

STERLING FARM & FEEDLOT AUCTION — TITLE EXCEPTIONS

November 19, 2024

DUE DILIGENCE PACKET



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THE UNITED STATES OF AMERICA,

Timber Culture Certificate No 504

Application 12332

To all to Whom these Presents shall come, GREETING:

Whereas, There has been deposited in the General Land Office of the United States a certificate of the register of the land office at Sterling Colorado whereby it appears that, pursuant to the acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the growth of timber on the Western Prairies" the claim of George W. McClain has been established and duly consummated, in conformity to law, for the North East Quarter of Section thirteen in Township nine north of Range fifty three West of the North Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said George W. McClain the tract of land above described:

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

In Testimony Whereof, I, Theodore Roosevelt 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 eighteenth day of October, in the year of our Lord one thousand eight hundred and one, and of the Independence of the United States the one hundred and twenty sixth

BY THE PRESIDENT: T. Roosevelt
By F. M. McLean Secretary.

C. H. Bassett Recorder of the General Land Office.



Colorado
Recorded, Vol. 140 Page 75

Filed for Record the 9 day of June A. D. 1806 at 4⁵⁰ o'clock P. M.
By Ella L. Crissman Deputy.

THE UNITED STATES OF AMERICA.

Certificate No. 16

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, George W. McClain of Logan County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling Colorado whereby it appears that full payment has been made by the said George W. McClain according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands;" and the acts supplemental thereto, for

The west half of the South West Quarter of Section Eighteen in Township Nine North of Range fifty Two West and the East half of the South East Quarter of Section thirteen in Township nine North of Range Fifty Three, West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty three acres and fifty hundredths of an acre.

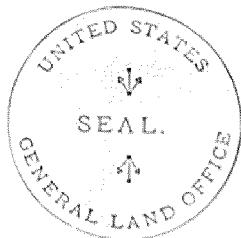
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said George W. McClain

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

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

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

GIVEN under my hand, at the City of Washington, the Eleventh day of January, in the year of our Lord one thousand ^{eight} ~~nine~~ hundred and ninety two, and of the Independence of the United States the one hundred and thirteenth



BY THE PRESIDENT: Benjamin Harrison
By E. Macfarland Asst. Secretary.
D. P. Roberts Recorder of the General Land Office.

Recorded, Colorado Vol. 2 R. Q, Page 10

Filed for Record the 9 day of June A. D. 1906, at 4:55 o'clock P. M.

Ellen L. Crossman
Clk
By _____ Deputy.

Sterling 019866

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at *Sterling, Colorado*, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Edward Thomas Edwards* has been established and duly consummated, in conformity to law, for the

southeast quarter of the southwest quarter of Section thirteen and the northeast quarter of the northwest quarter of Section twenty-four in Township nine north of Range fifty-three west of the Sixth Principal Meridian, Colorado, containing eighty acres

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

Now Know Ye, That there is, therefore granted by the United States unto the said claimant... the tract of Land above described; To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant... and to the heirs and assigns of the said claimant... forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

Given Under my hand, ^{in the District of Columbia} at the City of Washington, the *Tenth* day of *June*, in the year of our Lord one thousand nine hundred and *nineteen* and of the Independence of the United States the one hundred and *forty-third*.



BY THE PRESIDENT: *Woodrow Wilson*

By *M. P. L. Roy* SECRETARY.

L. J. C. Lamas
Recorder of the General Land Office.

Recorded: Patent No. *684985*

Filed for Record the *12* day of *July* A. D. 19 *19*, at *2:10* o'clock *P.* M.

Mabel E. Whiteley RECORDER.

By *B. J. Ragatz* DEPUTY.

THE UNITED STATES OF AMERICA.

Sterling 018777

Feb 4 - 1921

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at *Sterling, Colorado*, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Hoana S. Aanes has been established and duly consummated, in conformity to law, for the *west half of the southeast quarter of Section thirteen and the north half of the northeast quarter of Section twenty-four in Township nine North of Range fifty-three west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres.*

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

Now Know Ye, That there is, therefore, granted by the United States unto the said claimant...the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant...forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

Given Under my hand, at the City of Washington, the *twenty eighth* day of *January*, in the year of our Lord one thousand nine hundred and *twenty one* and of the Independence of the United States the one hundred and *forty fifth*

BY THE PRESIDENT: *Woodrow Wilson*

By *M. P. Le Roy* SECRETARY.

L. D. Lamar
Recorder of the General Land Office.



Recorded: Patent No. *792600*

Filed for Record the *10* day of *Feb* A. D. 19*21*, at *10 05* o'clock *A.* M.

Edyth C. Wheeler RECORDER.

By *Oliver P. Engel* DEPUTY.

REPORT AND FINDINGS OF BOARD OF ARBITRATION

WHEREAS, the undersigned, Joseph P. Dillon, John Lutin and J.W. Ramsey, have been chosen as a Board of Arbitration, in accordance with the terms of a certain agreement by and between George McClain, of Logan Co., and the Board of County Commissioners of Logan County, Colo. dated July 8th, 1913, which said agreement provides, among other things, that this Board shall meet on Saturday, July 19th, at Sterling, Colo. and proceed to view the premises on which it is desired to open a road, to-wit:-

The N.W. 1/4 Sec. 18, -9-52, the W. 1/2 S.W. 1/4 18-9-52, