dagger} of Section 13; the $NE_4^{\dagger}NW_4^{\dagger}$, and the $N_2^{\dagger}NE_4^{\dagger}$ of Section 24, all in Township 9 North, Range 53 West of the 6th P.M.;

The NW4 of Section 21, Township 9 North, Range 53 West of the 6th P.M.;

The SWi of Section 31, Township 11 North, Range 53 West of the 6th P.M.;

with all its appurtenances.

Signed this 28th day of May, 1993.

STATE OF COLORADO)

: SS.

County of Logan)

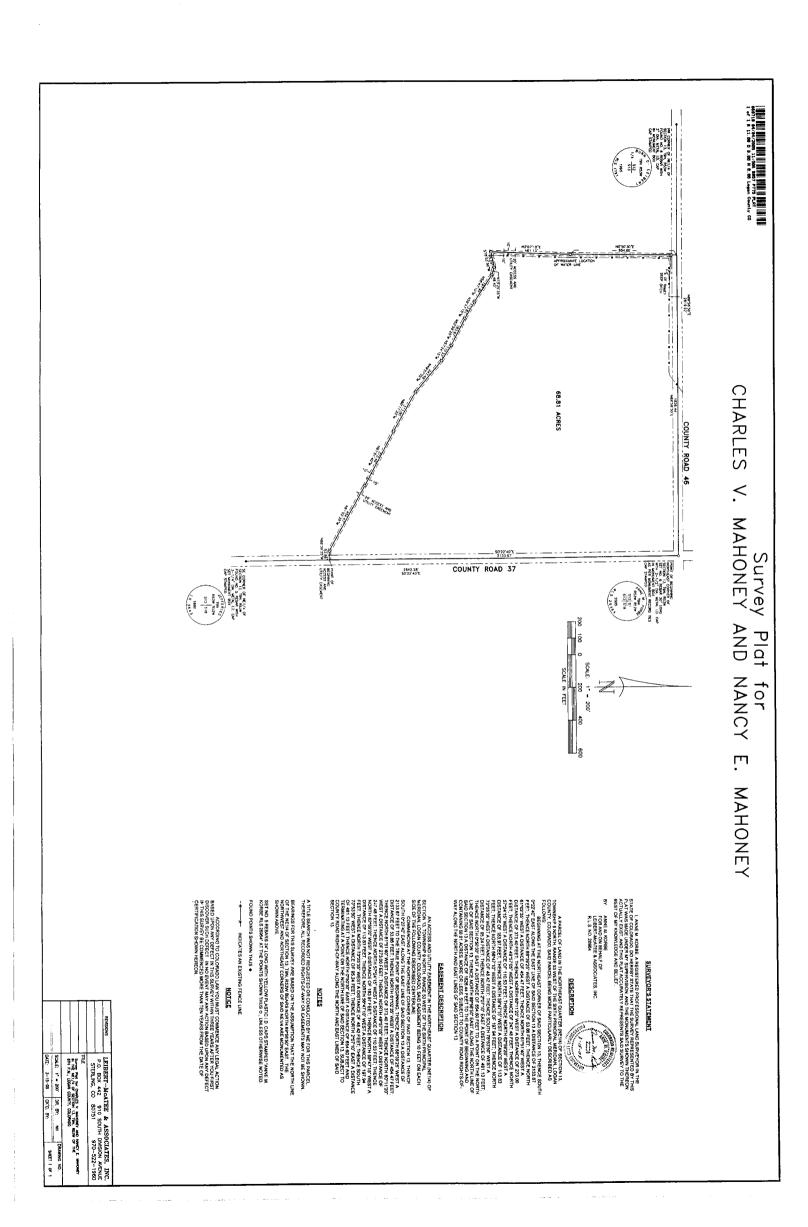
written

Bruce a Ramay
Bruce A. Ramey

The foregoing instrument was acknowledged before me this 28^{TH} day of May, 1993, by Bruce Allen Ramey, sometimes written Bruce A. Ramey. WITNESS my hand and official seal.

My commission expires: 10-15-95

Hard Schmale
Notary Public





IRRIGATION AGREEMENT

This Agreement is between Charles V. Mahoney & Nancy E. Mahoney (hereinafter Party of the First Part) and Two Mile Ranch, a General Partnership (hereinafter Party of the Second Part). Party of the First Part owns property described on Exhibit "A" and is irrigated with 68.81 acres within the North Sterling Irrigation District. Party of the Second Part owns property described on Exhibit "B" and is irrigated with 165.41 acres within the North Sterling Irrigation District. Both properties were previously combined and operated as one "FARM" and the "FARM" currently has one diversion from the main North Sterling Irrigation Canal via headgate #5 and lateral #5 to the FARM's headgate on lateral #5. From the FARM's headgate, irrigation water is delivered to the FARM via pipeline to the FARM. A diagram of lateral #5, FARM's headgate, and the pipeline is shown as Exhibit "C". Both parties agree the cost of maintaining, repairing, and or replacing the FARM's share of lateral #5, the FARM's headgate, and pipeline and/or ancillary equipment shall be split according to the proportionate share of water the First and Second Party own. Said proportionate share is as follows: First Party 29.38 % and Second Party 70.62 %. Any maintenance, repair, and/or replacement shall be agreed upon before commencement of the work and the expenses shall be billed directly to each party according to their proportionate share. Both parties shall have the right to deliver their respective irrigation water via lateral #5, headgate, and pipeline.

The operation, delivery, and division of the irrigation water is agreed to by both parties as follows:

- 1. Party of the First Part agrees to pay for and install a shut off valve to be located just west of from where the Party of the First Part diverts their water, location shown on Exhibit "C". Party of the First Part, when using their irrigation water, shall have the right to use shutoff valve to completely shut off the flow.
- 2. Both parties shall cooperate and work with each other as to the timing and use of their respective irrigation water. Both parties shall give 48 hours notice as to their intent of when they are to use their respective irrigation water. Both parties are responsible for reporting their respective irrigation water usage to the ditch rider.
- 3. In the event of a conflict or the demand to use the irrigation water at the same time, both parties agree to the following:
 - a.) Party of the First Part shall have use of their irrigation water for 24 hours.
 - b.) Party of the Second Part shall have use of their irrigation water for 72 hours.
 - c.) Said rotation shall continue until conflict is either resolved or demand is subsided.
 - d.) The time to switch off of the rotation from the Party of the First Part to Party of the Second Part shall be mutually agreed upon, but if conflict arises, the time shall be 7 a.m.
- 4. With the first irrigation run of the season, the Party of the Second Part shall have the first option to begin with their 72 hour irrigation rotation.
- 5. In the event the North Sterling Irrigation District declares a direct flow run (not associated with or debited against the storage allotment), both parties shall have the right to run as much water as they can.

6. In the event a conflict arises whereby the 24/72 hour division of irrigation water is not working or acceptable between both parties, Party of the First Part will be required to pay for and install a measuring device, i.e. measuring weir or meters to measure the flow of irrigation water between both parties.

All the terms and conditions of said Agreement shall be binding upon and inur to the benefit of the heirs, successors, and/or assigns.

the heirs, successors, and/or assigns.
Dated this day of April 2005.
Party of the First Part: Party of the Second Part: Two Mile Ranch, a General Partnership
Charles V. Mahoney By: Jonathan M. Pauling By: Jonathan M. Pauling
Manay E. Mahoney By: Mark A. Pauling Mark A. Pauling
STATE OF COLORADO)
COUNTY OF LOGAN)
The foregoing instrument was acknowledged before me this day of 2005, by Charles V. Mahoney and Nancy E. Mahoney. My commission expires: MY COMMISSION EXPIRES 09/01/2008 Witness my hand and official seal.
LISA A. KAISER NOTARY PUBLIC STATE OF COLORADO Notary Public
STATE OF COLORADO)) ss. COUNTY OF LOGAN)
The foregoing instrument was acknowledged before me this day of Dr. 2005, by Two Mile Ranch, a General Partnership by Jonathan M. Pauling and Mark A. Pauling. My commission expires: MY COMMISSION EXPIRES 09/01/2008 Witness my hand and official seal.
Niesan Public
Notary Public LISA A. KAISER NOTARY PUBLIC STATE OF COLORADO



EXHIBIT A

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 0°22'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 2133.67 FEET; THENCE NORTH 88°39'25" WEST A DISTANCE OF 53.86 FEET; THENCE NORTH 61°02'35" WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 61°51'40" WEST A DISTANCE OF 373.40 FEET; THENCE NORTH 60°11'20" WEST A DISTANCE OF 273.00 FEET; THENCE NORTH 49°57'05" WEST A DISTANCE OF 247.48 FEET; THENCE NORTH 57°24'15" WEST A DISTANCE OF 110.53 FEET; THENCE NORTH 62°59'20" WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 59°47'15" WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 56°47'10" WEST A DISTANCE OF 197.94 FEET; THENCE NORTH 73°25'35" WEST A DISTANCE OF 48.42 FEET; THENCE SOUTH 78°53'50" WEST A DISTANCE OF 95.24 FEET; THENCE NORTH 2°07'10" EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 0°50'30" EAST A DISTANCE OF 654.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°56'50" EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1826.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.81 ACRES, MORE OR LESS, SUBJECT TO COUNTY ROAD RIGHTS-OF-WAY ALONG THE NORTH AND EAST LINES OF SAID SECTION 13.



EXHIBIT B

E1/2 AND SE1/4SW1/4 OF SEC. 13 AND N1/2NE1/4, NE1/4NW1/4, S1/2NE1/4, AND SE1/4NW1/4 OF SEC. 24, T9N, R53W OF THE 6TH P.M., LOGAN COUNTY, COLORADO,

EXCEPT THE TWO TRACTS OF LAND CONVEYED BY DEEDS RECORDED IN BOOK 817 AT PAGE 842 AND IN BOOK 824 AT PAGE 144 OF THE RECORDS OF LOGAN COUNTY, COLORADO, AND

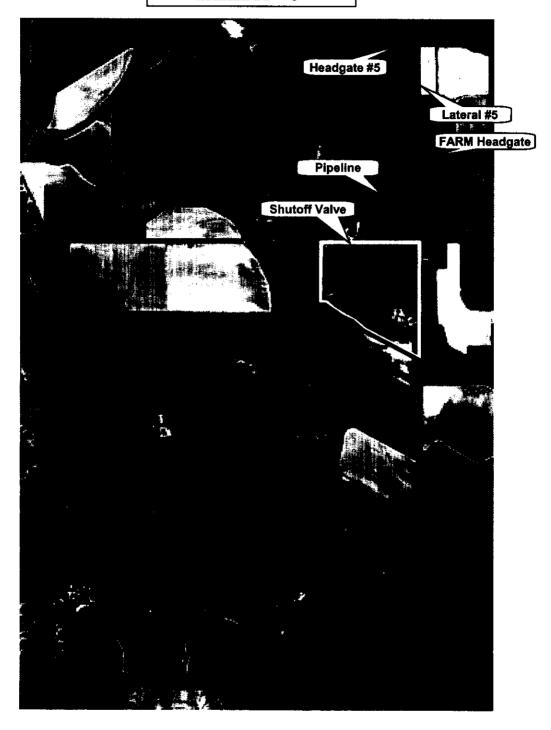
EXCEPT A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 0°22'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 2133.67 FEET; THENCE NORTH 88°39'25" WEST A DISTANCE OF 53.86 FEET; THENCE NORTH 61°02'35" WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 61°51'40" WEST A DISTANCE OF 373.40 FEET; THENCE NORTH 60°11'20" WEST A DISTANCE OF 273.00 FEET; THENCE NORTH 49°57'05" WEST A DISTANCE OF 247.48 FEET; THENCE NORTH 57°24'15" WEST A DISTANCE OF 110.53 FEET; THENCE NORTH 62°59'20" WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 59°47'15" WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 56°47'10" WEST A DISTANCE OF 197.94 FEET; THENCE NORTH 73°25'35" WEST A DISTANCE OF 48.42 FEET; THENCE SOUTH 78°53'50" WEST A DISTANCE OF 95.24 FEET; THENCE NORTH 2°07'10" EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 0°50'30" EAST A DISTANCE OF 654.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°56'50" EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1826.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.81 ACRES, MORE OR LESS, SUBJECT TO COUNTY ROAD RIGHTS-OF-WAY ALONG THE NORTH AND EAST LINES OF SAID SECTION 13.



669720 04/04/2005 11:50A B957 P776 AGR 5 of 5 R 26.00 D 0.00 N 0.00 Logan County CO

EXHIBIT "C"





SUBSCRIPTION AGREEMENT

This Subscription Agreement is entered into by and between Two Mile Ranch, a general Partnership, whose address is 60773 N. Highway 71, Stoneham, CO 80754 (hereinafter referred to as "Member") and Point of Rocks Water Company, L.L.C., a Colorado Limited Liability Company, ("Water Company"), whose address is 112 North 8th Avenue, Sterling, Colorado 80751.

In consideration of the mutual covenants and promises specified in the Operating Agreement for the Point of Rocks Water Company, L.L.C., ("Operating Agreement"), a copy of which is at the office of the Water Company and which is incorporated herein by this reference, the Subscriber agrees as follows:

- 1. Agreement to Operating Agreement. The Member hereby irrevocably subscribes to, agrees to and ratifies the Operating Agreement and the Member shall be bound by and governed by the terms and conditions of the Operating Agreement.
- Pledge and Lease of Water Rights. The Member is the owner of certain real property located within the North Sterling Irrigation District, as described on the attached Exhibit "A" (the "Property"), which the Member agrees consists of 165.41 acres. The North Sterling Irrigation District is a Colorado irrigation district that distributes water to land owners within boundaries of the North Sterling Irrigation District. By virtue of ownership of the Property, the Member has the right to receive pro-rata water deliveries based on the number of acres of the Property within North Sterling Irrigation District, including, but not limited to, water storage rights decreed to the North Sterling Reservoir by the decree entered in Case No. 2142 by the District Court in and for Water Division No. 1 on January 5, 1922 including:
 - a. Priority No. 53 A for 69,446 acre-feet, diverted at a rate of 300 cfs, from the South Platte River, with an appropriation date of June 15, 1908;
 - b. Priority No. 79 for 11,954 acre-feet, diverted at an additional rate of 411 cfs, from the South Platte River, with an appropriation date of August 1, 1915.

The foregoing water rights are described collectively hereinafter as the "North Sterling Reservoir Water Rights." A change of use for the North Sterling Reservoir Water Rights to include domestic, industrial, commercial, municipal, irrigation, stockwatering, recreation, fish and wildlife purposes, fire protection and all other beneficial uses, including augmentation, in addition to previously decreed uses for irrigation, recreation, wildlife and piscatorial purposes is being sought in Case No. 96CW1034, which is currently pending before the Water Court in and for Water Division No. 1. The Member's right to receive a pro-rata portion of the North Sterling Reservoir Water Rights shall be limited by and subject to the Operating Agreement, and shall be irrevocably pledged and leased to the Water Company pursuant to the terms of the Operating Agreement.



- 3. Representations and Warranties of Member. The Member hereby represents and warrants to the Water Company the following:
 - **a.** The Member is at least twenty-one (21) years of age.
- b. The Member is a land owner within the North Sterling Irrigation District and has pledged and leased to the Water Company the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights.
- Company and Public Service Company of Colorado, and has reviewed the Operating Agreement, and the Management Agreement between the Water Company and the North Sterling Irrigation District. Further, the Member has performed such investigations as the Member deems necessary, and has obtained such independent advice and counsel as required by the Member and the Member recognizes and accepts the risks and obligations associated with being a Member of the Water Company. No statement or material contrary to the information contained in the documentation provided by the Water Company has been given or made to the Member by the Water Company or its representatives. The Member expressly acknowledges that membership in the Water Company may result in a reduction in the amount of water available to the Member from the North Sterling Irrigation District.
- d. The Member expressly acknowledges that the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights is subject to restrictions on transfer as described in the Operating Agreement.
- 4. Authority to Reissue Membership Interest Certificate. In the event that (1) a Member of the Water Company excludes lands from the North Sterling Irrigation District that are subject to the Member's Subscription Agreement in accordance with the Operating Agreement, or (2) sells or otherwises conveys the Member's interest in the land in the North Sterling Irrigation District, the Member hereby authorizes the Water Company to cancel the Membership Interest Certificate issued to the Member, and issue to the Member or any Mortgagee of the Member or any successor of the Member, a new Membership Interest Certificate or certificates which contain the restrictions described in the Operating Agreement.
- portion of any tax assessment on the Property, the Water Company may pay the required assessment, and the Member expressly agrees that the Water Company shall have a lien on the Property for both the amount paid toward the tax assessment by the Water Company, and for any and all costs of recovering such funds from the Member, including attorneys' fees. The Member further agrees that the Water Company shall have the right to assess a carrying charge on such funds in the amount of one and one half percent (1 ½ %) per month until such funds have been repaid in full by the Member. The Member further agrees that until such time as the Water Company has been fully repaid by the Member for both the amount paid toward the assessment and any and all costs of recovering such funds from the Member, including the interest described in this paragraph and attorneys' fees, that the Member shall have no right to receive any amount payable to the Member under this Subscription Agreement from the Water Company, and that

such amounts shall be retained by the Water Company until both the amounts paid toward the assessment by the Water Company and any and all costs of recovering such funds, including the interest described in this paragraph and attorneys' fees have been recouped by the Water Company.

- 6. This Subscription Agreement shall terminate on the date the Lease Term. Agreement between Public Service Company and the Water Company terminates, unless continued as described in the Operating Agreement.
- 7. Recording. This Subscription Agreement shall be recorded at the office of the Logan County Clerk and Recorder, and the terms of this Subscription Agreement shall be a covenant running with the Property, and the above-referenced Membership Interest Certificate. and any and all replacement or alternative certificates, and running with the water rights represented by said Membership Interest, and running with the Member's right to receive delivery of a pro-rata portion of the North Sterling Reservoir Water Rights, and running with the Operating Agreement. This Subscription Agreement shall bind the Member, and the Member's agents, heirs, successors and assigns.
- Effective Date. This Subscription Agreement shall be effective on the date it is 8. accepted by the Water Company.

Signed this 2	day of October	, 2005.
		Two Mile Ranch, a general Partnership
Ram i general Partner		
	3	



ACCEPTED:

POINT OF ROCKS WATER COMPANY, L.L.C.

COLORADO

LIMITED

LIABILITY

COMPANY

For the Point of Rocks Water Company, L.L.C.

Management Committee

EXHIBIT A

The Member owns the following land within the North Sterling Irrigation District, and to the extent the following description includes land that is not located within the North Sterling Irrigation District, this Subscription Agreement shall not apply to any land not located within the North Sterling Irrigation District:

E1/2 AND SE1/ASW1/4 OF SEC, 13 AND M1/2NE1/4, NE1/ANW1/4, S1/2NE1/4, AND SE1/ANW1/4 OF SEC. 24, T9N, R53W OF THE 6^{14} P.M., LOGAN COUNTY, COLORADO,

EXCEPT THE TWO TRACTS OF LAND CONVEYED BY DEEDS RECORDED IN BOOK 817 AT PAGE 842 AND IN BOOK 824 AT PAGE 144 OF THE RECORDS OF LOGAN COUNTY, COLORADO, AND

EXCEPT A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, THENCE SOUTH
0'22/40' EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 2133,67 FEET;
THENCE NORTH 88*39'25' WEST A DISTANCE OF 33.86 FEET; THENCE NORTH 81*02'35' WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 61*12'0' WEST A DISTANCE OF 273.00 FEET; THENCE NORTH 49*57'06' WEST A DISTANCE OF 247.48 FEET; THENCE NORTH 57*24'15' WEST A DISTANCE OF 110.53 FEET;
THENCE NORTH 62*59'20' WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 59*47'15' WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 58*47'10' WEST A DISTANCE OF 197.04 FEET;
THENCE NORTH 73*25'35' WEST A DISTANCE OF 484.24 FEET; THENCE SOUTH 78*53'50' WEST A DISTANCE OF 98.24 FEET; THENCE NORTH 207'10' EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 050'30' EAST A DISTANCE OF 664 60 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH 0'50'30" EAST A DISTANCE OF 854.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89"66"50" EAST A LONG THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89"66"50" EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1228.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.81 ACRES, MORE OR LESS, SUBJECT TO COUNTY ROAD RIGHTS-OF-WAY ALONG THE NORTH AND EAST LINES OF SAID SECTION 13.

HIGHLINE ELECTRIC ASSOCIATION IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 05 day of MARCH , 200	7 by and between Highline Electric Association, hereinafter
referred to as the "Association" and <u>TWO MILE RANCH</u> , hereinafter referred to a	as the "Owner".
WITNESSETH: That as such times as the Association makes electric energy available to the Owner, monthly to the Association for all electric energy used on the following described premises, less any p	the Owner agrees to purchase from the Association and pay
	raices or land in the following description owned by others:
NE/SE 1/4 of Section 13 Township 09 N Range 53 W County Logan	State <u>Colorado</u>
Nameplate Horsepower 25 Phase 3	
The charges for this service and the Rules and Regulations governing the same shall be as provided	in the general Rules and Regulations of the Association, and
any such future changes in those Rules and Regulations as may hereafter be adopted by the Associati	ion.
ANNUAL MINIMUM CHARGE: Except where the line extension policy results in a higher minimum shall be based upon the billing horsepower as adopted by the Association. In no event we	mum, normally for the first tive years after construction, the
single phase service or 15 horsepower for three phase service.	the bining norsepower be less flight 7 1/2 horsepower for
DETERMINATION OF BILLING HORSEPOWER: The billing horsepower will be the input h	orsepower as measured by a suitable electric meter under
stabilized and normal operating conditions.	
MINIMUM CHARGE: After the first five years, if the Owner receiving service under an irrigation April 15, that if the Owner desires to have the Association facilities remain, but does not intend	to use any electricity, the minimum charge for leaving the
facilities in place shall be one half of the normal minimum under contract then in force. The contract	at shall remain in full force and effect if notice is not given on
or before April 15, of the current year, and the full contract minimum shall be paid by the Owner.	
PAYMENT: Owner agrees to pay billing as provided in the Rules and Regulations of the Association	. If the Owner, during the preceding year, was delinquent in
payments due, the Association may require in advance a deposit in an amount equal to the highest of operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered.	one month billing for the most recent year that the service was
that s/he alone shall be responsible for payment of all charges for this service, but the Owner m	and delinquent for deposit purposes. The Owner turther agrees are request the billing he sent to another for narmost. The
Owner further agrees that the indebtedness incurred under this contract shall be a	considered as a lien against the real estate above
described and may be enforced by foreclosure thereof, the same as any other va	lid 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 situate	ed 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 to Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.	he terms of this contract or toreclose the lien thereunder, the
TERM AND CANCELLATION: The initial term of this agreement shall be for five (5) consecutive irr	igation seasons from the date service was originally installed
Following completion of five (5) years, this agreement shall be for one (1) year at a time and shall	I automatically be renewed unless the Owner shall give the
Association written notification, by April 15 , of his unwillingness to pay the annual minimum. F	ollowing such written notice, this contract shall be deemed
terminated, and service to the irrigation well may be reinstated only upon execution of a new control	act having a term of one (1) year providing the Association's
equipment has not been removed. Following cancellation of this contract, the Association may ren further notice to the Owner. If the line is retired and the same owner requests reinstallation of this	nove the facilities needed to serve the irrigation well without
reinstallation costs less material. In the event that the land being irrigated by this service is removed	from irrigated production during the initial five year term of
the contract all present and future minimum payments as described in this contract, shall become imm	nediately due and payable and the Association shall have the
right to remove the facilities needed to serve the irrigation well.	
EASEMENT : The Owner hereby agrees to grant to the Association the necessary rights of way and premises herein above described, its electric distribution and service lines and appliances, and also the	easements to construct, operate, repair and maintain on the
parts of the electric system.	e right to cut of that frees necessary to keep them clear of all
RIGHT OF ACCESS: Owner agrees to provide and maintain an access road to the irrigation well a	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 facilitie	es. 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 MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE : It is agreed the Association will	crops.
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 hilled for the actual cost of underground cobbs and installation, however, the Association will be a set of underground cobbs.	on, 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 o be liable for crop damage on the original installation or when doing maintenance thereafter. If the	whership of the underground cable. The Association will not
service makes this service vulnerable to gopher damage, the Owner will be requested to furnish cond	uit or install and maintain the underground service including
main disconnect switch. All previous irrigation contracts pertaining to this particular well location beto	ween the Association and Owner are hereby terminated and
canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the p	parties hereto.
IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of05 ,MARCH	, 2007 mt
	, 20
TWO MILE RANCH [Owner's Name Typed]	
	_ <
Description	multinate
(Description)	Manager
60773 NORTH HWY 61	brauer and a control of the control
(Address)	OFFICE USE ONLY
STONEHAM, CQ 80754	Account # 8321646
(City/Signer/Zip Gode)	Account#
VIHub O Yan his	8/C #131
(Owner Signature) (Title)	s/o # 24745
/ (title)	JO #_STLG#1877
970-437-5751	2007-149
Telephone #	Previous Owner & Account #:
Aurmall Henner	
(Signature of Witness - Not a Relative)	Customer Copy
11/2006/irrpcsedglogan	1 /

ELECTRIC LINE - RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether one or more) <u>Two Mile Ranch</u> (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Highline Electric Association, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Holyoke, Colorado, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of <u>Logan</u> , state of <u>Colorado</u> , and more particularly described as follows:
For construction of overhead power line running north and south along the east side of the Southeast quarter section 13.
Section <u>13</u> , Township <u>9</u> , North, Range <u>53</u> , West of the Sixth P.M.
and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association, or corporation.
The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.
The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of the encumbrances and liens of whatsoever character except those held by the following persons:
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10th day of 4001, 2017.
STATE OF COLORADO
(County of LOGAN) The foregoing instrument was acknowledged before me this to day of ARIL, 2017, 20
The foregoing instrument was acknowledged before me this loday of MRIL, 2017 20_, by Section Expression expires:
My Commission expires: 2-18-19 Notary Public

ERIC DEAN ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154066945
MY COMMISSION EXPIRES FEB. 18, 2019



735666 08/31/2017 12:06 PM B: 01023 P: 840 CONTRACT Page: 1 of 1 R \$13.00 D \$0.00 T \$13.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

Highline Electric Association

IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 28day referred to as the "Association" and LARDYN CONSULTWITNESSETH: That as such times as the Association makes and pay monthly to the Association for all electric energy use owned by others:	TING LLC electric energy available to the Owner, th	, hereinafter referred to as the "Owner". ne Owner agrees to purchase from the Association
SE 1/4 of Section 13 Township 09 N Ran	ge <u>53 W</u> County <u>LOGAN</u>	State <u>COLORADO</u>
Nameplate Horsepower_25	Phase 3	
The charges for this service and the Rules and Regulations Association, and any such future changes in those Rules and R ANNUAL MINIMUM CHARGE: Except where the line extension minimum shall be \$500.00 per year. DETERMINATION OF BILLING HORSEPOWER: The billing is stabilized and normal operating conditions. PAYMENT: Owner agrees to pay billing as provided in the delinquent in payments due, the Association may require in a year that the service was operating normally. Any service inocupurposes. The Owner further agrees that s/he alone shall be rebe sent to another for payment. The Owner further agrees against the real estate above described and may be entered association may record this instrument in the office of the pame, it shall be notice of said obligation. In the event it shout contract or foreclose the lien there under, the Owner agrees the TERM AND CANCELLATION: The initial term of this agreement installed. Following completion of five (5) years, this agreement installed. Following completion of five (5) years, this agreement has not been removed to serve the irrigation well without further notice to the Owner equired to prepay twice the estimated reinstallation costs is irrigated production during the initial five year term of the continued in the premises herein above described, its electric distribution them clear of all parts of the electric system. RIGHT OF ACCESS: Owner agrees to provide and maintain and and employees for the purpose of reading the meter and for that the Association's equipment may readily reach the meter MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE: lack of proper motor protective equipment or from damage of power, for any reason beyond its control. UNDERGROUND SERVICE: If the Owner will be using self-provide in the underground service makes this service we maintain the underground cable the Association will install and maintain the underground cable the Association and Owner are hereby terminated and cancele the parties hereto.	Regulations as may hereafter be adopted on policy results in a higher minimum, not horsepower will be the input horsepower. Rules and Regulations of the Association advance a deposit in an amount equal to colved in bankruptcy or receivership procees that the indebtedness incurred unforced by foreclosure thereof, the same that a reasonable amount of attorney's fewer at the same own for the Association and the same own that a reasonable amount of attorney's fewer that the foreign for the Association and the same own that a reasonable amount of attorney's fewer that the first one of the Association of the same own the same own that a reasonable amount of attorney's fewer that the language of the Association of the contract of the same own the right to remove the facilities needed that on the necessary rights of way and earlies the right to remove the facilities needed that on the necessary rights of way and earlies and service lines and appliances, and a same of the Association will not be required to cross irrigation dies to a point determined by the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will ropelled watering equipment that could the same of the Association will result installation or when doing mainten will result. All previous irrigation contracts	by the Association. Tormally for the first five years after construction, the cer as measured by a suitable electric meter under con. If the Owner, during the preceding year, was the highest one month billing for the most recent eledings shall be considered delinquent for deposit of this service, but the Owner may request the billing der this contract shall be considered as a lien came as any other valid lien on real estate. The contract shall be considered as a lien came as any other valid lien on real estate. The contract shall be considered as a lien came as any other valid lien on real estate. The contract shall be considered as a lien came as any other valid lien on real estate. The contract shall automatically be enforce the terms of this estand costs may be added hereto. Spation seasons from the date service was originally deshall automatically be renewed unless the Owner commun. Following such written notice, this contract in of a new contract having a term of one (1) year of the Association may remove the facilities needed here requests reinstallation of this line, Owner will be do being irrigated by this service is removed from anyments as described in this contract, shall become to serve the irrigation well. Sements to construct, operate, repair and maintain calso the right to cut or trim trees necessary to keep to grant the use thereof to the Association's vehicles ties. Such road shall be so located and maintained itches or crops. Itable for any damage occasioned by the failure or not be liable for failure to furnish power or failure or not be liable for failure to furnish power or failure that will retain ownership of the underground cable. In the requested to furnish conduit or install and pertaining to this particular well location between
IN WITNESS WHEREOF the parties have hereunto affixed their	ir signatures as of $\frac{\mathcal{H}-28-}{}$	-2011 AL
LARDYN CONSULTING LLC (Owner's Name Typed)		
(Description)		Mod James Manager
18413 CO RD 42.5 (Address)		OFFICE USE ONLY
		Account # 8425 323
STERLING CO 80751 (City/state/Zip Code)		Account # D 4 A D J A G
r Plece Vook		R/C#
(Owner Signature) (Title)		J/O #
970-580-7180 (Telephone #)		-
(Telephone #)		Previous Owner & Account #: TWO MILE RANCH
(Jum m Dunney		8321646
(Sign ét ére of Witness - Not a Relative)		Customer Copy

AFFIDAVIT RE: SCRIVENER'S ERROR PURSUANT TO C.R.S. 38-35-109(5)

STATE OF COLORADO)
(SS:
COUNTY OF LOGAN)

I, Kristen Boxberger, being first duly sworn upon oath under penalty of perjury, states and avers as follows:

- 1. I am the owner of Northeast Colorado Title Company, LLC. I have personal knowledge of and can testify in a court of competent jurisdiction regarding the facts set forth herein.
 - 2. The legal description of the land affected hereby is the following:

Township 9 North, Range 53 West of the 6th P.M., Logan County, Colorado:

Section 13: El/2 and SE1/4SW1/4

EXCEPTING from the NEI/4 of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado more particularly described as: Beginning at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51 '40" West a distance of 373.40 feet; thence North 60°11 '20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet to a point on the North line of said Section 13; thence North 89°56'50" East along the North line on said Section 13 a distance of 1826.44 feet to the point of beginning, subject to county road rights-of-way along the North and East lines of said Section 13.

TOGETHER WITH an Access and Utility Easement in the Northeast Quarter (NEI/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the

true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

SUBJECT TO: An Access and Utility Easement in the Northeast Quarter (NE1/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

Together with buried irrigation pipeline of which the approximate location of said pipeline is shown on survey plat dated 3-15-05; along with an easement to deliver said irrigation water via the pipeline and the right to replace, repair, and maintain said pipeline.

3. The record owner of the land affected hereby is:

Lardyn Consulting, LLC

4. The instruments affecting the land, which contain Scrivener's Errors:

Warranty Deed between Two Mile Ranch, grantor, and Lardyn Consulting, LLC, grantee, dated April 27, 2017, and recorded April 28, 2017, at Book: 1021 Page: 796, Reception No.733623 in the official records for the County of Logan, State of Colorado.

Real Estate Deed of Trust for the benefit of Farmers State Bank – Bridgeport dated April 27, 2017, and recorded April 28, 2017, at Book: 1021 Page: 798, Reception No.: 733625

Real Estate Deed of Trust for the benefit of Farmers State Bank – Atkinson dated June 20, 2019, and recorded July 1, 2019, at Book: 1033 Page: 638, Reception No.: 745310.

5. The Scrivener's Error, which is to be corrected by this affidavit:

The legal description in the foregoing described Warranty Deed and Real Estate Deeds of Trust incorrectly reads:

Township 9 North, Range 53 West of the 6th P.M., Logan County, Colorado:

Section 13: El/2 and SE1/4SW1/4

EXCEPTING from the NEI/4 of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado more particularly described as: Beginning at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51 '40" West a distance of 373.40 feet; thence North 60°11 '20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet to a point on the North line of said Section 13; thence North 89°56'50" East along the North line on said Section 13 a distance of 1826.44 feet to the point of beginning, subject to county road rights-of-way along the North and East lines of said Section 13.

TOGETHER WITH an Access and Utility Easement in the Northeast Quarter (NEI/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

SUBJECT TO: An Access and Utility Easement in the Northeast Quarter (NE1/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance

© 34

of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

Together with buried irrigation pipeline of which the approximate location of said pipeline is shown on survey plat dated 3-15-05; along with an easement to deliver said irrigation water via the pipeline and the right to replace, repair, and maintain said pipeline.

6. The legal description is hereby corrected to read:

Township 9 North, Range 53 West of the 6th P.M., Logan County, Colorado:

Section 13: El/2 and SE1/4SW1/4

EXCEPTING from the NEI/4 of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado more particularly described as: Beginning at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51 '40" West a distance of 373.40 feet; thence North 60°11 '20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet to a point on the North line of said Section 13; thence North 89°56'50" East along the North line on said Section 13 a distance of 1826.44 feet to the point of beginning, subject to county road rights-of-way along the North and East lines of said Section 13.

TOGETHER WITH an Access and Utility Easement in the Northeast Quarter (NEI/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13

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feet; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

SUBJECT TO: An Access and Utility Easement in the Northeast Quarter (NE1/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53′50" West a distance of 95.24 feet; thence North 2°07′10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

Together with buried irrigation pipeline of which the approximate location of said pipeline is shown on survey plat dated 3-15-05; along with an easement to deliver said irrigation water via the pipeline and the right to replace, repair, and maintain said pipeline.

7. The Affiant herein acknowledges that he/she is, by this instrument, testifying under penalty of perjury.

Further Affiant sayeth not.

Kristen Boxberger

Acknowledged, subscribed and sworn to before me this 3 day of April, 2023 by Kristen Boxberger, owner of Northeast Colorado Title Company, LLC.

My commission expires: 2/27/2027

Witness my hand and official seal.

ERIN L WATLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20194008042
NY COMMISSION EXPIRES FEBRUARY 27, 2027

Notary Public

4885-2122-4028, v. 1

Certificate No. 7/7/
To all to Whom these Presents shall come, GREETING:
Whereas, Pascal a. Delano of Logan County Colorado
ha Adeposited in the General Land Office of the United States a Certificate of the Register of the Land Office
Desirer Colorado whereby it appears that full payment has been made by the sa Pascal a. Delano
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further pr
vision for the sale of the Public Lands," and the acts supplemental thereto, for <u>Me South half of</u> The north teast quarter and the East half of the South East quarter of section eightein, in Township seine horth of Plange fifty two West of The Sixt Principal Meridian in Colorado containing one landred and eighty acres.
granding to the Official Plat of the Survey of the said Lands returned to the Control of the Survey
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 Pascal and Plano
Now Know Ye, That the United States of America, in consideration of the premises, and in conformi
with the several Acts of Congress in such case made and provided, have given and granted, and by these presen
do give and grant unto the said Pascal A. Delano
and to Lus heirs, the said Tract above described: To Have and to Hold the same, together with a
the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the sa Pascal A. Delamo
and to Lish heirs and assigns forever; subject to any vested and accrued water rights for mining, agr
cultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with suc
water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, an
also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should th
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 American
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 Lighteenth
day of October, in the year of our Lord one thousand eigh
hundred and Isriely, and of the Independence of the Unite
[SEAL] States the one hundred and fifteentle
BY THE PRESIDENT: Dengamin Harrison
By Ellen Marfarland ast Secretary
Recorded, Vol. 13 Page 156 Connell Recorder of the General Land Office
Filed for Record the 1 21 day of Opsil A. D. 189/, at 1/ o'clock Q M
Colien. L. Lake Recorder
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Land Office at de by the said f further pro-Office by the in conformity hese presents ther with all nto the said uning, agria with such Courts, and should the States of America, to affixed. ousand eight of the United Secretary. Land Office.

6. 24253 PRO-AMPTION AND CABH; HNTRY PATHNT,—1107,—John Morris Company, Printers and Manufacturing Mathemers, Chicago.
THE UNITED STATES OF AMERICA,
Certificate No. 70 - To all to Whom these Presents shall come, GREETING:
Whereas, Rossella Buchanan of Logan County Loolivado
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Skirling Colorado, whereby it appears that full payment has been made by the said
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further pro-
vision for the sale of the Public Lands," and the acts supplemental thereto, for The East half of the South Frest quarter and the West Hulf of the South East quarter of Section eighteen in Township, nine Worth of Runge Fifty. This West of the Sixth Principal Meridian in Colorablo 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
Wesuth Buchanan
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.
and to 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
and to heirs and assigns forever; subject to any vested and accrued water rights for mining, agri-
cultural, 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, Sura Colorado 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 Thirteenth day of March ____, in the year of our Lord one thousand eight hundred and Muli three, and of the Independence of the United States the one hundred and seventeenth

BY THE PRESIDENT: Grover Cleveland

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No. 209818

ASSIGNMENT OF WAGES

\$60.00

For a valuable consideration I hereby assign and transfer to John Riley all my wages or salary now earned and to be earned during the month of October, A. D. 1929, as police magistrate of the city of Sterling, Colorado, amounting to Sixty Dollars.

Dated at Sterling, Colorado, this 2nd day of Oct. A. D. 1929.

D. C. Smith
Police magistrate

I hereby consent to the above assignment of wages this 2nd day of October A. D. 1929.

Emma C. Smith
Wife of D. C. Smith.

STATE OF COLORADO,) ss. County of Logan)

D. C. Smith and Emma C. Smith, wife of D. C. Smith, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument of writing, and who executed the same, appeared before me on this 2nd day of October, A. D. 1929, in person, and each for himself and for herself acknowledged the foregoing instrument of writing to be his and her free and voluntary act and deed for the uses and purposes specified therein.

Siven onder my hand and official seal this 2nd day of October, A. D. 1929.

My Commission expires Dec. 1st, 1929.

W. Mabry King Notary Public.

This instrument was filed for record in my office at 3:55 o'clock P. M. Oct. 2, 1929, and is duly recorded in book 275 page 399.

Edith Kane, Recorder

Donnell Lawrence, Deputy

oEFPo

No. 209841

AGREEMENT

THIS AGREEMENT, Made and entered into this 3rd day of September, A. D. 1929, by and between ALICE D. BUCHANAN, as party of the first part, and THE PLATTE VAILEY LUMBER COMPANY, a corporation, as party of the second part, WITNESSETH:

That, Whereas, the party of the first part is the owner of the South Half of the Northeast Quarter ($S_2^1 NE_4^1$) and all of the Southwest Quarter ($S_4^1 NE_4^1$) of Section Eighteen (18), Township Nine (9), North of Range Fifty-two (52), West of the Sixth Principal Meridian, and

Whereas, the party of the second part is the owner of the Northwest Quarter (NW_4^2) of Section Eighteen (18), Township Nine (9), North of Range Fifty-two (52) West of the Sixth Principal Meridian, and

Whereas, both parties are desirous of providing for drainage of portions of their respective properties, and

Whereas, the said party of the second part is willing to construct a drainage ditch for said purpose upon its own property, as well as upon the property of the party of the first part, and

Whereas, the said parties are mutually desirous of arranging for an exchange of certain properties owned by them, LT IS THEREFORE AGREED between the said parties as $\frac{1}{40}$

follows, to-wit:

The party of the first part hereby agrees to grant, and does hereby give, grant and convey to the party of the second part, a right-of-way or easement for said drainage ditch above mentioned, and does hereby grant and give the right for the immediate construction thereof. Said right-of-way or easement to consist of a strip of land not exceeding One Hundred (100) feet in width, and generally located as appearing on the plat hereto attached, and which is, by reference, made a part hereof, and more particularly described as follows, to-wit:

A strip of land One Hundred (100) feet in width, the center line thereof being located at a point on the North and South center line of Section Eighteen (18), Township Nine (9), North of Range Fifty-two (52), West of the Sixth Principal Meridian, said center line of said strip of land being 536 feet North of the Southeast corner of the Northwest Quarter (NW4) of said Section Eighteen (18), and said strip of land bearing South 65 degrees 6. East, 870 feet to the point of intersection with the bank of Cedar Creek.

Party of the second part further agrees to construct and complete, at its own expense and in conformity with good engineering practice, the said proposed drainage ditch, and generally located in accordance with the annexed plat, and agrees, at its own expense, to furnish materials for the construction of a headgate upon Cedar Creek at the point indicated in the ammexed plat, said headgate to be used for the purpose of conducting waters from Cedar Creek into said drainage ditch, in order to properly flush and scour said drainage ditch.

The party of the first part to have the right reserved to her to waste such waters through said drainage ditch at such times and upon such occasions as it may appear necessary to the party of the first part, and it being further agreed that the party of the second part, its successors or assigns, shall have the right to waste waters through said drainage ditch for the purpose of flushing and scouring said ditch at any time between the first day of September of each year and the first day of May of the year following; provided that the said party of the first part, her successors or assigns, is not filling her reservoir or irrigating, and provided further that the said second party, its successors or assigns, shall at all times attempt, so far as possible, to maintain the waters in Cedar Creek at the usual low water level, and during the period above described shall not use to exceed One (1) Cubic Foot of water per second of time out of said Cedar Creek for the purpose of flushing out or scouring said ditch. It being mut wally covenanted and agreed that the said party of the second part, its successors or assigns, will not at any time attempt to waste waters through said drainage ditch out of Cedar Creek and by use of the headgate herein referred to, for any purpose other than that of flushing out and scouring their said ditch, as herein specifically mentioned.

It is understood and agreed that the said party of the second part is to immediately upon the completion of the construction of said drainage ditch, construct a substantial barbed wire fence on the South side of said ditch on the lands of the first party, and that at all times thereafter, while title to the lands herein described as belonging to the party of the first part shall remain vested in said first party or her heirs, shall maintain the same, and that, in consideration thereof, the said first party does hereby waive any and all claim for damage which she might have by reason of any loss of live Ostock occasioned through the construction and maintenance of said open drainage ditch

by the party of the second part; provided, however, that the said first party does not waive and surrender any claim for damages where it shall appear that the second party, its successors or assigns, have been negligent in the maintenance of said fence, and provided, further, that second party, its successors or assigns, shall not be liable for any claims for damage by reason of the manner of construction, operation or maintenance of said drainage ditch or the fence above mentioned claimed by any of the grantees or successors in interest of the first party or her immediate heirs,

It is further agreed that the party of the second part is to construct and maintain a substantial pile bridge across the drainage ditch herein mentioned, said bridge to be located on the center section line between the lands of the parties hereinbefore described, said bridge to be Sixteen (16) feet in width and of regular bridge plank construction.

It is further understood and agreed by and between the parties hereto, that any consent by the party of the first part to the construction and maintenance of the open drain ditch above referred to shall in no wise constitute any waiver of rights by the party of the first part in and to any waters of Cedar Creek by reason of priority rights heretofore acquired by the party of the first part.

It is further agreed that in order to permit the party of the second part to complete the construction of said drainage ditch in as large a part as possible upon the lands owned by the said second party, that the said parties hereto will exchange, by a proper deed of conveyance, certain small tracts of land, more particularly described as follows:

That the party of the first part will convey to the party of the second part a triangular piece of land containing approximately 25,000 square feet, and lying South of the South line of the Northwest Quarter (NW_4^1) of said Section Eighteen (18), and West of the bank of Cedar Creek, same being more particularly described as follows, to-wit:

Beginning at a point from whence the quarter corner on the West line of Section Eighteen (18), Township Nine (9), North, Range Fifty-two (52), West, bears South 88 degrees 50' West, 1255 feet; thence South 37 degrees 20' East, 41 feet; thence South 52 degrees 12' East, 43 feet; thence South 65 degrees 36' East, 31 feet; thence South 66 degrees 15' East, 136 feet; thence North 49 degrees 0' East, 90 feet; thence North 5 degrees 15' East, 85 feet; thence South 88 degrees 50' West, 300 feet, to the place of beginning.

That the party of the second part is to convey to the party of the first part, in exchange for the tract above described, a tract of land containing approximately 30,000 square feet, and lying in a bend of Cedar Creek North of the South line of said Northwest Quarter (NW1/2) of Section Eighteen (18), and more particularly described as follows, to-wit:

Beginning at a point from whence the quarter corner on the West line of Section Eighteen (18), Township Nine (9), North of Range Fifty-two (52), bears South 88 degrees 50' West, 1622 feet; thence North 26 degrees 35' East, 110 feet; thence North 48 degrees 10' East, 40 feet; thence North 60 degrees 50' East 70 feet; thence South 78 degrees 15' East, 50 feet; thence South 57 degrees 20' East, 50 feet; thence South 48 degrees 0' East, 60 feet; thence South 49 degrees 30' East, 126 feet; thence South 88 degrees 50' West, 340 42 feet to the place of beginning.

Said deeds of conveyance to be duly executed at the time of the signing of this contract, and then deposited, together with a copy of this contract, in The Commercial Savings Bank of Sterling, Colorado, in escrow, for a period terminating on January 1st, 1930.

It is understood that the lands of each of the parties are incumbered and that each of the said parties shall forthwith endeaver to obtain a partial release from said incumbrances of the particular tracts herein described, and to deposit said releases with said escrow bank before January 1st, 1930, and that upon the deposit of said releases, or either of them, the said escrow bank is to deliver to the proper party the deed to the particular tract, together with the partial release of the incumbrance thereon.

In the event that either of the said parties, or both of them, shall be unable to secure their certain releases by January 1st, 1930, the said escrow bank shall be authorized to deliver the deeds of conveyance to the respective grantees upon demand, or the said parties may, by mutual consent, extend the time for the purpose of obtaining said releases.

It is further agreed that in consideration of the granting of said right-of-way for said drainage ditch by the party of the first part, that the said party of the second part is to give, and does hereby grant and give to the said party of the first part, an easement or right-of-way for an irrigation ditch parallel to the North bank of Cedar Creek, where said creek runs through the lands of the second party in a meandering course in the South part of said lands. It being understood that said irrigation ditch is to follow the line of an old ditch now located North of the bank of said Cedar Creek, and it being further understood that said first party shall at all times keep and maintain said irrigation ditch as close as possible, and parallel to, the North bank of said Cedar Creek.

And it is further agreed that the said party of the second part does hereby grant and give to the party of the first part the right-of-way or easement for a private road. to be used for agricultural purposes in connection with the farming operations carried on on the lands of the first party, and that said right-of-way for road purposes is to follow the right-of-way of the ditch herein mentioned, parallel, and as close as possible to said ditch.

It is further agreed that if the said party of the first part should deem it necessary to install tile line for the purpose of draining lands owned by her in the North part of the Southwest Quarter (SW1) of Section Eighteen (18), Township Nine (9), North of Range Fifty-two (52), that the said first party shall have the right to cross the lands of the second party located nearest to the head of said drainage ditch, for the purpose of connecting therewith; provided that said tile line is constructed in a good, workmanlike manner and so as not to interfere with the farming and use of the lands of the party of the second part.

It is further understood and agreed that this contract, together with the terms and provisions thereof, shall be binding upon the heirs, successors and assigns of the said parties, who, IN WITNESS WHEREOF, have hereunto set their hands the day and date first above written.

ATTEST:

Percy L. Conklin Secretary

Alice D. Buchanan Party of the First Part.

THE PLATTE VALLEY LUMBER COMPANY, a corporation,

William H. Conklin President.

© Party of the Second part.

BEA'

STATE OF COLORADO,) ss.

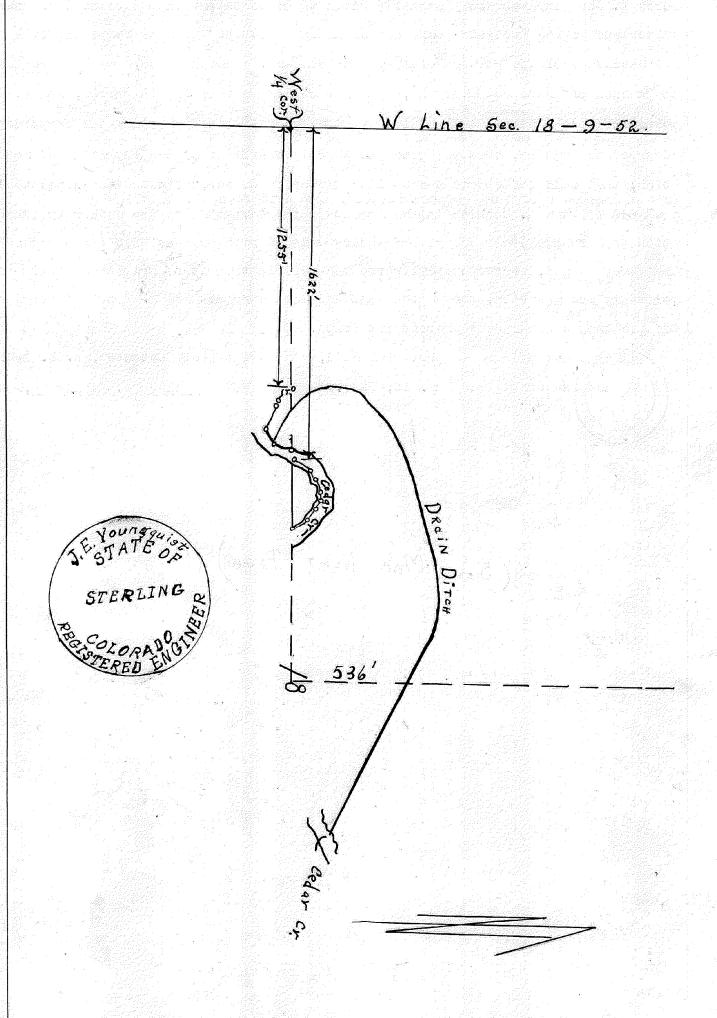
I, Clark W. Kinzie, a Notray Public in and for said Logan County, in the State aforesaid, do hereby certify that Alice D. Buchanan, who is personally known to me to be the party of the first part in the above and foregoing contract, and William H. Conklin, and Percy L. Conklin, who are personally known to me to be the same persons whose names are subscribed to the foregoing contract as having executed the same respectively as President and Secretary of The Platte Valley Lumber Company, a corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that is the President of said corporation, and the said Percy L. Conklin the said William H. Conklin/is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names there to as President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 3rd day of September, A. D. 1929.

My commission expires Jan. 15, 1933.

Clark W. Kinzie , Notary Public.

(See MAP NexT PAGE.)



This instrument was filed for record in my office at 2:45 o'clock P. M. Oct. 3, 1929, and is duly recorded in book 275 page 399.

Edith Kane, Recorder

Donnell Lawrence, Deputy

oEFPo

Logan Co. Colo. Doc. 1 559357 Recorded 8:00 o'clock A M. Charlene Craddock DeputyPIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Hamil Brothers Land Co., 17880 County Road 16, Atwood, Colorado 80722, hereinafter designated "Grantor", whether one or more, for and in consideration of the sum of One Hundred Dollars per month (\$100.00/month) paid to Grantor and Fifty Dollars per month (\$50.00/month) paid to William K. McNear and James H. McNear, Route 2, Sterling, Colorado 80751, and other good and valuable considerations in hand paid by ENSTAR Petroleum, Inc., 1125 17th Street, Suite 2040, Denver, Colorado 80202, hereinafter designated "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, the right, from time to time, to lay, construct, reconstruct, replace, rehew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of oil, petroleum or any of its products, gas, water and other substance, or any thereof, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantor's land situated in the County of Logan, State of Colorado, described as follows:

> Township 9 North, Range 52 West Section 18: S/2NE/4, S/2

for a pipeline extending from the Iliff-Ertle 18-1 Tank Battery located in the SE/4NW/4 of Section 18, Township 9 North, Range 52 West, to a point of intersection with the Hamil Brothers 18-1 well located in Section 18, Township 9 North, Range 52 West, together with rights of ingress and egress to and from said line or lines, or any of them, for the purposes, aforesaid.

The Grantor reserves the right to use and fully enjoy the above described premises, subject only to the rights hereinbefore granted.

All pipe laid under this Grant shall be buried a depth of four (4) feet below the surface of the ground.

To have and to hold said easements, rights and rights-of-way, unto the said Grantee, its successors and assigns, until the Iliff-Ertle 18-1 well has reached its economic limit, or been plugged and abandoned. At such time this agreement and the terms and conditions as stated herein shall expire.

Upon completion of construction of each pipeline laid hereunder, Grantee shall restore the surface of lands utilized in the installation thereof to its original condition.

HAMIL BROTHERS LAND COMPANY

The foregoing instrument was acknowledged before me this 2th day of Course of HAMIL BROTHERS I AND COMPANY HAMIL BROTHERS LAND COMPANY.

WITNESS my hand and official seal.

Commission expires: 6/30/87

Janua M. Logas

HIGHLINE ELECTRIC ASSOCIATION

Holyoke, Colorado

Irrigation Power Contract

THIS AGREEMENT, made and entered into this 26th day of March , 19	87
"Association" and Lowell Knudson, hereinafter referred to as the "C	Owner".
NITNESSETH: That at such times as the Association makes electric energy available to the Association for all electric energy used on the following described premises:	
	Logan , State of Colorado
Varneplate Horsepower: Voltage Single Phase	
The charges for this service and the rules and regulations governing the same shall be as pichanges in those Rules and Regulations as may hereafter be adopted by the Association.	rovided in the general rules and regulations of the Association, and any such future
ANNUAL MINIMUM CHARGE: Except where the line extension policy results in a higher min of rate adopted by the Association.	inimum for the first five years, the minimum shall be based on the billing horsepower
DETERMINATION OF BILLING HORSEPOWER: The billing horsepower will be the total or may elect to make written request for and prepay the Association's estimated cost of making a measured horsepower input to the motor under stabilized and normal operating conditions, re- norsepower output, in no event will billing horsepower be less than 7½ HP for single phase	a test of the horsepower input and the billing horsepower thereafter shall be the actual gardless of whether this tested horsepower input is greater or less than the nameplate
RENTAL CHARGE: After the first five years, if the Owner receiving service under an Irrig rrigation season, that he desires to have the Association facilities remain, but he does not int see half of the normal minimum under contract then in force. The contract shall remain in fu leason, and the full contract minimum shall be paid by the Consumer.	tend to use any electricity, the rental charge for leaving the facilities in place shall be
PAYMENT: Owner agrees to pay billing as provided in the Rules and Regulations of the As sower bill for this service through December 31 of said year the Association may require him to of the full minimum for the current year before service is connected.	ssociation. If the owner, during the preceding year was delinquent in payment of the to pay in the following year the amount of said delinquency plus a payment in advance
The owner further agrees that he alone shall be responsible for payment of all charges for this The owner further agrees that the indebtedness incurred under this contract shall be cont foreclosure thereof, the same as any other valid lien on real estate. The Association may recor estate is situated and after recording the same, it shall be notice of said obligation. In the event of this contract or foreclose the lien thereunder, the owner agrees that a reasonable amount	isidered as a lien against the real estate above described and may be enforced by red this instrument in the office of the proper County Clerk and Recorder where the real if it shall become necessary for the Association to employ counsel to enforce the terms
FERM AND CANCELLATION: The initial term of this Agreement shall be for five consecutive s used, and shall be deemed to extend automatically for subsequent seasons unless the owner unwillingness to pay the annual minimum.	re irrigation seasons following the date hereof regardless of whether or not the service shall have given written notice to the Association by the preceding February 1, of his
Following the giving of written notice by the Owner to the Association, as provided above, the einstated only upon execution of a new contract having a term of one year providing the Ass he manner described above, the Association may remove the facilities needed to serve the in ind the same owner requests reinstallation of this line, he will be required to prepay twice the or five years.	sociations equipment has not been removed. Following cancellation of this contract in rrigation well without further notice to the Owner of its intention. If the line is retired
RIGHT OF ACCESS: Owner agrees to provide and maintain an access road from the nearest head employees for the purpose of reading the meter and for maintenance of the Associative equipment may readily reach the meter and not be required to cross irrigation diffices or c	on's facilities. Such road shall be so located and maintained that the Association's
NOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE: It is agreed the Association protective equipment or from damage caused by lightning. The Association will not be liable	n will not be liable for any damage occasioned by the failure of lack of proper metor le for failure to furnish power or failure of power, for any reason beyond its control.
INDERGROUND SERVICE: If the owner will be using self-propelled watering equipment the maintain, the underground facilities to a point determined by the Association, but not past it able and installation, however the Association will retain ownership of the underground cal when poing maintenance thereafter. If the Association determines that the location of the under requested to furnish conduit, or install and maintain the underground service including maintenance.	the first main disconnect. The owner will be billed for the actual cost of underground ble. The Association will not be liable for crop damage on the original installation or derground service makes this service vulnerable to gopher damage, the owner will be
All previous irrigation contracts pertaining to this particular well location between the Ass binding upon the heirs, administrators, executors or assigns of the parties hereto.	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
IN WITNESS WHEREOF the parties have hereunto affixed their signatures in duplicate as	1.01 <u>4-3</u> 11 <u>87</u> .
	Highline Electric Association
Linel Burkon	Donald Clohuson
gnature of Owner Title	Manager
	- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Lowell Knudson	e29707D
wners Name & Tifle Typed Rt.2 17768 Cty.Rd. 39 Sterling,Co.	New Account No
ddress	10 No 4214 E
80751	Federal Land Bank (D.Hamil
$\mathcal{L}_{\mathcal{A}} = \mathcal{L}_{\mathcal{A}} = $	Formerly:
ignature of Witness (not a relative)	Former Account No. 0203647

FILED IN DISTRICT COURT LOGAN COUNTY, COLO.

ISTRICT COURT,

LOGAN COUNTY,

STATE OF COLORADO

DEC 1 5 1989

Case No. 89 CV 28

AMENDED JUDGMENT TO QUIET TITLE

EULA MAE GREEN, CLERK

LOWELL KNUDSON and BONNIE KNUDSON,

Plaintiffs,

vs.

DONALD DICKINSON; NORMA DICKINSON; W.E. DICKINSON, JR.; ELIZABETH DICKINSON; FEDERAL LAND BANK OF WICHITA A/K/A FARM CREDIT SERVICES, and all unknown persons who claim any interest in the subject matter of this action,

Defendants.

COMES NOW, the Court, and after considering the testimony and arguments of counsel, does hereby quiet the title to the followingdescribed property in the name of DONALD DICKINSON; NORMA DICKINSON; W. E. DICKINSON, JR.; and ELIZABETH DICKINSON, the Defendants in this action:

A tract of land in the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Nine North (9N), Range Fifty-two (52) West of the 6th P.M., in the County of Logan, State of Colorado, commencing at the northeast corner of said Northeast Quarter (NE1/4) of Section Eighteen (18), proceed South 1,374.37 feet on the East line of said Northeast Quarter (NE1/4) of Section Eighteen (18) to the northeast corner of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Eighteen (18), the point of beginning; thence continuing South 1,374.37 feet on said East line of the Northeast Quarter (NE1/4) of Section Eighteen (18) to the southeast corner of the Northeast Quarter (NE1/4) of Section Eighteen (18); thence North 88 48'40" West 10.00 feet on the south line of said Northeast Quarter (NE1/4) of Section Eighteen (18); thence North 0 38'15" West 1,374.52 feet to the north line of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Eighteen (18); thence South 89 23'00" East 25.30 feet more or less on said North line of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Eighteen (18) to the point of beginning; said tract containing 0.557 acres See Exhibit "A" attached hereto and more or less. incorporated herein by reference.

abject, however, to an easement reserved in the Plaintiffs, Lowell Knudson and Bonnie Knudson, which easement shall run with the land for the purpose of maintaining, repairing and using the underground pipe, pipe riser and valve

FURTHER, the Court orders the Plaintiffs, IOWELL KNUDSON and BONNIE KNUDSON, to pay the Defendants' costs of this action, each party to pay their own attorney's fees.

DONE THIS ______ DAY OF DECEMBER, 1989.

BY THE COURT:

JOSEPH J. WEATHERBY

District Judge

©

CENTIFIED TO BE A TRUE COPY OF THE ORIGINAL PECCED

COUNTY.

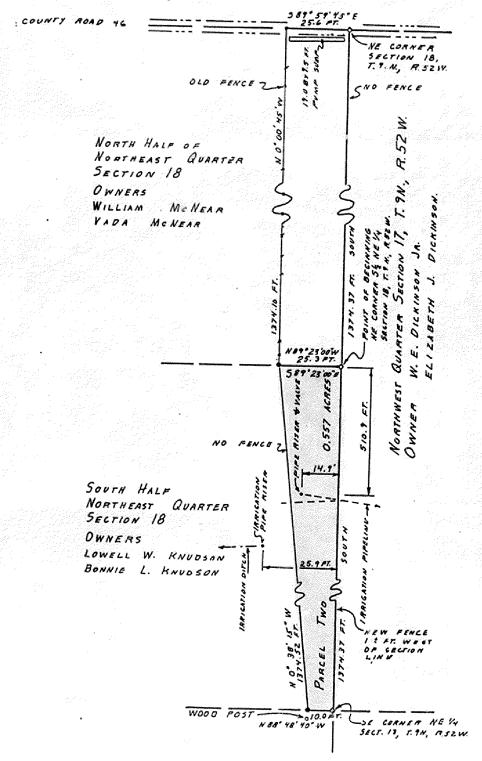
IN MY COSTORY THE DISTRICT COURT

LOCAN COLONIY, COLORADO

49

KNUDSON - DICKINSON

O. ACRES OF LAND IN THE 1/2 NE 1/4 OF SECTION 18, T.9N., R.52W. OF THE 6TH P.M. LOGAN COUNTY, COLORADO



©

HIGHLINE ELECTRIC ASSOCIATION

IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 10 day of APRIL , 2	2003 by and between Bighline Blectric
Association, hereinafter referred to as the "Association" and TWO MI referred to as the "Owner".	ILE RANCH , hereinafter
WITNESSETH: That as such times as the Association makes electric energy s to purchase from the Association and pay monthly to the Association following described premises, less any parcel of land in the following	for all electric energy used on the
SW 1/4 of Section 18 Township 09 N Range 52 W County LC	OGAN state COLORADO
Nameplate Horsepower 10	Phase 3
The charges for this service and the Rules and Regulations governing general Rules and Regulations of the Association, and any such future as may be eafter be adopted by the Association.	changes in those Rules and Regulations
ANNUAL MINIMUM CHARGE: Except where the line extension policy results first five years after construction, the minimum shall be based upon the Association. In no event will the billing horsepower be less than 7 l or 15 horsepower for three phase service. DETERMINATION OF BILLING HORSEPOWER: The billing horsepower will be a suitable electric meter under stabilized and normal operating conditions.	he billing horsepower as adopted by the /2 horsepower for single phase service the input horsepower as measured by a
RENTAL CHARGE: After the first five years, if the Owner receiving service notice to the Association on or before March 15, that if s/he desiremain, but does not intend to use any electricity, the minimum charge for be one half of the normal minimum under contract then in force. The coeffect if notice is not given on or before March 15, of the current years be paid by the Owner.	tres to have the Association facilities or leaving the facilities in place shall ontract shall remain in full force and ar, and the full contract minimum shall
PAYMENT: Owner agrees to pay billing as provided in the Rules and Regular during the preceding year, was delinquent in payments due, the Association amount equal to the highest one month billing for the most recent normally. Any service involved in bankruptcy or receivership proceeding the proses. The Owner further agrees that he alone shall be respect this service, but the Owner may request the billing be sent to another that the indebtedness incurred under this contract shall be considered the service, but the Owner may request the billing be sent to another that the indebtedness incurred under this contract shall be considered the service of the service of the service of the proper Consisted and may be enforced by foreclosure thereof, the same as any Association may record this instrument in the office of the proper Consisted is situated and after recording the same, it shall be notice of estate is situated and after recording the same, it shall be notice of the come necessary for the Association to employ counsel to enforce the tilen thereunder, the Owner agrees that a reasonable amount of attorney TERM AND CANCELLATION: The initial term of this agreement shall be following the date hereof regardless of whether or not the service is automatically for subsequent seasons unless the Owner shall have given we preceding March 15, of his unwillingness to pay the annual minimum. For the Owner to the Association, as provided above, this contract shall be irrigation well may be reinstated only upon execution of a new contract shall be irrigation well may be reinstated only upon execution of a new contract shall or irrigation well may be reinstated only upon execution of a new contract the Owner of its intention. If the line is retired and the same owner returned to prepay twice the estimated reinstallation costs le RIGHT OF ACCESS: Owner agrees to provide and maintain an access road tuse thereof to the Association. If the line is retired and employees for the purpose of the Association will not be liable for failure	lon may require in advance a deposit in tymar that the service was operating ngs shall be considered delinquent for consible for payment of all charges for for payment. The Owner further agrees as a lien against the real estate above, other valid lien on real estate. The unty Clerk and Recorder where the real said obligation. In the event it shall terms of this contract or foreclose the is fees and costs may be added hereto. Or five consecutive irrigation seasons a used, and shall be deemed to extend written notice to the Association by the llowing the giving of written notice by a deemed terminated, and service to the having a term of one year providing the fithis contract in the manner described rigation well without further notice to equests reinstallation of this line, he ass material. So the irrigation well and to grant the of reading the meter and for maintenance tained that the Association's equipment these or crops. It is not be liable for any damage or from damage caused by lightning. The re of power, for any reason beyond its age equipment that could not function if in the underground facilities to a point The Owner will be billed for the actual all retain ownership of the underground installation or when doing maintenance anderground service makes this service in conduit or install and maintain the rigation contracts pertaining to this arminated and execulted. This decrement
IN WITNESS WHEREOF the parties have hereunto affixed their signatures	** of10_APRIL
TWO MILE RANCH (Owner's Name Typed)	
(Description) 60773 NORTH HWY 61	Manager
STONEHAM, CO 80754 (City/State/zip code)	FOR OFFICE USE ONLY
Two Mile Ranch by Jonathan Manl	(/1/ (/15
970-437-5751 (Telephone #)	J/O #
(Signature of Witness - Wot a Relative)	LOWELL KNUDSON
Customer Copy	76794
08/97/irrpc	

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated February 5, 2018, is between TIMOTHY A. JORGENSEN, an individual ("Jorgenson"), and LARDYN CONSULTING, LLC, a Nebraska limited liability company ("Lardyn"), as follows:

RECITALS

- A. Jorgensen is the owner of a tract of land in Section 18, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, more particularly described on attached Exhibit A (the "Jorgensen Property"), which Jorgensen acquired from Lardyn.
- B. Lardyn is the owner of a tract of land in Sections 18 and 19, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, more particularly described on attached Exhibit B (the "Lardyn Property").
- C. Jorgensen wishes to receive from Lardyn an access easement from Logan County, Colorado, County Road 37 ("CR 37") over and across certain portions of the Lardyn Property, more particularly described on attached Exhibit C (the "Easement Area"), for purposes of vehicular, equestrian, and pedestrian ingress to and egress from the Jorgensen Property.
- D. Lardyn has agreed and is obligated to provide the Access Easement to Jorgensen as part of Jorgensen's acquisition of the Jorgensen Property from Lardyn.

THEREFORE, in consideration of the covenants herein contained and the obligations of Lardyn to Jorgensen as recited above, and other good and valuable consideration, receipt of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS/EGRESS EASEMENT

Subject to the terms of Section 2 of this Agreement, Lardyn hereby grants and conveys to Jorgensen, for the benefit of the Jorgensen Property, a perpetual, non-exclusive easement appurtenant to the Jorgensen Property, for the use and benefit of Jorgensen, his licensees, invitees, successors and assigns, for vehicular, equestrian, and pedestrian ingress and egress to and from the Jorgensen Property over, upon and across the Easement Area portion of the Lardyn Property as described on Exhibit C attached hereto and incorporated herein (the "Ingress/Egress Easement"). Neither Lardyn nor Jorgensen, their respective licensees, invitees, successors or assigns, shall prevent or materially interfere in any way with the free flow and passage of vehicular, equestrian, and pedestrian traffic over, to, from and between their respective properties by way of the Ingress/Egress Easement.

2. RESTRICTIONS ON USE OF INGRESS/EGRESS EASEMENT

a. Use and enjoyment of the Ingress/Egress Easement is limited to the personal and agricultural use of the Jorgensen Property by the owner of the Jorgensen Property and the licensees and invitees of the owner of the Jorgensen Property. The Ingress/Egress Easement may not be used for or to support any commercial use of the Jorgensen Property, including, but not limited, for use by any licenses or invitees who are paying for the right to use or possess or for services provided upon the Jorgensen Property such as, but not limited to, any payment for lodging, meals, or for hunting or other recreational rights.

b. Access to the Easement Area from CR 37 is protected by a gate where the existing road along the Easement Area joins CR 37 (the "Gate"). The Gate is protected by a lock and the owner of the Lardyn Property will provide the owner of the Jorgensen Property with a key to the Gate, or the combination or other means of locking and unlocking the Gate, so that the owner of the Jorgensen Property has continual access to the Easement Area. The owner of the Jorgensen Property agrees that he will cause and will cause his licensees and invitees to cause the Gate to be closed and locked immediately after passing through the Gate as part of the use of the Ingress/Egress Easement.

3. EXISTING CONDITIONS AND MAINTENANCE; TAXES

- a. The Easement Area describes an existing access road (the "Access Road") which is not paved, graveled, or laid with road base and is generally described as a farm road and is intended for use by some vehicles licensed for use on public roads and for farm and other vehicles and equipment ordinarily used in agricultural operations, including, but not limited to, tractors, combines, harvesters, wagons, and trucks (including tractor trailer combinations). The Access Road is not intended for low clearance vehicles, such as some passenger cars, and may, particularly in inclement weather, require a high clearance or 4-wheel drive vehicle for use.
- b. The owner of the Lardyn Property, at its sole expense, will maintain and repair the Access Road to maintain its current condition. Maintenance of the Access Road does not require plowing the road to remove snow or ice. The owner of the Lardyn Property will grade, repair and otherwise maintain the Access Road as a farm road, except, at such owner's sole discretion and cost, the owner of the Lardyn Property may upgrade and improve the condition of the Access Road.
- c. In the event the owner of the Lardyn Property fails to maintain the Access Road as required by this Section 2, then the owner of the Jorgensen Property may give written notice to the owner of the Lardyn Property specifying the failure. The owner of the Lardyn Property shall have thirty (30) days after receipt of such notice to cure the failure, or if such failure cannot be cured within thirty (30) days, the owner of the Lardyn Property shall commence curing the failure within the thirty (30) day period and diligently pursue the cure to completion. In the event the owner of the Lardyn Property fails to cure the failure as set forth herein, the owner of the Jorgensen Property may, but shall not be obligated, to cure the failure and may lien the Lardyn Property for all reasonable costs and expenses incurred in relation thereto, including interest incurred and reasonable attorneys' fees.
- d. The owner of the Jorgensen Property shall be responsible for and shall make, at its sole expense, all repairs necessary to repair any damage to the Access Road or within the Easement Area caused by the owner's, or the owner's licensees' or invitees', use of the Access Road and Ingress/Egress Easement, ordinary wear and tear excepted. The repair obligations of the owner of the Jorgensen Property under this subsection 3.d. are to make repairs to the same standard required of the owner of the Lardyn Property under subsection 3.b. of this Agreement.
- e. In the event of an emergency where damage to either the Jorgensen Property or the Lardyn Property is imminent due to circumstances arising within the Easement Area, either property owner hereunder may enter upon the other property owner's property (meaning the owner of the Jorgensen Property may enter upon the Lardyn Property and the owner of the Lardyn Property may enter upon the Jorgensen Property for the purpose of making emergency repairs) and make emergency repairs within the Easement Area, regardless of who is otherwise responsible for the repairs under this Agreement. All entries onto the other property owner's property and emergency repairs performed hereunder shall only be to the extent reasonably necessary to facilitate the intent of this subsection 3.e. A repairing property owner hereunder who did not otherwise have the obligation under this Agreement to make the repair may invoice the other for all reasonable costs of such emergency repairs, if that property

owner had the obligation under this Agreement to make such repairs, and otherwise for fifty percent (50%) of the amount of the reasonable costs of such repairs, and said amounts shall be paid to the repairing property owner within thirty (30) days of the receipt of such invoice by the non-repairing property owner. In the event the non-repairing property owner responsible for the repairs hereunder fails to pay the repairing property owner for reasonable costs incurred in making such emergency repairs, the repairing property owner may lien the Jorgensen Property or Lardyn Property, as applicable hereunder, for all reasonable costs and expenses incurred in relation thereto, including interest incurred and reasonable attorneys' fees.

- f. In making repairs under subsection 3.c., 3.d., or 3.e. of this Agreement, the owner of the Jorgensen Property shall not permit the filing of any mechanics' lien or other liens against the Easement Area or any other portion of the Lardyn Property and if any such liens are filed, then the owner of the Jorgensen Property shall immediately cause such liens to be removed or bonded over and shall indemnify. defend, and protect the owner of the Lardyn Property from any expense, cost, liability, or judgment as a result of such lien(s), including any reasonable costs and attorney's fees incurred by the owner of the Lardyn Property in defending against or protecting the Lardyn Property from such liens and in enforcing its rights under this subsection 3.f. against the owner of the Jorgensen Property. In making repairs under subsection 3.e. of this Agreement, the owner of the Lardyn Property shall not permit the filing of any mechanics' lien or other liens against the Jorgensen Property and if any such liens are filed, then the owner of the Lardyn Property shall immediately cause such liens to be removed or bonded over and shall indemnify, defend, and protect the owner of the Jorgensen Property from any expense, cost, liability, or judgment as a result of such lien(s), including any reasonable costs and attorney's fees incurred by the owner of the Jorgensen Property in defending against or protecting the Jorgensen Property from such liens and in enforcing its rights under this subsection 3.f. against the owner of the Lardyn Property
- Each property owner owning property subject to this Agreement in fee title shall pay all real property taxes and assessments on such property owned by it.
- All remedies for the reimbursement or recovery of costs under this Section 3 shall survive h. the termination of this Agreement.
- RELOCATION: SUBSTITUTE ACCESS; TERMINATION OF INGRESS/EGRESS 4. EASEMENT.
- The owner of the Lardyn Property shall have the right to relocate the Access Road within the Lardyn Property so long as the relocated Access Road provides substantially the same ingress and egress access to and from the Jorgensen Property as the prior location of the Access Road. Upon any such relocation, the owners of the Lardyn Property and the Jorgensen Property agree to amend this Agreement and its description of the Easement Area.
- b. Either the owner of the Lardyn Property or the owner of the Jorgensen Property, at its own expense, may obtain a survey of the Easement Area as it then-exists by a licensed Colorado surveyor and upon such survey being certified to both the owner of the Lardyn Property and the owner of the Jorgensen Property, such owners agree to amend this Agreement and its Exhibit C to reflect the legal description of the Easement Area as made by such survey and to record such amendment in the real property records of Logan County, Colorado.
- The owner of the Lardyn Property shall have the right, at any time, to terminate the c. Ingress/Egress Easement granted under this Agreement and this Agreement upon providing an alternative easement to the Ingress/Egress Easement which alternative easement would provide a perpetual, nonexclusive easement upon terms substantially similar to the terms of this Agreement for ingress to and

egress from the Jorgensen Property over, upon and across an easement area comprising the 30 to 50 most easterly feet of the SE¼ of the SW¼ of Section 7, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, south of Logan County Road 46 and the 30 to 50 most easterly feet of the NW¼ of Section 18, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado (the "Replacement Easement Area"). For purposes of this Section, terms of an alternative easement shall be considered substantially similar to the terms of this Agreement even if the Jorgensen Property has to bear its proportionate cost, determined on an equitable basis, of maintaining any roadway within the Replacement Easement Area.

d. The owner of the Jorgensen Property shall have the right, at any time, to terminate the Ingress/Egress Easement and this Agreement be recording in the real property records of Logan County, Colorado, a statement referencing this Agreement, as recorded in said County, indicating that the Ingress/Egress Easement and this Agreement are terminated as of the date set forth in such statement.

5. RESTRICTIONS

- a. Insofar as practicable and consistent with the rights granted herein, the parties shall restore the surface of the other party's property to the condition that existed immediately prior to the commencement of any surface disturbing activities performed by the party as permitted hereunder.
- b. The Ingress/Egress Easement granted herein shall be subject to all restrictions, covenants, rights, limitations, easements, liens, and encumbrances of record and/or apparent on the ground.
- c. Nothing in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area, the Lardyn Property or the Jorgensen Property.

6. LIABILITIES DURING THE TERM OF THE EASEMENTS; INSURANCE

- Any and all liability for personal injury, death or property damage as may be incurred by the owner of the Jorgensen Property, its agents, contractors, subcontractors, employees, licensees, invitees, successors or assigns, as a result of, arising out of, or relating to the exercise of the rights under the Ingress/Egress Easement granted hereunder or the use or occupancy of the Easement Area or the Ingress/Egress Easement, shall be borne by the owner of the Jorgensen Property and the owner of the Lardyn Property shall have no liability therefore except for its own gross negligence or willful misconduct. During the respective period of property ownership of the Jorgensen Property, each such owner of the Jorgensen Property agrees to indemnify and hold harmless the owner of the Lardyn Property, its successors and assigns, against any loss or damage, including reasonable attorney's fees and costs as may be incurred by the owner of the Lardyn Property, it's successors or assigns, resulting from, arising out of or being attributable to the use of the Easement Area or Ingress/Egress Easement by the owner of the Jorgensen Property, its agents, contractors, subcontractors, employees, licensees, invitees, successors or assigns, except for any such loss or damage resulting from or arising out of or being attributable to the gross negligence or willful misconduct of the owner of the Lardyn Property, its successors or assigns. This Section 6 shall survive the termination of this Agreement and the Ingress/Egress Easement.
- b. The owner of the Jorgensen Property, at its sole cost and expense, shall procure and maintain public liability and property damage insurance against claims for personal injury, death, or property damage (including for each contractual or assumed liability under this Agreement) occurring upon the Jorgensen Property or the Easement Area, or any other portion of the Lardyn Property permitted to be used under Subsection 3.e. of this Agreement, with a single limit of coverage of not less than an

aggregate of \$1,000,000 written by one or more responsible insurance carriers licensed to do business in the state of Colorado.

7. ESTOPPEL CERTIFICATE

Each party shall from time to time provide the other party, within twenty (20) days of such other party's request, a certificate binding upon such party stating as of the date of the certificate: (i) that to the best of the certifying party's knowledge, whether any party to this Agreement is in default or otherwise in violation of this Agreement and, if so, identifying such default or violation, (ii) that this Agreement is in full force and effect and identifying any amendments to this Agreement, and (iii) stating the party's address for purposes of notice under this Agreement.

8. NON-EXCLUSIVE

The owner of the Lardyn Property reserves the right to grant such other licenses, easements, rights or privileges across, on or pertaining to the Lardyn Property (including the Easement Area) to such persons and for such purposes as the then-owner of the Lardyn Property may, in its sole discretion, select; provided that the owner of the Lardyn Property shall use reasonable efforts not to interfere with the rights granted to the owner of the Jorgensen Property under this Agreement.

9. COVENANTS RUNNING WITH THE LAND

This Agreement, including the Ingress/Egress Easement and all other covenants, agreements, rights and obligations created hereby, (a) runs with the Lardyn Property and the Jorgensen Property, and (b) is binding on and inures to the benefit of all persons having or acquiring fee title to the Lardyn Property or the Jorgensen Property (each such person being referred to in this Agreement as a "party" or as the owner of such property), all upon the terms, provisions and conditions set forth in this Agreement.

10. ENFORCEMENT; ATTORNEY'S FEES

In the event that any property owner benefited by this Agreement is required to commence any action or proceeding against the other party in order to enforce the provisions of this Agreement, the prevailing party in any such action shall be entitled to recover, in addition to any monetary damages or injunctive or other equitable relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorney's fees and all court costs.

11. NOTICE

All notices shall be in writing and sent by reputable overnight courier for next business day delivery or USPS certified mail, return receipt requested, to the following addresses and shall be deemed received three days after being placed in the mail or the next business day after being delivered to said overnight courier (per receipt), as applicable:

If to Jorgensen:

Timothy A. Jorgensen 5923 Annapurna Drive Evergreen, CO 80439

If to Lardyn:

Lardyn Consulting LLC 18413 CR 42.5 Sterling, CO 80751

Either party to this Agreement may lodge written notice of a change of address with the other party to this Agreement. In the event ownership of the Jorgensen Property or the Lardyn Property is transferred and the subsequent owner of such property (the "subsequent owner") has not provided the owner of the other property the subject of this Agreement (the "other owner") with its address for purposes of notice under this Agreement, then the other owner may use the address of the subsequent owner as set forth in the deed or other instrument transferring ownership to the subsequent owner as the address of the subsequent owner for purposes of notice under this Agreement until, if ever, such subsequent owner lodges written notice of a change of address with the other owner.

12. REMEDIES

In the event of a breach or threatened breach of any of the terms, covenant, restrictions, conditions of this Agreement, the non-breaching party shall be entitled to full and adequate injunctive relief and all other available legal and equitable remedies. Notwithstanding the foregoing, no breach or threatened breach under this Agreement shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.

13. CONSTRUCTION.

Any headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. Each defined term identified herein with initial capital letters shall have the meaning ascribed to such term herein. Each party agrees that the language and all parts of this Agreement shall be construed as a whole according to its fair meaning, and irrespective of any party or its counsel's role in drafting this Agreement shall not be strictly construed for or against any party.

14. SEVERABILITY

In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

15. WAIVERS

No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

16. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

17. **AMENDMENT**

This Agreement may not be amended or terminated, except by a written instrument signed and acknowledged by Lardyn (or the then-fee-owner of the Lardyn Property) and Jorgensen (or the then-feeowner of the Jorgensen Property).

18. **COUNTERPARTS**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon any party unless and until this Agreement shall have been signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Easement Agreement]

The parties hereto have executed this Easement Agreement effective as of the date first mentioned herein.

montioned nereni.	
,	Jorgensen: Timothy A. Jorgensen
STATE OF COLORADO)	
) ss. COUNTY OF <u>Jefferson</u>)	
Acknowledged before me this 5 da	y of February, 2018, by Timothy A. Jorgensen.
WITNESS my hand and official seal.	
My commission expires: 3-1-2 DENISE L. O'BRIEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134013545 MY COMMISSION EXPIRES 03/01/2021	Notary Public Lardyn:
	Lardyn Consulting, LLC, a Nebraska limited liability company
}	By: Elyce York, Managing Member
STATE OF	
Acknowledged before me this da member of Lardyn Consulting, LLC, a Nebraska	y of February, 2018, by Elyce York as the managing a limited liability company.
WITNESS my hand and official seal.	
My commission expires:	Notary Public
	romy radic

Easement Agreement_Access_Lardyn to Jorgensen_Final 02-05-2018

[Signature Page to Easement Agreement]

The parties hereto have executed this Easement Agreement effective as of the date first mentioned herein.

Jor	gensen:
Tin	nothy A. Jorgensen
STATE OF COLORADO) ss. COUNTY OF Acknowledged before me this day of	Fohmung 2018 by Timothy A. Jorganson
WITNESS my hand and official seal.	reoluary, 2016, by Timothy A. Jorgensen.
My commission expires:	Notary Public
Lai	rdyn:
	rdyn Consulting, LLC, lebraska limited liability company Elyce York, Managing Member
STATE OF	February, 2018, by Elyce York as the managing ited liability company.
WITNESS my hand and official seal. My commission expires: SIV 2 KRISTEN R. BOXBERGER Notary Public State of Colorado Notary ID # 20014025404 My Commission Expires 08-16-202	Huterkborbuge Notary Public

EXHIBIT "A"

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), AND IN THE SOUTH HALF (S1/2) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S1/2 OF SECTION 18; THENCE NORTH 88°39'35" EAST ALONG THE NORTH LINE OF SAID S1/2 A DISTANCE OF 1945.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°39'35" EAST ALONG THE NORTH LINE OF SAID S1/2 A DISTANCE OF 766.02 FEET TO THE SOUTHWEST CORNER OF SAID S1/2NE1/4; THENCE NORTH 1°44'45" WEST ALONG THE WEST LINE OF SAID S1/2NE1/4 A DISTANCE OF 1347.31 FEET TO THE NORTHWEST CORNER OF SAID S1/2NE1/4; THENCE NORTH 88°04'35" EAST ALONG THE NORTH LINE OF SAID S1/2NE1/4 A DISTANCE OF 1940.99 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES:

BEARING	DISTANCE (FEET)
SOUTH 42°55'15" EAST	106.65
SOUTH 3°32'55" EAST	831.50
SOUTH 21°10'45" EAST	104.94
SOUTH 5°52'15" EAST	202.90
SOUTH 31°27'05" EAST	204.58
SOUTH 2°51'30" EAST	319.03
SOUTH 4°25'30" WEST	282.61
SOUTH 12°28'30" WEST	254.85
SOUTH 7°19'45" WEST	220.38
SOUTH 32°40'00" WEST	146.31
SOUTH 67°16'20" WEST	118.76
NORTH 50°23'50" WEST	121.54
NORTH 13°56'25" EAST	415.53
NORTH 3°41'40" EAST	255.20
NORTH 31°12'25" WEST	298.61
NORTH 28°30'20" WEST	409.76
NORTH 47°15'25" WEST	160.19
NORTH 65°05'45" WEST	137.94
NORTH 78°57'00" WEST	182.76
SOUTH 84°36'50" WEST	197.05
SOUTH 24°37'25" WEST	89.72
SOUTH 45°49'55" EAST	398.26
SOUTH 30°57'55" EAST	132.75
SOUTH 22°09'05" EAST	258.06
SOUTH 6°03'55" EAST	318.66
SOUTH 27°18'45" EAST	203.29
SOUTH 10°34'45" EAST	47.64
SOUTH 7°08'25" WEST	90.91
SOUTH 23°34'20" WEST	65.45
SOUTH 37°17'40" WEST	81.96
SOUTH 52°48'25" WEST	73.25
SOUTH 61°58'50" WEST	136.43
SOUTH 72°13'25" WEST	193.19
SOUTH 82°50'10" WEST	194.26
SOUTH 43°47'40" WEST	91.24
SOUTH 24°29'40" WEST	57.00

SOUTH 15°34'10" WEST	228.58
SOUTH 2°12'20" WEST	181.54
SOUTH 28°12'05" WEST	69.76
SOUTH 51°05'45" WEST	129.17
SOUTH 64°08'05" WEST	81.90
SOUTH 81°08'05" WEST	92.58
NORTH 88°28'55" WEST	366.09
NORTH 82°53'25" WEST	114.69
NORTH 29°34'55" WEST	247.43
NORTH 6°43'50" WEST	135.84
NORTH 2°50'30" WEST	81.35
NORTH 2°35'55" EAST	180.77
NORTH 7°36'35" EAST	136.88
NORTH 9°29'55" EAST	278.20
NORTH 85°15'45" WEST	120.76
NORTH 17°32'50" WEST	103.12
NORTH 16°41'55" EAST	242.96
NORTH 23°24'30" WEST	314.87
NORTH 41°30'20" WEST	107.91
NORTH 63°58'00" WEST	186.24
NORTH 44°34'05" WEST	269.18 FEET TO THE POINT OF BEGINNING

EXHIBIT "B" Lardyn Property

This Exhibit B is attached to and incorporated into as a part of the Easement Agreement, dated February 5, 2018, between Timothy A. Jorgensen and Lardyn Consulting, LLC to which this exhibit is attached as its Exhibit B (the "Easement Agreement").

PARCEL #1:

THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) AND THE SOUTH HALF (S1/2) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, AND A TRACT OF LAND IN SAID SECTION 18 CONTAINING APPROXIMATELY 30,000 SQUARE FEET AND LYING IN A BEND OF CEDAR CREEK NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW1/4), DESCRIBED AS: BEGINNING AT A POINT FROM WHENCE THE QUARTER CORNER OF THE WEST LINE OF SECTION 18 BEARS SOUTH 88°50' WEST 1622 FEET; THENCE NORTH 26°35' EAST 110 FEET; THENCE NORTH 48°10' EAST 40 FEET; THENCE NORTH 60°50' EAST 70 FEET; THENCE SOUTH 78°15' EAST 50 FEET; THENCE SOUTH 57°20' EAST 50 FEET; THENCE SOUTH 48°0' EAST 60 FEET; THENCE SOUTH 49°30' EAST 126 FEET; THENCE SOUTH 88°50' WEST 340 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING PORTION OF SAID SECTION 18 THE JORGENSEN PROPERTY AS DEFINED IN THE EASEMENT AGREEMENT AND DESCRIBED IN DETAIL ON EXHIBIT A TO THE EASEMENT AGREEMENT, AND

EXCEPTING FROM THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 18 A TRACT OF LAND DESCRIBED AS: BEGINNING AT A POINT FROM WHENCE THE QUARTER CORNER ON THE WEST LINE OF SECTION 18 BEARS SOUTH 88°50' WEST 1255 FEET; THENCE SOUTH 37°30' EAST 41 FEET; THENCE SOUTH 52°12' EAST 43 FEET; THENCE SOUTH 65°36' EAST 31 FEET; THENCE SOUTH 66°15' EAST 136 FEET; THENCE NORTH 49° EAST 90 FEET; THENCE NORTH 5°15' EAST 85 FEET; THENCE SOUTH 88°50' WEST 300 FEET TO THE PLACE OF BEGINNING (CONTAINING LESS THAN ONE ACRE, BEING APPROXIMATELY 25,000 SQUARE FEET).

PARCEL #2:

THE NORTH HALF (N1/2) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, EXCEPT:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 19, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 89°46'05" WEST ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 2658.48 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE NORTH

737923 02/06/2018 01:45 PM B: 01026 P: 100 AGR Page: 13 of 15 R \$83.00 D \$0.00 T \$83.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

0°28'15" WEST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 1419.12 FEET; THENCE NORTH 87°50'15" EAST A DISTANCE OF 445.60 FEET; THENCE NORTH 0°43'45" WEST A DISTANCE OF 571.74 FEET; THENCE SOUTH 88°56'40" EAST A DISTANCE OF 1002.03 FEET; THENCE SOUTH 89°13'55" EAST A DISTANCE OF 1232.46 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE SOUTH 0°03'40" WEST ALONG THE EAST LINE OF SAID SE1/4 A DISTANCE OF 1961.82 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 19.

EXHIBIT "C" Easement Area

THE AREA OF AN EXISTING ROADWAY, APPROXIMATELY 25 FEET IN WIDTH, SHOWN IN THE AERIAL PHOTOGRAPH ATTACHED HERETO AS EXHIBIT C-1 AS THE ACCESS ROAD, THE WESTERN END OF WHICH STARTS AT THE WEST LINE OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, APPROXIMATELY 150 TO 175 FEET SOUTH OF THE NORTH LINE OF SAID SECTION AND THEN TRAVERSES GENERALLY EASTWARD THROUGH THE NW1/4NW1/4, THE NE1/4NW1/4 INTO THE NW1/4NE1/4 OF SAID SECTION 19 WHERE IT THEN FORKS INTO TWO BRANCHES, THE WESTERLY BRANCH TRAVERSING BACK THROUGH THE NE1/4NW 1/4 OF SAID SECTION 19 AND CONTINUING NORTH INTO THE SE1/4SW1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, WHERE IT TERMINATES, AND THE EASTERLY BRANCH OF WHICH CONTINUES IN A NORTHEASTERLY LINE THROUGH THE N1/2 OF THE NE1/4 OF SAID SECTION 19 AND CONTINUES IN A NORTHERLY LINE THROUGH THE S1/2SE1/4, THE NE/1/4SE1/4 AND THE SE1/4NE1/4 OF SAID SECTION 18 WHERE IT TERMINATES.

© 65

18507 County Rd 42.5 41 Legend **EXHIBIT C-1** CR 37 Access → Secs 18 & 19, T9N, R52W Logan County, Colorado **ACCESS ROAD** පිලලල<mark>ු අප</mark>ොැඹ

	78
	ro all to Whom these Presents shall come, GREETING:
Whereas,	George IV attinson of Logan County
Calorado.	
	General Land Office of the United States a Certificate of the Register of the Land Office
Sterling 1	Islands, whereby it appears that full payment has been made by the so
	George IN atkinson
ccording to the provisi	ons of the Act of Congress of the 24th of April, 1820, entitled "An Act making further p
	Public Lands," and the acts supplemental thereto, for
e North half	of the South West quarter, the North West
varter of th	South East quarter, and the South West quarte
the North E.	Louth East quarter, and the South Mest quarter at quarter of Section Pherteen in Downship ter fifty West of the Sixth Crincipal Meridian in uing one hundred and Sixty acres!
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aconding to the Office	al Plat of the Survey of the said Lands naturned to the Conseq I and Office he
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9400.	My M. Mankova
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o give and grant unto o give and grant unto he rights, privileges, in the rights, privileges, in the rights as may be also subject to the right ame be found to penerate the caused these letters are caused these letters. SEAL: SEAR: SEAR:	Congress in such case made and provided, have given and granted, and by these prese to the said. Letinizana theirs, the said Tract above described: To Have and to Hold the same, together with mmunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said assigns forever; subject to any vested and accrued water rights for mining, ag or other purposes, and rights to ditches and reservoirs used in connection with surfer recognized and acknowledged by the local customs, laws and decisions of Courts, a of the proprietor of a vein or lode to extract and remove his ore therefrom, should the trate or intersect the premises hereby granted, as provided by law. Whereof, I, Louis States of the General Land Office to be hereunto affixed. Civen under my hand, at the City of Washington, the Lexistand day of September , in the year of our Lord one thousand eight hundred and Constitution of the Unite States the one hundred and Constitution. BY THE PRESIDENT: Louis Clearly Casal Secretar Recorder of the General Land Office. Page 64

				come, GRI		er de Al Francisco Bostonia
Whereas, Many	, G. Bu	elvam am	s of W	elel Con	nlý loo	lirado
as deposited in the General	Land Office	of the Unit	ed States a	Certificate of t	he Register of	the Land Office
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ccording to the provisions of the	he Act of Con	ngress of the	24th of April	l, 1820, entitl	ed "An Act m	aking further p
ision for the sale of the Public	Lands," an	d the acts su	pplemental t	hereto, for	1 0.	<u> </u>
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according to the Official Plat						
Surveyor General, which said				llanining services of the serv		
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Filed for Record the	15"	day of	June	A.D.	1803 - 10	35 Nalogi Q 1
			/	En	ily M. I	o'clock A I mudsur/ corder

	To all to Wh	om these Pres	ents shall	come, GRDI	PTING:
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		Ernest	A. Ire	low	
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have caused these lett	ers to be made	patent, and the s	eal of the Go	eneral Land O	ffice to be hereunto affi:
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AND OFFICE			ВуЕ	Men Mac	nano farland Ass Secr r of the General Land
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FORM TPL 21 PETROL

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RIGHT OF WAY GRANT

R/W # P-8
Draft # 44

BOOK 428 PAGE 426

KNOW	ALL	MEN	BY	THESE	PRESENTS:

That the undersigned, w	hether one or more, designated herein as "GRA	ANTOR", for and in consideration	
· · · · · · · · · · · · · · · · · · ·		Doi:	ars (\$ 5.00
ware corporation having perm	which is hereby acknowledged, does hereby grant a nit to do business in the State in which the lands ollowing rights of way, easements and privileges in	s herein described are situated, its	successors and assigns, designated
in Logan	County, State ofColor	ado to-wit:	
	The E_2^1 of Section 19 and		NED of Section
	30, Township 9North, Ran		
	right-of-way to be on a		
	in width across the abov		
	attached Brawing No. P-	206-S, prepared	and surveyed by
· · · · · · · · · · · · · · · · · · ·	Rochester - Goodell Engr	's, Inc., Salem,	Illonois, dated
	October 30, 1952, said d	rawing attached	hereto and made
	a part hereof.	the state of the s	
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THE KING X SOUR X SALES TO THE	NAKRIGHERIGHERIKKER ŽIKKERINERIKKĖ	que ior a pirectine acroire times	
To lay, construct, operate	, and maintain in, upon, over and across said la	and a pipe line or where times of	whatsoever kind or dimensions
to convey crude petroleum or pipe line, or any mixtures ther	its products whether liquid or gaseous, or any o	other material or substance which	h can be transported through a
The Grantee at all times including the right in the Gra	shall have the right of ingress, egress and regress antee to inspect, test, change, replace, repair and	in, to, upon and over said land remove said pipe line or river	for any of the purposes hereof,
Whenever at any time G	rantee shall lay a pipe line across said lands, it	shall pay to the Grantor, in add	ition to the consideration herein-
above stated, the sum of Fi:	fty-cents (50% rod of actual length	for each-separate line-so-laid.	of line so laid.
By the acceptance hereof	the Grantee agrees to bury such pipe linexso th	at they will not interfere with the	he cultivation or drainage of the
land, and also to pay any and a	all damages to stock, crops, fences and timber whi	ch may be suffered as a result of	the Grantee's construction, oper-
	alteration, renewal or removal of such pipe lin		
to my line w wines of the Gra	right to the full use and enjoyment of said prer ntee any improvement of a nature such as to into	mises, provided that said Grantor erfere with the rights hereby gra	shall not erect over or adjacent
	nd to and be binding upon the heirs, executors,		
· · · · · · · · · · · · · · · · · · ·			
IN WITNESS WHEREO	F, this instrument is signed this 30th day of	October	19 52
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		David A. Hamil	V V V
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		Donald W. Hami	
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** 115 P			
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C-7		LEDGMENT	
State of Logan	ss.		
\$ 0. The state of		Δ	
The transfer of the Control of the C	was acknowledged before me this 1016 de rid A. Hamil and Donæld W. I		, 19 <u>53</u> _,
ES. RUBLAS			
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State of Colorado

County of Logan

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Unocal Pipeline Company, a California corporation, as successor by merger with Arapahoe Pipe Line Company, Goodall Pipe Line Company, Sterling Pipe Line Company, Pawnee Pipe Line Company, Toronto Pipe Line Company, and Pure Transportation Company, hereinafter referred to as "ASSIGNOR" and subject to the terms of the Sale and Purchase Agreement, dated May 2, 1996, by and between ASSIGNOR and Total Pipeline Corporation, hereinafter referred to as "ASSIGNEE", for good and valuable consideration, does hereby quitclaim and assign unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the "RIGHTS-OF-WAY" (as defined in the Sale Agreement) affecting land located in the County of Logan, State of Colorado identified in Exhibit A attached hereto and made a part of this Assignment.

ASSIGNOR makes no representation or warranty of title, express or implied, with respect to the RIGHTS-OF-WAY, except as is expressly provided for in the Sale Agreement.

For the same consideration, ASSIGNEE hereby agrees to be bound by all of the terms, conditions and covenants of each of the assigned RIGHTS-OF-WAY.

Executed this 26th day of September 1996.

UNOCAL PIDELINE COMP

Name BriAN C. CONNERS

Title: Sr. Vice Pres.

TOTAL PIPELINE CORPORATION

Name:

Title: Ven Hand

LOGAN COUNTY

EXHIBIT A

620562 10/8/1996 10:10am B:906 P:795 Roberta J. Perry,Clerk & Recorder,Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Rollie H. Rowan	18	W2-SW4, Sec 8 in T8N, R52W in Logan County	420	541
Charles Guenzi	169	W2-NW4, Sec 8 in T8N, R52W in Logan County	419	220
Alex Meisner	171	SW4, Sec 5 in T8N, R52W in Logan County	419	219
Cliff Knudson	240	S/2 NW/4 and Lots 3, 4 Sec. 5 in T8N-R52W in Logan County	419	218
John Bianco	322	E2, Sec 31 in T9N, R52W in Logan County	416 419	192 221
/ern Harley	161	SE4, Sec 30 in T9N. ₹52W in Logan County	423	253
Frank Mittlestadt	169	W2-NE4, Sec 30 in T9N, R52W in Logan County	419	222
David & Donald Hamil	204	E/2 Sec. 19, NE/4 NE/4 Sec. 30 in T9N-R52W in Logan County	428	426
Arthur Todenhoft	152	NW4, Sec 20 in T9N, R52W in Logan County	420	538
Arthur & Martha Smith	350	SW/4 and the east three acres of the NW/4 Sec. 17 and E/2 SW/4 Sec 8 in T9N-R52W in Logan County	419	223
D.E. & Ella Kellog	169	NE4, Sec 17 in T9N, R52W in Logan County	419	225
Raymond T. Fortner	160	50 foot wide strip in SE/4 Sec 8 in T9N-R52W in Logan County	423	244
R.E. & Esther Rieke	166	NE4, Sec 8 in T9N, R52W in Logan County	419	226
W.A. Ashbaugh	40	50 foot wide strip in NW/4 Sec. 9 in T9N-R52W in Logan County	423	476
Conrad Green	528	N/2, SW/4 Sec. 4 and SE/4 Sec. 33 in	420	546

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Mae B. Green	352	Two Right-of Way grants. Book 423, page 251, SW/4 Sec. 27 lying west of Railroad R.O.W. Book 419 page 227 E/2 SE/4, SW/4 SE/4 Sec. 28 NE/4 Sec. 33 all in T10N-R52W in Logan County	423 419	251 227
Wilhelmina Davidson (deceased) et al	208	50 foot wide strip, NW4, Sec. 27 in T10N, R52W in Logan County	427	242
Winnifred S. Erb	51	NE4, Sec 27 in T10N, R52W in Logan County	423	475
John J. Ommens	155	SE4, Sec 22 in T10N, R52W in Logan County	420	536
Rose Glassburn	465	NW/4 SE/4, NE/4 SW/4, S/2 SE/4 Sec.14 and all Sec. 23 in T10N-R52W in Logan County	419	228
Minnie Preston	47	NW4, S2-SW4, Sec 14 in T10N, R52W in Logan County	419	224
Adam Trupp	263	S/2 SW/4 Sec. 12; NW/4 Sec 13; NE/4 and NE/4 SE/4 Sec. 14; all in T10N-R52W in Logan County	420	540
Earnest McCluskey	92	N2-SW4, Sec 12 in T10N, R52W in Logan County	419	237
R.E. McRea	511	SE/4 and NE/4 Sec. 1 NW/4 Sec. 12 in T10N-R52W in Logan County	419	229
State of Colorado	Hwy 113	State permit, dated 11-28-52		
A.E. Sponsler	18	NW4-NE4, Sec 12 in T10N, R52W in Logan County	423	254
J.P. McKenzie	188	NW/4 Sec. 6 in T10N-R51W; SW/4 Sec. 31 in T11N-R51W in Logan County	419	230
William Hawkins	164	NW4, Sec 31 in T11N, R51W in Logan County	424	7

620562 10/8/1996 10:10am B:906 P:797 Roberta J. Perry, Clerk & Recorder, Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Mrs. Roy Gillham	801	NE/4 Sec. 17; E/2 Sec 19; W/2 Sec. 20; All Sec. 30, All in T11N-R51W in Logan County	419	231
I.E. Rice	276	W2, Sec 17 in T11N, R51W in Logan County	419	232
G.H. Bartles	190	SE4, Sec 8 in T11N, R51W in Logan County	419	233
J.C. Oliverus	184	W2, Sec 9 in T11N, R51W in Logan County	419	234
B.A. Fehringer	222	SW4, N2-NE4, Sec 4 in T11N, R51W, Sec 4 in T11N, R51W in Logan County	419	235
Alva O. Witters	57	SE4, Sec 4 in T11N, R51W in Logan County	420	532
Clara Fehringer	88	S2-NE4, Sec 4 in T11N, R51W in Logan County	420	543
Claude Gillham	79	SE4, Sec 33 in T12N, R51W in Logan County	419	236
Ralph Nichol & Carrie E. Edris	107	SW4, Sec 34 in T12N, R51W in Logan County	424	6
Vernon Rice	214	SW/4 Sec. 27; NW/4 Sec. 34 in T12N-R51W in Logan County	420	526
Cora Carter	338	E2, Sec 27 in T12N, R51W in Logan County	434	521
Eloyde Jones	8	SE4, Sec 22 in T12N, R51W in Logan County	423	255
Frank Mueller & James Mueller	205	W/2 Lot 2, W/2 SW/4 Sec. 23 in T12N-R51W in Logan County	427	240
Walter Phelps		E/2 Lot 2, E/2 SW/4 Sec. 23 in in T12N-R51W in Logan County	424	240

LOGAN COUNTY

Louie and Nellie Rieke	180	SE4, Sec 7 in T8N, R52W	420	104
		in Logan County Correction Warranty Deed	654	104
A.J. Bartholomew	344	NW4, Sec 18 in T8N, R52W in Logan County	419	216
GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
Albert H. Tetsell	18	W2-SW4, Sec 18 in T8N, R52W in Logan County	420	545
Ruth B. Foster	78	W2-SE4, Sec 13 in T8N, R53W in Logan County	419	240
Daisy K. Littler	85	NE4-NE4, E2-NE4-NW4, Sec 24 in T8N, R53W in Logan County	419	214
Murray & Florence Haywood	30	W2-NE4-NW4, Sec 24 in T8N, R53W in Logan County	420	544
Irvin F. & Ethel L. Marks	43	SW4-NE4, SE4-NW4, E2-SW4, Sec 24 in T8N, R53W in Logan County	419	242
Carl H. Behrendsen	140	W2-SW4, W2-NW4, Sec 24 in T8N, R53W in Logan County	419	.215
John W. Knifton & Charles J. Knifton	112	N2-SE4, S2-SE4, Sec 23 in T8N, R53W in Logan County	419	213
John W. Knifton	340	NE4, E2-NW4, E2-SW4, Sec 26 in T8N, R53W in Logan County Logan County	419	212
E.J. Davis	39	W2-W2, Sec 26 in T8N, R53W in Logan County	419	241
Anna A. Gerschuiler Westcott	186	E/2 NE/4 Sec. 34, W/2 NW/4 Sec. 35 in T8N-R53W in Logan County	421	236
State of Colorado	177	SE4, Sec 34 in T8N, R53W in Logan County	645	316
G.J. Moon	327	NE/4 and W/2 Sec. 3, NW/4 NW/4 Sec. 10 in T7N-R53W in Logan County	419	211
Olive S. Smalley	138	E2-NW4, Sec 10 in T7N, R53W in Logan County	420	533

B.J. Berhost	141	SW4, Sec 10 in T7N, R53W in Logan County	419	238
Gussie M. Montgomery	78	SE/4 Sec. 9, SW/4 NW/4 Sec. 10 T7N-R53W in Logan County	421	238
State of Colorado	354	E2 & SW4, Sec 16 in T7N, R53W in Logan County	645	316
GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	PAGE
State of Colorado	159	W/2 Sec 21 in T7N-R53W in Logan County	424	8
State of Colorado	159	E/2 SE/4 Sec. 20; E/2 NE/4 Sec. 29 in T7N-R53W in Logan County	645	316
State of Colorado	71	SE4, Sec 29 in T7N, R53W in Logan County	645	316
Perry J. Pomeroy	79	W2-NE4, Sec 29 in T7N, R53W in Logan County	421	251
Perry & Mildred Pomeroy	139	SW4, Sec 29 in T7N, R53W in Logan County	421	252
Harry Bostron	349	NE/4 & SE/4 Sec. 31; N/2 NW/4, SW/4 NW/4 Sec. 32 in T7N-R53W in Logan Cnty.	419	246
J.C. Eckart	71	SW4, Sec 31 in T7N, R53W in Logan County	420	537
George & Flora D. Stair	420	E/2 Sec. 1 in T6N-R54W; NW/4 Sec. 6 in T6N-R53W in Logan County	421	250
Corinne Whipplie	215	NW/4 except west 175 feet of Sec. 12; SW/4 except West 175 feet of SW/4 SW/4 Sec. 1 in T6N-R54W in Logan Cnty.	420	534
George B. Stahl	17	W2-SW4, Sec 12 in T6N, R54W in Logan County	421	237
W.N. Enyart	239	SW4 & SE 4, Sec 11 in T6N, R54W in Logan County	420	539
Ruth Elliott	196	NW4, Sec 14 in T6N, R54W in Logan County	419	245
N. Sterling Irrigation Canal		Easement over, across, & under its North Sterling outlet Canal Rd. W, SW4,	427	246

		NEA Coo 45 in TON DEAW	420	536
Lyra Mae Daley	24	NE4, Sec 15 in T6N, R54W in Logan County	420	53 0
L.R. Ladd	180	SE4, Sec 15 in T6N, R54W in Logan County	419	239
Dora Earl	80	SW4, Sec 15 in T6N, R54W in Logan County	419	244
GRANTOR	RODS	PROPERTY DESCRIPTION	воок	PAGE
State of Colorado	129	S/2 Sec. 21, NW/4 Sec. 22 in T6N-R54W	645	316
		in Logan County	645	317
			645	318
			645	319
George B. Stahl	101	NE4, Sec 21 in T6N, R54W in Logan County	420	528
State of Colorado	233	S/2 Sec. 21, NW/4 Sec. 22 in T6N-R54W	645	316
		in Logan County	645	317
			645	318
			645	319
Eleanor O. & Frank E. Pellegrin	105	50 foot wide strip in NW/4 Sec. 28 in T6N-R54W in Logan County	434	522
Herman & Margorie Schrader	69	NE4, Sec 29 in T6N, R54W in Logan Cnty.	419	242
Frederick W. Segelke	11	S2-SW4, Sec 31 in T6N, R54W in Logan County	438	547
Dave & Maude Lowen	352	SW4-NE4, S2-NW4 & N2-SW4 of Sec 31 in T6N, R54W, E2-SW4 & SE4, Sec 29 in T6N, R54W in Logan County	438	548
Cecil Nichols∩n	308	E/2 NW/4, W/2 SW/4 Sec. 29, SE/4 Sec. 30 N/2 NE/4 Sec. 31, T6N-R54W in Logan County	438	549
H.B. & Marjorie Schrader	113	NE4, Sec 29 in T6N, R54W, except tract sold to Goodall Pipeline Co. in Logan County	438	550

620562 10/8/1996 10:10am B:906 P:801 Roberta J. Perry,Clerk & Recorder,Logan County, CO

State of California	
County of Orange	
On September 26th, 1996 before me, _	Sharon E. Ochoa NOTARY PUBLIC
personally apearedBrian	C. Conners
SHARON E. OCHOA CONM. # 1002074 Notory Public Colifornia LOS ANGELES COUNTY My Comm. Expires AUG 22, 1997	ved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entitiy upon behalf of which the person acted executed the instrument. WITNESS my hand and official seal. SIGNATURE OF NOTARY
STATE OF COLORADO)) ss. CITY AND COUNTY OF DENVER)	
The foregoing instrument was ac	knowledged before me this <u>274</u>
<u>Unit President</u> of Trial Pipeline	[세계대] [[[[[[[[] [[] [[] [[] [[] [[] [[] [[]
behalf of said corporation.	
Witness my hand and official real My commission expires: 10-26	SAY PUBLIN

Recorded Jan. 27,1954

8:00 o'clock M. Donnell Lawrence, Recorder

BOOK 437 PAGE 266

to-wit:

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

David A. Hamil and Genevieve R. Hamil
That the Grantors, Donald W. Hamil and Frieda Hamil

The South Quarter of Section 19, Township 9 North, Range 52 West. Said right-of-way being 20 feet on either side of the pipe line as presently planned and constructed, a plat of which is hereto attached, marked Exhibit "A" and made a part hereof.

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

- (2) Grantee agrees to pay Grantors any damage to growing crops, fences or other improvements which may arise from operations of Grantee; any such damages, if not mutually agreed upon, to be determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.
- (3) Grantee agrees as further consideration for this grant, to pay Grantors an additional Twonty-five (25) cents per linear rod for any pipe line, or section thereof, constructed hereunder having an outside diameter of eight inches or over.
- (4) As further consideration for this grant, Grantee agrees to install a tap on any gas pipeline constructed by Grantee upon Granter's said premises for the purpose of supplying gas, so long as such pipeline shall be maintained by Grantee, for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in the nearest city or tewm in the State of Colorado in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Granters under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee, which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.



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

	ly, 194. 1953
In presence of:	
	Vanal Manux
	Fripa J. Hamil
	Newil a Jamit
Ell. BWKinsty	Jeneine P. Hamil
Right-of Way Agent	Miles Andrews of Company of the Comp
STATE OF Colorado Ss.	
COUNTY OF Logan	
BE IT REMEMBERED that on this A.D. 19/53 before me, a notary public in a	10th day of July nd for the county and state aforesaid,
personally appeared the above named David	A. Hamil, Genevieve R. Hamil, Donald W.
duly acknowle deed the execution of the same voluntity act and deed. OTAR: "SOLUTION OF THE SAME AND I have hereunt "soal the day and year last above written. My commission expires My commission expires May 27, 1954	o set my hand and affixed my notarila
and the state of t	Motary Public
STATE OF	
COUNTY OF	
BE IT REMEMBERED that on this A.D. 194_, before me, a notary public in a	day of nd for the county and state aforesaid,
personally appeared the above named	to the second of the second of the second district and the second district and the second of the sec
who me to be the same person who executed the duly acknowledged the execution of the same voluntary act and deed.	foregoing instrument and such person
IN WITNESS WHEREOF I have hereunt seal the day and year last above written.	o set my hand and affixed my notarial
My commission expires	
	Notary Public

8:00 Clock A M. Donnell Lawrence, Recorder RIGHT OF WAY CONTRACT

8:00oʻclo	ck A. M. Donnell Lowrence, Raconder
RIGHT OI	CKA M. Donnell Lawrence, Recorder WAY CONTRACT
FOR AND IN CONSIDERATION of the sum of FI	VE DOLLARS, to us in hand paid, receipt of which is h
nowledged, and the balance of said consideration	enty-five cents
shall be used or occupied, the Grantors:	
David A. Hamil and D	onald W.Hamil
do hereby grant to	<u> Galerian en merit Com transportente, en 1835 percente de montration part.</u> Vincoperation de la compactación de la proposition de la compactación
KANSAS-NEBRASKA NATUARAL GAS COMPANY	INC., a Kansas Corporation, its successors or assigns,, the rig
to lay, maintain, alter, repair, operate, remove and rel	ay XINIXIENEX pipe linex for the transportation of oil or gas
and through certain lands situated in	Logan County
	follows:
The Southeast Quarter of Section 19, Tor	washin O North Bongs 52 W
said pipe line to run from a	well in the SELSEL of gold Continu
Easterly to the east line of the	e said $SE_{\frac{1}{4}}$;
	said grantors theirheirs or assigns, to fully use and
if not mutually agreed upon, to be ascertained and appointed by the said grantor. S. their, heirs or assign the two so appointed as aforesaid and the award	re granted to the said grantee, who hereby agrees to the laying, maintaining and operating said lines; said determined by three disinterested persons, one thereons, one by the said grante, successors or assigns, and the of three such persons shall be final and conclusive and re amount thereof shall have been determined as above
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BOOK 501 PAGE 306 ALL MEN PRESENT, That DAVID A. HAMIL and DONALD WALKER HAMIL

of the County of Logan and State of Colorado in consideration of the sum of one dollar and other and good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for public road purposes only, does hereby grant, bargain, sell and convey unto the Board of County Commissioners of the County of Logan and State of Colorado and its assigns, the following described Real Estate in Logan County, State of Colorado, to-wit:

Beginning at a point thirty (30) feet North of and six hundred three and sixty-five hundreths (603.65) feet East of the West Quarter (Wa) corner of Section Nineteen (19), Township Nine (9) North, Range fiftytwo (52) West of the 6th P.M., which point of beginning is the point of curvature (P.C.) of an arc swung to the Northwest from a radius point "A" five hundred seventy three and sixty-five hundreths (573.65) feet due North, thence from said point of beginning a distance of nine hundred and no hundreths (900.00) feet along said arc thru an angle of eighty nine (89) degrees and fifty-eight (58) minutes to a point thirty (30) feet East of the West line of said Section 19-9-52, thence due South a distance of three hundred five and two hundreths (305.02) feet parallel to the West line of said Section 19-9-52, thence South Easterly on an arc swung from said Radius Point "A" a distance of three hundred eighty-seven and ninety (387.90) feet with a Radius of six hundred fifty-three and sixty-five hundreths (653.65) feet to a point thirty (30) feet North of the South side of the North West Quarter (NW1) of said Section 19-9-52, thence Easterly and parallel to the South side of said 10^{-2} of Section 19-9-52, a distance of three hundred five and two hundreths (305.02) feet to the point of beginning.

Mary a. Graves Deputy

82

Recaption No. 471678 Recorded 10-7-66

8:00 o'clock A. M. Donnell Lawrence, Recorder BOOK 611 PAGE 238 RIGHT OF WAY CONTRACT

		The second secon
	hereby grant	
		PANY, INC., a Kansas Corporation, its successors or assigns or operate, remove and relay additional pipe line of the trans
		ertain lands situated in Logan
		described as follows:
ha Southagat Ous	anton of Soction 10	Township 9 North, Range 52 West.
March 1997		
ressure gas pipe	eline owned by grante	alongside and adjacent to existing high e and running along the south line of said to be buried in the same locations where said 8- inc
		ie. The said grantor, heirs or assigns, to fully use
nd enjoy the said p	oremises, except for the p	ourposes hereinbefore granted to the said grantee, who hereb
		to crops and fences from the laying, maintaining and operating
aid lines; said dam isted persons, one t	thereof to be appointed b	eed upon, to be ascertained and determined by three disinter by the said grantor, heirs or assigns, one by the
aid grantee, succes	ssors or assigns, and the	third by the two so appointed as aforesaid, and the award of
hree such persons	shall be final and conclus	sive and no action shall be brought or maintained for damage termined as above provided. Grantee shall have the right from
		en-of-an-initial-pipe-line-herounder-to-construct-and-insta
ne-er-mere-additi	ional-pipe-lines-hereinu	nder-upon-payment-to-Grantors,-their-heirs-or-assigns,-of-a
dditional sum		por-linearred for each-additional-pipe-lines
). 0		
N WITNESS WHEI	REOF, the parties hereto	have set their hands and seals this 27th
av of	July	, A.D., 19_66
		and the state of t
		HAMIL BROS. LAND CO.
		By: > Voustell the
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		granten de la compania
	and the second	
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		ather (1995年) - Proping Community (1995年) - Proping Community (1995年) Annough (1995年) - Proping Community (1995年) - Proping Community (1995年) - Proping Annough (1995年) - Proping Annough (1995年) - Proping Community (1995年)
	COTOPADO	
STATEOF	COLORADO	
	COLORADO Logan	
COUNTY OF	Logan	
On this	Logan 27th)day ofJulyA.D., 19 66, before
COUNTY OF	Logan 27th)day ofJulyA.D., 19 66, before
On this	Logan 27th	day of July A.D., 19 66, before ad qualified authority in and for said county and state, per Hamil Bros. Land Co.
On this on this ne, the undersigne onally came _ Dor	Logan 27th ed duly commissioned an nald W. Hamil for	day of July A.D., 19 66, before and qualified authority in and for said county and state, per Hamil Bros. Land Co.
On this ne, the undersigne onally came Dor	Logan 27th ed duly commissioned an nald W. Hamil for e the identical person	day of July A.D., 19 66, before and qualified authority in and for said county and state, per Hamil Bros. Land Co. whose name subscribed to the said county and state.
OUNTY OF On this ne, the undersigne onally came Dor o me known to be oregoing instrumen	Logan 27th ed duly commissioned an nald W. Hamil for e the identical person_ nt as Grantor and dul	day of July A.D., 19 66, before and qualified authority in and for said county and state, per Hamil Bros. Land Co.
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HIGHLINE ELECTRIC ASSOCIATION IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 14 day of APRIL 2003 by and between Highline Electric Association, hereinafter referred to as the "Association" and TWO MILE RANCH , hereinafter referred to as the "Owner".

WITNESSETH: That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others: NW 1/4 of Section 19 Township 09 N Range 52 W County LOGAN COLORADO State 30 Nameplate Horsepower The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association. ANNUAL MINIMUM CHARGE: Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be based upon the billing horsepower as adopted by the Association. In no event will the billing horsepower be less than 7 1/2 horsepower for single phase service ASSOCIATION. In no event will the billing horsepower be less than 7 1/2 horsepower for single phase service or 15 horsepower for three phase service.

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

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

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

TERM AND CANCELIATION: 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 will may be reinstated only upon execution of a new contract having a term of one year providing the Association well may be reinstated only upon execution of a new contract having a term of one year providing the Association well may be reinstated only upon execution of a CONTROL.

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto. IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of 14, APRIL TWO MILE RANCH (Owner's Name Typed) (WEST SPRINKLER) (Description) 60773 NORTH HWY 61 Manager (Address) FOR OFFICE USE ONLY Account # 8284986 R/C # 131 s/o # 6753 970-437-5751 J/O #_STLG#1538 (Telephone #) w/o # 203-105 Previous Owner & Account #: Customer Copy

©

10/2002/irrpc



HIGHLINE ELECTRIC ASSOCIATION IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 14 day of APRIL 2003 by and between Highline Electric Association, hereinafter referred to as the "Association" and TWO MILE RANCH , hereinafter referred to as the "Owner".

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

E 1/4 of Section 19 Township 09 N Range 52 W County	LOGAN State COLORADO
Nameplate Horsepower 30	Phase3
The charges for this service and the Rules and Regulations goven general Rules and Regulations of the Association, and any such f as may hereafter be adopted by the Association.	erning the same shall be as provided in the uture changes in those Rules and Regulations
ANNUAL MINIMUM CHARGE: Except where the line extension policy refirst five years after construction, the minimum shall be based understoom. In no event will the billing horsepower be less the or 15 horsepower for three phase service.	pon the billing horsepower as adopted by the an 7 1/2 horsepower for single phase service
DETERMINATION OF BILLING BORSEPOWER: The billing horsepower will suitable electric meter under stabilized and normal operating conmINIMUM CHARGE: After the first five years, if the Owner receiving year notice to the Association on or before March 15, that if facilities remain, but does not intend to use any electricity, the place shall be one half of the normal minimum under contract the force and effect if notice is not given on or before March 15, minimum shall be paid by the Owner.	nditions. In service under an irrigation contract shall the Owner desires to have the Association he minimum charge for leaving the facilities
PAYMENT: Owner agrees to pay billing as provided in the Rules and Furring the preceding year, was delinquent in payments due, the Assan amount equal to the highest one month billing for the most normally. Any service involved in bankruptcy or receivership prodeposit purposes. The Owner further agrees that s/he alone shall this service, but the Owner may request the billing be sent to an that the indebtedness incurred under this contract shall be considescribed and may be enforced by foreclosure thereof, the same association may record this instrument in the office of the progestate is situated and after recording the same, it shall be noticed by foreclosure thereof, the same association may record this instrument in the office of the progestate is situated and after recording the same, it shall be noticed to the record of the same association and the same and the same and the same and the service of the Owner agrees that a reasonable amount of atternal the same and the same ownered to the Association, as provided above, this contract shall have gone of the same and the same ownered the Owner to the Association, as provided above, the Association will may be reinstated only upon execution of a new contact of the Association will may remove the facilities needed to serve the Owner of its intention. If the line is retired and the same owned the same of the Association will be required to cross irrigation set thereof to the Association's vehicles and employees for the purpose thereof to the Association's vehicles and employees for the purpose thereof to the Association's vehicles and employees for the purpose thereof to the Association will not be liable for failure to furnish power or control. **ROBERGOUND SERVICE:** If the Owner will be using self-propelled we also to underground cable and installation, however the Association will not be liable for crop dama	recent year that the service was operating recent year that the service was operating obseedings shall be considered delinquent for peresponsible for payment of all charges for nother for payment. The Owner further agrees dered as a lien against the real estate above as any other valid lien on real estate. The over County Clerk and Recorder where the real ce of said obligation. In the event it shall the terms of this contract or foreclose the corney's fees and costs may be added hereto. The corney's fees and costs may be added hereto. The five consecutive irrigation seasons rice is used, and shall be deemed to extend invented in the five five consecutive irrigation by the matter which is the season of the s
N WITNESS WHEREOF the parties have hereunto affixed their signat	ures as of 14. APRIL , 2003 w
TWO MILE RANCH Owner's Name Typed)	
(EAST SPRINKLER)	0.18
Description) 60773 NORTH HWY 61	mor sunt
Address)	Manager
STONEHAM, CO 80754	
Iwo mile Kanch	FOR OFFICE USE ONLY
Janothan M faul	Account # 8284995
Owner Signature) (Title)	R/C # 131
,	s/o # <u>6754</u>
#) (Telephone #)	5/0 # STLG#1537 W/0 # 203-105
Signature of Witness - Not a Relative)	Previous Owner & Account #:
ustomer Copy	
0/2002/irrpc	



RESOLUTION NO. 2004-28

A resolution granting a conditional use permit for a feedlot with a capacity of 2,000 to 2,500 animals in the Northeast Quarter ($NE^{1}/4$) of Section 19, Township 9 North, Range 52 West

WHEREAS, on September 14, 2004, a public hearing was held at the meeting of the Logan County Planning Commission regarding a request by Jonathan Pauling of Two Mile Ranch for a conditional use permit for a feedlot with a capacity of 2,000 to 2,500 animals; and

WHEREAS, notice of the public hearing was properly published and posted on the subject property; and

WHEREAS, a meeting of the Board of County Commissioners on the conditional use permit request by Jonathan Pauling was held on September 21, 2004; and

WHEREAS, the Board of County Commissioners received testimony and evidence from the applicant and county residents regarding this application; and

WHEREAS, the applicant has consulted AGPROfessionals, LLC and they have determined that the feedlot would meet the requirements of the State of Colorado's CAFO regulations; and

WHEREAS, the Logan County Planning Commission recommend approval.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of Jonathan Pauling of Two Mile Ranch for a feedlot with a capacity of 2,000 to 2,500 animals in the Northeast Quarter (NE ¼) of Section 19, Township 9 North, Range 52 West is granted, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use and location are in conformance with the Logan County Comprehensive Plan in that the proposed use is compatible with existing land uses in the area, which is zoned Agricultural.

III. CONDITIONS:

Applicant shall comply with the following conditions:

- 1. He shall obtain a CAFO permit from the State of Colorado.
- 2. The capacity of the feedlot is limited to a maximum of 2,500 head of cattle.

BE IT THEREFORE RESOLVED, that a Conditional Use Permit is granted to Jonathan Pauling - Two Mile Ranch for a feedlot with a maximum capacity of 2,500 animals, subject to the conditions set forth above and subject to application for renewal for continued permitted use after September 28, 2009. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit and the Logan County Zoning Resolution. The applicant is responsible for complying with all of the foregoing conditions. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 28th day of September, 2004.

LOGAN COUNTY BOARD OF COMMISSIONERS LOGAN COUNTY, COLORADO

Jack H. McLavey, Chairman

Gene A. Meisner

Croscorri A Hal

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 28th day of September, 2004.

ounty Clerk and Recorder

RESOLUTION NO. <u>2010-5</u>

SPECIAL USE PERMIT

A RESOLUTION GRANTING A SPECIAL USE PERMIT (SUP) FOR THE OPERATION OF A 5,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO FOR JONATHON PAULING dba TWO MILE RANCH.

WHEREAS, Jonathon Pauling dba Two Mile Ranch has applied for an SUP to operate a 5,000 head cattle feedlot on the a tract of land lying in the Northeast ½ (NE½) of Section 19, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, and

WHEREAS, the Board of County Commissioners (the Board) recognizes the preexisting non-conforming existence of such cattle feedlot operation continuing to present, under full compliance with all applicable Federal, State, County and Northeast Colorado Health Department (NCHD) regulations, and

WHEREAS, the Board further recognizes the need to establish a Special Use Permit (SUP) for such operation as the non-conforming status in conformance with Section 4.10 of the Logan County Zoning Regulation was terminated following a twelve (12) year amortization schedule ending in 2002, and

WHEREAS, The Planning Commission after review of all materials, taking testimony of the applicant and surrounding property owners and finding no issues that would limit or deny this application recommended an approval of this application on the requested SUP at their January 19, 2010 meeting and that such recommendation includes the following conditions:

- 1. The permit term shall be for five (5) years on the identified and approved SUP. If any changes, such as alterations or enlargements, occur to the SUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
- 2. Continued compliance with all State of Colorado, Northeast Colorado Health Department, County and Local regulations.
- 3. Prior approval of building plans and lagoon sites for expansion area.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of Jonathon Pauling dba Two Mile Ranch for a Special Use Permit to operate a 5,000 head cattle feedlot, related equipment and structures is GRANTED, subject to the conditions set forth above.

II. FINDINGS OF FACT:

The continued use is compatible with existing land uses in the area, which is zoned Agricultural District.

BE IT THEREFORE RESOLVED, that the Special Use Permit #208 is granted for the operation of a 5,000 head feedlot for Jonathon Pauling dba Two Mile Ranch, related equipment and structures, subject to the conditions set forth above and subject to application for renewal for continued permitted use after January 26, 2015. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 26th day of January, 2010.

LOGAN COUNTY BOARD OF COMMISSIONERS LOGAN COUNTY, COLORADO

Debra L. Zwirn, Chair

// 3

James Edwards (Aye)(Nay)

-HLCKV (Y]]

I, Pamela M. Schneider, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 26th day of January, 2010.

County Clerk and Recorder

ELECTRIC LINE - RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether one or more) <u>Two Mile Ranch</u> (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Highline Electric Association, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Holyoke, Colorado, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of <u>Logan</u> , state of <u>Colorado</u> , and more particularly described as follows:
For construction of overhead power line running east and west along the south side of the Northwest quarter section 19.
Section 19 , Township 9 , North, Range 52 , West of the Sixth P.M.
and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above- described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed under- ground, of the trench and related underground facilities, by any other person, association, or corporation.
The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.
The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of the encumbrances and liens of whatsoever character except those held by the following persons:
IN WITNESS WHEREOF, the undersigned have set their hands and seals this what was a seals this with the seals the seals this with the seals this with the seals the seals this with the seals the sea
STATE OF COLORADO
(County of LOG AT
The foregoing instrument was acknowledged before me this 10 day of Arac, 2017 20_,
DY THE MARK PAULING
My Confimission expires: 2-18-19
Notary Public

MY CO MESSION EXPERIENCE 18, 2019



735664 08/31/2017 12:06 PM B: 01023 P: 838 CONTRACT Page: 1 of 1 R \$13.00 D \$0.00 T \$13.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

Highline Electric Association

IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this <u>28</u> dareferred to as the "Association" and <u>LARDYN CONSUL</u> WITNESSETH: That as such times as the Association makes and pay monthly to the Association for all electric energy us owned by others:	TING LLC electric energy available to the C	hereinafter referred to as the "Owner". Dwner, the Owner agrees to purchase from the Association
NE 1/4 of Section 19 Township 09 N Ra	nge <u>52 W</u> County <u>LOGA</u>	N State <u>COLORADO</u>
Nameplate Horsepower <u>30</u>	Phase 3	
The charges for this service and the Rules and Regulation Association, and any such future changes in those Rules and ANNUAL MINIMUM CHARGE: Except where the line extensi minimum shall be \$500.00 per year. DETERMINATION OF BILLING HORSEPOWER: The billing stabilized and normal operating conditions. PAYMENT: Owner agrees to pay billing as provided in the delinquent in payments due, the Association may require in year that the service was operating normally. Any service inverses. The Owner further agrees that s/he alone shall be be sent to another for payment. The Owner further agree against the real estate above described and may be expected and may be expec	responsible for payment of all characters by foreclosure the indebtedness incum forced by foreclosure thereof proper County Clerk and Recorded hall become necessary for the Athat a reasonable amount of all characters and the comment of all become necessary for the Athat a reasonable amount of attornent shall be for five (5) consecutions are supported by foreclosure thereof county Clerk and Recorded hall become necessary for the Athat a reasonable amount of attornent shall be for five (5) consecutions and provided the consecutions are supported by the consecution of the consecu	adopted by the Association. mum, normally for the first five years after construction, the preserver as measured by a suitable electric meter under association. If the Owner, during the preceding year, was equal to the highest one month billing for the most recent hip proceedings shall be considered delinquent for deposit arges for this service, but the Owner may request the billing for the same as any other valid lien on real estate. The er where the real estate is situated and after recording the association to employ counsel to enforce the terms of this finey's fees and costs may be added hereto. Itive irrigation seasons from the date service was originally
installed. Following completion of five (5) years, this agreem shall give the Association written notification, by April 15 , or shall be deemed terminated, and service to the irrigation we providing the Association's equipment has not been remove to serve the irrigation well without further notice to the Own required to prepay twice the estimated reinstallation costs irrigated production during the initial five year term of the commediately due and payable and the Association shall have EASEMENT: The Owner hereby agrees to grant to the Associon the premises herein above described, its electric distribution them clear of all parts of the electric system. RIGHT OF ACCESS: Owner agrees to provide and maintain and employees for the purpose of reading the meter and for that the Association's equipment may readily reach the meter MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE lack of proper motor protective equipment or from damage of power, for any reason beyond its control. UNDERGROUND SERVICE: If the Owner will be using self-passociation will install and maintain the underground facility Owner will be billed for the actual cost of underground cables. The Association will not be liable for crop damage on the or the location of the underground service makes this service waintain the underground service including main disconnect the Association and Owner are hereby terminated and cancellated.	of his unwillingness to pay the aniell may be reinstated only upon d. Following cancellation of this er. If the line is retired and the saless material. In the event that ontract all present and future min the right to remove the facilities reliation the necessary rights of way on and service lines and appliance an access road to the irrigation was or maintenance of the Association rand not be required to cross irriging and not be required to cross irriging to a point determined by the and installation, however the A siginal installation or when doing rulnerable to gopher damage, the tassociation control of the switch. All previous irrigation of	execution of a new contract having a term of one (1) year contract, the Association may remove the facilities needed ame owner requests reinstallation of this line, Owner will be the land being irrigated by this service is removed from imum payments as described in this contract, shall become needed to serve the irrigation well. If and easements to construct, operate, repair and maintain es, and also the right to cut or trim trees necessary to keep and to grant the use thereof to the Association's vehicles has facilities. Such road shall be so located and maintained gation ditches or crops. Into the liable for any damage occasioned by the failure or tion will not be liable for failure to furnish power or failure at could not function if poles were located in the field, the et Association, but not past the first main disconnect. The association will retain ownership of the underground cable, maintenance thereafter. If the Association determines that the Owner will be requested to furnish conduit or install and contracts pertaining to this particular well location between
the parties hereto.		28-2017 ur
IN WITNESS WHEREOF the parties have hereunto affixed the	ir signatures as of	- ou, / wr
LARDYN CONSULTING LLC (Owner's Name Typed)		
WEST SPRINKLER (Description)		Mol Den Manager
18413 CO RD 42.5 (Address)		OFFICE USE ONLY
STERLING CO 80751		Account# 8425345
Plus Work		R/C#
(Owner Signature) (Title)		S/O # J/O # W/O #
970-580-7180 (Telephone #)		
(Telephione #)		Previous Owner & Account #: TWO MILE RANCH
(Signifying of Witness Notes Polation)		8284995
(Sign 4 ture of Witness - Not a Relative)		Customer Copy



Highline Electric Association

IRRIGATION POWER CONTRACT AND LIEN STATEMENT

THIS AGREEMENT, made and entered into this 28 day of APRIL , 2017 by and between Highline Electric Association, hereinafter referred to as the "Association" and LARDYN CONSULTING LLC , hereinafter referred to as the "Owner". WITNESSETH: That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:						
<u>NW</u> 1/4 of Section <u>19</u>	Township .	<u>09 N</u>	Range <u>52</u>	<u>W</u> Count	y LOGAN	State <u>COLORADO</u>
Nameplate Horsepower 30				Phase <u>3</u>		
Association, and any such future of ANNUAL MINIMUM CHARGE: Eximinimum shall be \$500.00 per year DETERMINATION OF BILLING I stabilized and normal operating of PAYMENT: Owner agrees to pay delinquent in payments due, the year that the service was operating purposes. The Owner further agree be sent to another for payment. against the real estate above. Association may record this instrusame, it shall be notice of said of contract or foreclose the lien ther TERM AND CANCELLATION: The installed. Following completion of shall give the Association written shall be deemed terminated, and providing the Association's equip to serve the irrigation well without required to prepay twice the est irrigated production during the intimediately due and payable and EASEMENT: The Owner hereby a on the premises herein above desthem clear of all parts of the elect RIGHT OF ACCESS: Owner agree and employees for the purpose of that the Association's equipment MOTOR PROTECTIVE EQUIPME lack of proper motor protective e of power, for any reason beyond in UNDERGROUND SERVICE: If the Association will install and maint Owner will be billed for the actual The Association of the underground maintain the underground service.	changes in the cept where the conditions. billing as phassociation rang normally, est that s/he conditions. The Owner described aument in the bligation. In the under, the einitial term of five (5) year notification, service to the ment has not further notification, it is different to grant the Association of the cept of the cep	cose Rules as the line external revided in may require Any service alone shall further agand may be office of the event Owner agree of this agree, this agree by April 19 the irrigation to the Country of the external review of the Assectric distribution shall had a maintain the Assectric distribution of the Market of the Ma	the Rules and in advance as involved in be responsibly grees that the enforced be the proper Co it shall becomes that a reaspect that a reaspe	d Regulation deposit in a bankruptcy of the for payme indebted by foreclosuring cancella me necessary for an element of the for one (Colling cancella line is retired to remove the necessary right of the format of the be required to remove the present and to remove the present and to remove the necessary right of the format of the be required to remove the present and to remove the necessary right of the format of the f	ereafter be adopted igher minimum, in the input horsepond in so of the Association and amount equal to receivership property of all charges for the association and the amount of attorney's for the Association of this contration of the same own event that the lafuture minimum effectives of way and end appliances, and appliances, and appliances, and the association will not be contracted by the Association will intend by the Association will intend by the Association will intend by the Association will amage, the Owner than the Intended by the Association contracted thall be binding up the Intended	normally for the first five years after construction, the ower as measured by a suitable electric meter under ation. If the Owner, during the preceding year, was to the highest one month billing for the most recent occedings shall be considered delinquent for deposit for this service, but the Owner may request the billing under this contract shall be considered as a lien same as any other valid lien on real estate. The ere the real estate is situated and after recording the ation to employ counsel to enforce the terms of this fees and costs may be added hereto. Trigation seasons from the date service was originally and shall automatically be renewed unless the Owner minimum. Following such written notice, this contract tion of a new contract having a term of one (1) year act, the Association may remove the facilities needed where requests reinstallation of this line, Owner will be and being irrigated by this service is removed from payments as described in this contract, shall become d to serve the irrigation well. The example of the Association's vehicles cilities. Such road shall be so located and maintained as the grant the use thereof to the Association's vehicles cilities. Such road shall be so located and maintained
IN WITNESS WHEREOF the partie	s have hereu	into affixed	their signatu	res as of	1 220	- Se - Turk
LARDYN CONSULTING L (Owner's Name Typed)	LC		_			
WEST SPRINKLER (Description)			_		,	The Markeyer
18413 CO RD 42.5 (Address)						OFFICE USE ONLY
STERLING CO 80751			_			Account # 8425 334
<u> </u>						R/C# S/O#69759
(Owner Signature)	(Title)		_			J/O#
970-580-7180 (Telephone #)						Previous Owner & Account #:
Jan m Kinn	4.					TWO MILE RANCH
(Signature of Witness - Not a Relative)	7					8284986 Customer Copy

RESOLUTION

NO. 2019-22

A RESOLUTION GRANTING THE RENEWAL AND AMENDMENT OF SPECIAL USE PERMIT #189 ISSUED TO LARDYN CONSULTING, LLC, FOR THE OPERATION OF A 5,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO.

WHEREAS, Lardyn Consulting, LLC, has applied to amend and renew Special Use Permit #189 for a 5,000 head continued operation of and existing cattle feedlot operation lying in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado; and

WHEREAS, the Board of Logan County Commissioners established a Special Use Permit on the identified land for a 5,000 head cattle feedlot on the 26th day of January, 2010 for Jonathon Pauling dba Two Mile Ranch, with such operation continuing to present, and now under the ownership of Lardyn Consulting, LLC, under full compliance with all applicable Federal, State, County and Northeast Colorado Health Department (NCHD) regulations; and

WHEREAS, the Applicant submitted an Engineering Report and Site Plan in support of the application, detailing the proposed feedlot operation; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment and renewal of Special Use permit #189 at its April 16, 2019 meeting; and

WHEREAS, the State of Colorado Department of Public Health and Environment, Environmental Agriculture Program, has registered this facility to a maximum capacity of 2,500 animal units and the facility is operating at or below this cap; and

WHEREAS, on April 30, 2019, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended and renewed Special Use Permit #189 for Lardyn Consulting, LLC, to operate a 5,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of Lardyn Consulting, LLC to renew and amend Special Use Permit #189 for a 5,000 head cattle feedlot, with related equipment and structures, as defined by CDPHE regulations, to be located in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado as described in the Engineering Report and Site Plan submitted by the Applicant, is hereby approved, subject to the following conditions:

- 1. The permit term shall be for ninety-nine (99) years on the identified and approved Special Use Permit #189. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all other Federal, State and local rules and regulations. Periodic reviews for compliance with such regulations shall be conducted every five (5) years. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
- 2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

3. The Applicant must obtain the CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

II. FINDINGS OF FACT:

- 1. The continued use on the described site is compatible with the Logan County Master Plan and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for a cattle feedlot operation.
- 2. This facility is State CDPHE permitted for a capacity of 2,500 head, with additional approval and permitting required for the capacity limit of 5,000 head.

BE IT THEREFORE RESOLVED, that Special Use Permit #189 is renewed allowing Lardyn Consulting, LLC, to operate a 5,000 head maximum confined animal unit feeding operation located on the above described property, subject to application for renewal for continued permitted use after May 21, 2118. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicants are responsible for complying with all of the foregoing conditions of this permit. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done this 30th day of April, 2019.

LOGAN COUNTY BOARD OF COMMISSIONERS LOGAN COUNTY, COLORADO

<u>ye) (Nay)</u>

Joseph A. McBride, Chairman

Ayentiva

Jane E. Bauder

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 30th day of April, 2019.

County Clerk and Recorder

-2-94



SUBSCRIPTION AGREEMENT

This Subscription Agreement is entered into by and between Two Mile Ranch, whose address is 60773 State Hwy 71, Stoneham, CO 80754 (hereinafter referred to as "Member") and Point of Rocks Water Company, L.L.C., a Colorado Limited Liability Company, ("Water Company"), whose address is 112 North 8th Avenue, Sterling, Colorado 80751.

In consideration of the mutual covenants and promises specified in the Operating Agreement for the Point of Rocks Water Company, L.L.C., ("Operating Agreement"), a copy of which is at the office of the Water Company and which is incorporated herein by this reference, the Subscriber agrees as follows:

- 1. <u>Agreement to Operating Agreement</u>. The Member hereby irrevocably subscribes to, agrees to and ratifies the Operating Agreement and the Member shall be bound by and governed by the terms and conditions of the Operating Agreement.
- Pledge and Lease of Water Rights. The Member is the owner of certain real property located within the North Sterling Irrigation District, as described on the attached Exhibit "A" (the "Property"), which the Member agrees consists of 745.84 acres. The North Sterling Irrigation District is a Colorado irrigation district that distributes water to land owners within boundaries of the North Sterling Irrigation District. By virtue of ownership of the Property, the Member has the right to receive pro-rata water deliveries based on the number of acres of the Property within North Sterling Irrigation District, including, but not limited to, water storage rights decreed to the North Sterling Reservoir by the decree entered in Case No. 2142 by the District Court in and for Water Division No. 1 on January 5, 1922 including:
 - a. Priority No. 53 A for 69,446 acre-feet, diverted at a rate of 300 cfs, from the South Platte River, with an appropriation date of June 15, 1908;
 - **b.** Priority No. 79 for 11,954 acre-feet, diverted at an additional rate of 411 cfs, from the South Platte River, with an appropriation date of August 1, 1915.

The foregoing water rights are described collectively hereinafter as the "North Sterling Reservoir Water Rights." A change of use for the North Sterling Reservoir Water Rights to include domestic, industrial, commercial, municipal, irrigation, stockwatering, recreation, fish and wildlife purposes, fire protection and all other beneficial uses, including augmentation, in addition to previously decreed uses for irrigation, recreation, wildlife and piscatorial purposes is being sought in Case No. 96CW1034, which is currently pending before the Water Court in and for Water Division No. 1. The Member's right to receive a pro-rata portion of the North Sterling Reservoir Water Rights shall be limited by and subject to the Operating Agreement, and shall be irrevocably pledged and leased to the Water Company pursuant to the terms of the Operating Agreement.

3. Representations and Warranties of Member. The Member hereby represents and warrants to the Water Company the following:



- **a.** The Member is at least twenty-one (21) years of age.
- b. The Member is a land owner within the North Sterling Irrigation District and has pledged and leased to the Water Company the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights.
- c. The Member has reviewed the Lease Agreement between the Water Company and Public Service Company of Colorado, and has reviewed the Operating Agreement, and the Management Agreement between the Water Company and the North Sterling Irrigation District. Further, the Member has performed such investigations as the Member deems necessary, and has obtained such independent advice and counsel as required by the Member and the Member recognizes and accepts the risks and obligations associated with being a Member of the Water Company. No statement or material contrary to the information contained in the documentation provided by the Water Company has been given or made to the Member by the Water Company or its representatives. The Member expressly acknowledges that membership in the Water Company may result in a reduction in the amount of water available to the Member from the North Sterling Irrigation District.
- d. The Member expressly acknowledges that the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights is subject to restrictions on transfer as described in the Operating Agreement.
- 4. Authority to Reissue Membership Interest Certificate. In the event that (1) a Member of the Water Company excludes lands from the North Sterling Irrigation District that are subject to the Member's Subscription Agreement in accordance with the Operating Agreement, or (2) sells or otherwises conveys the Member's interest in the land in the North Sterling Irrigation District, the Member hereby authorizes the Water Company to cancel the Membership Interest Certificate issued to the Member, and issue to the Member or any Mortgagee of the Member or any successor of the Member, a new Membership Interest Certificate or certificates which contain the restrictions described in the Operating Agreement.
- of any tax assessment on the Property, the Water Company may pay the required assessment, and the Member expressly agrees that the Water Company shall have a lien on the Property for both the amount paid toward the tax assessment by the Water Company, and for any and all costs of recovering such funds from the Member, including attorneys' fees. The Member further agrees that the Water Company shall have the right to assess a carrying charge on such funds in the amount of one and one half percent (1 ½ %) per month until such funds have been repaid in full by the Member. The Member further agrees that until such time as the Water Company has been fully repaid by the Member for both the amount paid toward the assessment and any and all costs of recovering such funds from the Member, including the interest described in this paragraph and attorneys' fees, that the Member shall have no right to receive any amount payable to the Member under this Subscription Agreement from the Water Company, and that such amounts shall be retained by the



Water Company until both the amounts paid toward the assessment by the Water Company and any and all costs of recovering such funds, including the interest described in this paragraph and attorneys' fees have been recouped by the Water Company.

- Term. This Subscription Agreement shall terminate on the date the Lease Agreement between Public Service Company and the Water Company terminates, unless continued as described in the Operating Agreement.
- 7. **Recording.** This Subscription Agreement shall be recorded at the office of the Logan County Clerk and Recorder, and the terms of this Subscription Agreement shall be a covenant running with the Property, and the above-referenced Membership Interest Certificate, and any and all replacement or alternative certificates, and running with the water rights represented by said Membership Interest, and running with the Member's right to receive delivery of a pro-rata portion of the North Sterling Reservoir Water Rights, and running with the Operating Agreement. This Subscription Agreement shall bind the Member, and the Member's agents, heirs, successors and assigns.
- 8. **Effective Date.** This Subscription Agreement shall be effective on the date it is accepted by the Water Company.

Signed this <u>27</u> day o	<u>October</u> , 2005.	
	Two Mile Rand	M far j



State of Colorado
) ss.

County of

Subscribed and sworn to before me this 21 day of Cook, 2005, by Two Mile Ranch. Witness my hand and official seal.

My Communication as a sea to 10/28/2008

POINT OF ROCKS WATER COMPANY, L.L.C. A COLORADO LIMITED LIABILITY COMPANY

For the Point of Rocks Water Company, L.L.C. Management Committee

EXHIBIT A

The Member owns the following land within the North Sterling Irrigation District, and to the extent the following description includes land that is not located within the North Sterling Irrigation District, this Subscription Agreement shall not apply to any land not located within the North Sterling Irrigation District:



Township 9 North, Range 52 West of the Sixth P.M., Logan County, Colorado

SECTION 18: SKNEk and Sk, EXCEPTING from the SWk a tract of land described as: Beginning at a point from whence the quarter corner on the West line of Section 18 bears South 88°50' West 1255 feet; thence South 37°30' East 41 feet; thence South 52°12' East 43 feet; thence South 65°36' East 31 feet; thence South 66°15' East 136 feet; thence North 49° East 90 feet; thence North 5°15' East 85 feet; thence South 88°50' West 300 feet to the place of beginning (containing less than one acre, being approximately 25,000 square feet)

SECTION 19: No and SEA; EXCEPT a tract of land containing 1.11 acres, more or less in the NEI/4 described as: Beginning at a point from whence the Northeast corner of said Section 19 bears North 72°34' East a distance of 2714.8 feet; thence North 89°22'20" East, a distance of 125 feet; thence South 2°05'50" West, a distance of 420.5 feet; thence South 89°22'20" West, a distance of 105 feet; thence North 0°37'40" West, a distance of 420 feet to the point of beginning SECTION 30: NEWNEY

SUBSCRIPTION AGREEMENT

This Subscription Agreement is entered into by and between Two Mile Ranch, a General Partnership, whose address is 18503 LCR 42.5, Sterling, CO 80751 (hereinafter referred to as "Member"), and Point of Rocks Water Company II, L.L.C., a Colorado Limited Liability Company, ("Water Company"), whose address is 112 North 8th Avenue, Sterling, Colorado 80751.

In consideration of the mutual covenants and promises specified in the Operating Agreement for the Point of Rocks Water Company II, L.L.C., ("Operating Agreement"), a copy of which is at the office of the Water Company and which is incorporated herein by this reference, the Subscriber agrees as follows:

- 1. <u>Agreement to Operating Agreement</u>. The Member hereby irrevocably subscribes to, agrees to and ratifies the Operating Agreement and the Member shall be bound by and governed by the terms and conditions of the Operating Agreement.
- 2. Pledge and Lease of Water Rights. The Member is the owner of certain real property located within the North Sterling Irrigation District, as described on the attached Exhibit "A" (the "Property"), which the Member agrees consists of 165.41 acres. The North Sterling Irrigation District is a Colorado irrigation district that distributes water to land owners within boundaries of the North Sterling Irrigation District. By virtue of ownership of the Property, the Member has the right to receive pro-rata water deliveries based on the number of acres of the Property within North Sterling Irrigation District, including, but not limited to, water storage rights decreed to the North Sterling Reservoir by the decree entered in Case No. 2142 by the District Court in and for Water Division No. 1 on January 5, 1922 including:
 - a. Priority No. 53 A for 69,446 acre-feet, diverted at a rate of 300 cfs, from the South Platte River, with an appropriation date of June 15, 1908;
 - **b.** Priority No. 79 for 11,954 acre-feet, diverted at an additional rate of 411 cfs, from the South Platte River, with an appropriation date of August 1, 1915.

The foregoing water rights are described collectively hereinafter as the "North Sterling Reservoir Water Rights." A change of use for the North Sterling Reservoir Water Rights to include domestic, industrial, commercial, municipal, irrigation, stockwatering, recreation, fish and wildlife purposes, fire protection and all other beneficial uses, including augmentation, in addition to previously decreed uses for irrigation, recreation, wildlife and piscatorial purposes was decreed by the District Court in and for Water Division No. 1 in Case 96CW1034 by Findings Of Fact, Conclusions Of Law, Judgment And Decree Of The Water Court dated July 21, 2006 ("Change Decree"). The Member's right to receive a pro-rata portion of the North Sterling Reservoir Water Rights shall be limited by and subject to the Operating Agreement, and shall be irrevocably pledged and leased to the Water Company pursuant to the terms of the Operating Agreement.

3. Representations and Warranties of Member. The Member hereby represents and warrants to the Water Company the following:



- **a.** The Member is at least twenty-one (21) years of age.
- **b.** The Member is a land owner within the North Sterling Irrigation District and has pledged and leased to the Water Company the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights.
- c. The Member has reviewed the Water Sale and Purchase Agreement between the Water Company and BNN Western, LLC, the Operating Agreement, and the Management Agreement between the Water Company and the North Sterling Irrigation District. Further, the Member has performed such investigations as the Member deems necessary, and has obtained such independent advice and counsel as required by the Member and the Member recognizes and accepts the risks and obligations associated with being a Member of the Water Company. No statement or material contrary to the information contained in the documentation provided by the Water Company has been given or made to the Member by the Water Company or its representatives. The Member expressly acknowledges that membership in the Water Company may result in a reduction in the amount of water available to the Member from the North Sterling Irrigation District.
- **d.** The Member expressly acknowledges that the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights is subject to restrictions on transfer as described in the Operating Agreement.
- 4. <u>Authority to Reissue Membership Interest</u>. In the event that (1) a Member of the Water Company excludes lands from the North Sterling Irrigation District that are subject to the Member's Subscription Agreement in accordance with the Operating Agreement, or (2) sells or otherwise conveys the Member's interest in the land in the North Sterling Irrigation District, the Member hereby authorizes the Water Company to cancel the Membership Interest issued to the Member, and issue to the Member or any Mortgagee of the Member or any successor of the Member, a new Membership Interest which contain the restrictions described in the Operating Agreement.
- portion of any tax assessment on the Property, the Water Company may pay the required assessment, and the Member expressly agrees that the Water Company shall have a lien on the Property for both the amount paid toward the tax assessment by the Water Company, and for any and all costs of recovering such funds from the Member, including attorneys' fees. The Member further agrees that the Water Company shall have the right to assess a carrying charge on such funds in the amount of one and one half percent (1 ½ %) per month until such funds have been repaid in full by the Member. The Member further agrees that until such time as the Water Company has been fully repaid by the Member for both the amount paid toward the assessment and any and all costs of recovering such funds from the Member, including the interest described in this paragraph and attorneys' fees, that the Member shall have no right to receive any amount payable to the Member under this Subscription Agreement from the Water Company, and that such amounts shall be retained by the Water Company until both the amounts paid toward the assessment by the Water Company and any and all costs of recovering such funds, including the

734578 06/21/2017 09:27 AM B: 01022 P: 751 AGR Page: 3 of 4 R \$28.00 D \$0.00 T \$28.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

interest described in this paragraph and attorneys' fees have been recouped by the Water Company.

- **6.** <u>Term.</u> This Subscription Agreement shall terminate on the date the Water Company terminates.
- 7. Recording. This Subscription Agreement shall be recorded at the office of the Logan County Clerk and Recorder, and the terms of this Subscription Agreement shall be a covenant running with the Property, and the above-referenced Membership Interest, and any and all replacement or alternative Membership Interest, and running with the water rights represented by said Membership Interest, and running with the Member's right to receive delivery of a pro-rata portion of the North Sterling Reservoir Water Rights, and running with the Operating Agreement. This Subscription Agreement shall bind the Member, and the Member's agents, heirs, successors and assigns.
- **8.** <u>Effective Date.</u> This Subscription Agreement shall be effective on the date it is accepted by the Water Company.

accepted by the water Company.	
Signed this 13th day of	April, 2017.
	Two Mile Ranch, a General Partnership
State of Colorado)	
) ss. County of Logan)	
Subscribed and sworn to AND PAULUM General Partnership Witness my	before me this 13 th day of Hpill, 2017, by as Painur of Two Mile Ranch, a y hand and official seal.
My Commission expires: // -/2-2	2020 Mickie Do Smith
VICKIE JO SMITH NOTARY PUBLIC STATE OF COLORADO AC NOTARE ID: 20044037286 COMMISSION EXPIRES NOVEMBER 12, 2020	Notary Public POINT OF ROCKS WATER COMPANY II, L.L.C. A COLORADO LIMITED LIABILITY COMPANY
Date: June 16, 2017	By: James J. James For the Point of Rocks Water Company II, L.L.C.

3

Management Committee

EXHIBIT A

The Member owns the following land within the North Sterling Irrigation District, and to the extent the following description includes land that is not located within the North Sterling Irrigation District, this Subscription Agreement shall not apply to any land not located within the North Sterling Irrigation District:

North Sterling Irrigation District Farm Number: P1F5

Land located in Section 18 & 19, Township 9 North, Range 52 West of the 6th P.M., generally described as follows:

E2 Exc 68.81 Ac Tract in NE4

Total Number of Acres: 165.41

SUBSCRIPTION AGREEMENT

This Subscription Agreement is entered into by and between Two Mile Ranch, a General Partnership, whose address is 18503 LCR 42.5, Sterling, CO 80751 (hereinafter referred to as "Member"), and Point of Rocks Water Company II, L.L.C., a Colorado Limited Liability Company, ("Water Company"), whose address is 112 North 8th Avenue, Sterling, Colorado 80751.

In consideration of the mutual covenants and promises specified in the Operating Agreement for the Point of Rocks Water Company II, L.L.C., ("Operating Agreement"), a copy of which is at the office of the Water Company and which is incorporated herein by this reference, the Subscriber agrees as follows:

- 1. <u>Agreement to Operating Agreement</u>. The Member hereby irrevocably subscribes to, agrees to and ratifies the Operating Agreement and the Member shall be bound by and governed by the terms and conditions of the Operating Agreement.
- 2. Pledge and Lease of Water Rights. The Member is the owner of certain real property located within the North Sterling Irrigation District, as described on the attached Exhibit "A" (the "Property"), which the Member agrees consists of 745.84 acres. The North Sterling Irrigation District is a Colorado irrigation district that distributes water to land owners within boundaries of the North Sterling Irrigation District. By virtue of ownership of the Property, the Member has the right to receive pro-rata water deliveries based on the number of acres of the Property within North Sterling Irrigation District, including, but not limited to, water storage rights decreed to the North Sterling Reservoir by the decree entered in Case No. 2142 by the District Court in and for Water Division No. 1 on January 5, 1922 including:
 - a. Priority No. 53 A for 69,446 acre-feet, diverted at a rate of 300 cfs, from the South Platte River, with an appropriation date of June 15, 1908;
 - **b.** Priority No. 79 for 11,954 acre-feet, diverted at an additional rate of 411 cfs, from the South Platte River, with an appropriation date of August 1, 1915.

The foregoing water rights are described collectively hereinafter as the "North Sterling Reservoir Water Rights." A change of use for the North Sterling Reservoir Water Rights to include domestic, industrial, commercial, municipal, irrigation, stockwatering, recreation, fish and wildlife purposes, fire protection and all other beneficial uses, including augmentation, in addition to previously decreed uses for irrigation, recreation, wildlife and piscatorial purposes was decreed by the District Court in and for Water Division No. 1 in Case 96CW1034 by Findings Of Fact, Conclusions Of Law, Judgment And Decree Of The Water Court dated July 21, 2006 ("Change Decree"). The Member's right to receive a pro-rata portion of the North Sterling Reservoir Water Rights shall be limited by and subject to the Operating Agreement, and shall be irrevocably pledged and leased to the Water Company pursuant to the terms of the Operating Agreement.

3. Representations and Warranties of Member. The Member hereby represents and warrants to the Water Company the following:



- **a.** The Member is at least twenty-one (21) years of age.
- **b.** The Member is a land owner within the North Sterling Irrigation District and has pledged and leased to the Water Company the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights.
- c. The Member has reviewed the Water Sale and Purchase Agreement between the Water Company and BNN Western, LLC, the Operating Agreement, and the Management Agreement between the Water Company and the North Sterling Irrigation District. Further, the Member has performed such investigations as the Member deems necessary, and has obtained such independent advice and counsel as required by the Member and the Member recognizes and accepts the risks and obligations associated with being a Member of the Water Company. No statement or material contrary to the information contained in the documentation provided by the Water Company has been given or made to the Member by the Water Company or its representatives. The Member expressly acknowledges that membership in the Water Company may result in a reduction in the amount of water available to the Member from the North Sterling Irrigation District.
- d. The Member expressly acknowledges that the Member's right to receive a pro rata portion of the North Sterling Reservoir Water Rights is subject to restrictions on transfer as described in the Operating Agreement.
- 4. <u>Authority to Reissue Membership Interest</u>. In the event that (1) a Member of the Water Company excludes lands from the North Sterling Irrigation District that are subject to the Member's Subscription Agreement in accordance with the Operating Agreement, or (2) sells or otherwise conveys the Member's interest in the land in the North Sterling Irrigation District, the Member hereby authorizes the Water Company to cancel the Membership Interest issued to the Member, and issue to the Member or any Mortgagee of the Member or any successor of the Member, a new Membership Interest which contain the restrictions described in the Operating Agreement.
- portion of any tax assessment on the Property, the Water Company may pay the required assessment, and the Member expressly agrees that the Water Company shall have a lien on the Property for both the amount paid toward the tax assessment by the Water Company, and for any and all costs of recovering such funds from the Member, including attorneys' fees. The Member further agrees that the Water Company shall have the right to assess a carrying charge on such funds in the amount of one and one half percent (1 ½ %) per month until such funds have been repaid in full by the Member. The Member further agrees that until such time as the Water Company has been fully repaid by the Member for both the amount paid toward the assessment and any and all costs of recovering such funds from the Member, including the interest described in this paragraph and attorneys' fees, that the Member shall have no right to receive any amount payable to the Member under this Subscription Agreement from the Water Company, and that such amounts shall be retained by the Water Company until both the amounts paid toward the assessment by the Water Company and any and all costs of recovering such funds, including the

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interest described in this paragraph and attorneys' fees have been recouped by the Water Company.

- **6.** <u>Term.</u> This Subscription Agreement shall terminate on the date the Water Company terminates.
- 7. Recording. This Subscription Agreement shall be recorded at the office of the Logan County Clerk and Recorder, and the terms of this Subscription Agreement shall be a covenant running with the Property, and the above-referenced Membership Interest, and any and all replacement or alternative Membership Interest, and running with the water rights represented by said Membership Interest, and running with the Member's right to receive delivery of a pro-rata portion of the North Sterling Reservoir Water Rights, and running with the Operating Agreement. This Subscription Agreement shall bind the Member, and the Member's agents, heirs, successors and assigns.
- **8. Effective Date.** This Subscription Agreement shall be effective on the date it is accepted by the Water Company.

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Signed this 13 th day of 1	90xi/ , 2017.
	Two Mile Ranch, a General Partnership Man a Young
State of Colorado) ss.	
County of Logan)	
Subscribed and sworn to Mavic Pauling Ranch, a General Partnership. W	before me this A day of Horl , 2017, by as Partner of Two Mile itness my hand and official seal.
My Commission expires: //-12-2	ve Vicka go 5 mil
VICKIE JO SMITH	Notary Public
NOTARY PUBLIC	
ACC \$TATE OF COLORADO NOTARY ID 20044037286	POINT OF ROCKS WATER COMPANY II, L.L.C.
COMMISSION EXPIRES NOVEMBER 12, 2020	A COLORADO LIMITED LIABILITY COMPANY
Date: June 16, 2017	By: Janos J. Galm
	For the Point of Rocks Water Company II, L.L.C.
	Management Committee
	3

EXHIBIT A

The Member owns the following land within the North Sterling Irrigation District, and to the extent the following description includes land that is not located within the North Sterling Irrigation District, this Subscription Agreement shall not apply to any land not located within the North Sterling Irrigation District:

North Sterling Irrigation District Farm Number: P2F7

Land located in Section 18 & 19, Township 9 North, Range 52 West of the 6th P.M., generally described as follows:

S1/2NE1/4 & 1 acre m/l NW1/4NE1/4 & S1/2 Exc 1 acre m/l Section 18 & N1/2 & SE1/4 Exc 1 acre m/l in NW1/4NE1/4 Desk Bk 805 Pgs 794-795 Section 19

Total Number of Acres: 745.84



RESOLUTION No.: 99-50

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.
- J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Lyle Schumacher, Chairman

Roy A. Wheeler

(Aye) (Nay)

James R. La Force

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

Clerk and Recorder



EXHIBIT "A"

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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

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

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

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

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

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



Real Estate Transfer Disclosure.

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

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

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN

THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS		
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUN	۷TY	
RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIG	ТН	
TO FARM RESOLUTION NO		

SELLER'S INFORMATION

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

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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

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

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

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

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

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

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

Seller_ Seller_	·	Date Date	
	I/WE ACKNOWLEDGE RECEIPT OF A	A COPY OF THIS STATEMENT	
Buyer_ Buyer		Date Date	

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

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

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

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

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

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

EXHIBIT "C"

DISPUTE RESOLUTION PROCEDURES and REAL ESTATE TRANSFER DISCLOSURE

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

Resolution of Disputes and Procedure for Complaints and Investigation

- A. Nuisances which affect public health.
 - (1) Complaints. A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.
 - (2) Investigations. The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.
 - (3) Declaration of Nuisance. If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.
- **B. Nuisances Not Involving Public Health.** The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.
- **C.** Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.





- 1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.
- (b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.
- 2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:
 - (a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;
 - (b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.
 - (c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.
 - (d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.
 - (e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

CERTIFICATE OF EXCLUSION AND INCLUSION THE NORTH STERLING IRRIGATION DISTRICT

Sterling, Colorado September 8, 2017

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY, That the Board of Directors of The North Sterling Irrigation District after due and regular notice by publication, and a hearing given for any objections at regular meeting of said Board held September 8, 2017, as required by law, upon the petition of Lardyn Consulting LLC, owner, has by resolution duly passed and adopted: EXCLUDE from The North Sterling Irrigation District the following described land, to-wit:

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19) in Township Nine (9) North Range Fifty Two (52) West of the Sixth (6th) P.M., and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) in Section Thirteen (13) in Township Nine (9) North, Range Fifty Three (53) West of the Sixth (6th) P.M., all in Logan County, Colorado, for a total of 95.00 acres within the District.

The Board finding that 44.00 acres of said land is pasture and is being sold and is not benefited by The North Sterling Irrigation District, therefore said land shall not be entitled to the use of water, and that none of said land shall hereafter be subject to any of the special assessments or taxes on account of the said North Sterling Irrigation District.

AND THAT in lieu thereof the following land, owned by Lardyn Consulting LLC, which currently contains 10.00 acres within the District be now INCLUDED to a total of 54.00 acres within The North Sterling Irrigation District, to-wit

The Southwest Quarter of the Northwest

Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$)- (Currently containing 10.00 acres) - - - - 38.00 acres

in Section Nineteen (19), Township

Nine (9) North, Range Fifty Two (52)

West of the Sixth (6th) P.M., in Logan

County, Colorado.

The Northwest Quarter of the Southeast

Quarter (NW 1/4 SE 1/4) ----- 16.00 acres

in Section Thirteen (13), Township

Nine (9) North, Range Fifty Three (53)

West of the Sixth (6th) P.M., in Logan

County, Colorado.

Said land, in the total amount of 54.00 acres is now subject to the additional burdens of taxation of 44.00 acres and entitled to such privileges in the use of water as are all other lands with The North Sterling Irrigation District.

THE NORTH STERLING IRRIGATION DISTRICT

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CERTIFICATE OF EXCLUSION AND INCLUSION THE NORTH STERLING IRRIGATION DISTRICT

Sterling, Colorado January 8, 2018

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY, That the Board of Directors of The North Sterling Irrigation District after due and regular notice by publication, and a hearing given for any objections at regular meeting of said Board held January 8, 2018, as required by law, upon the petition of Lardyn Consulting LLC, owner, has by resolution duly passed and adopted: EXCLUDE from The North Sterling Irrigation District the following described land, to-wit:

The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) all in Section Eighteen (18) in Township Nine (9) North Range Fifty Two (52) West of the Sixth (6th) P.M., all in Logan County, Colorado, for a total of 230.75 acres within the District.

The Board finding that 122.66 acres of the above described land is pasture land and is being sold and is not benefited by The North Sterling Irrigation District, therefore said land shall not be entitled to the use of water, and that the land as described below shall hereafter be subject to any of the special assessments or taxes on account of the said North Sterling Irrigation District.

SW $\frac{1}{4}$ NE $\frac{1}{4}$ 18-9-52 contains 39.54 acres amount to be excluded 39.54 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$ 18-9-52 contains 40.40 acres amount to be excluded 21.07 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$ 18-9-52 contains 34.38 acres amount to be excluded 4.83 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$ 18-9-52 contains 39.69 acres amount to be excluded 39.69 acres NE $\frac{1}{4}$ SE $\frac{1}{4}$ 18-9-52 contains 36.49 acres amount to be excluded 6.76 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$ 18-9-52 contains 40.25 acres amount to be excluded 10.77 acres

AND THAT in lieu thereof the following land, owned by Lardyn Consulting LLC, which currently contains 51.00 acres within the District be now INCLUDED to a total of 173.66 acres within The North Sterling Irrigation District, to-wit

The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4)- (Currently containing 7.00 acres) ---- 13.66 acres in Section Nineteen (19), Township Nine (9) North, Range Fifty Two (52) West of the Sixth (6th) P.M., in Logan County, Colorado. The Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) - (Currently containing 16.00 acres) -- 40.00 acres The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) ------ 40.00 acres The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) - (Currently containing 28.00 acres) - - - 40.00 acres The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) ------ 40.00 acres All in Section Thirteen (13), Township Nine (9) North, Range Fifty Three (53) West of the Sixth (6th) P.M., in Logan County, Colorado.

Lardyn Consulting Certification Page 2

Said land, in the total amount of 173.66 acres is now subject to the additional burdens of taxation of 122.66 acres and entitled to such privileges in the use of water as are all other lands with The North Sterling Irrigation District.

THE NORTH STERLING IRRIGATION DISTRICT

President(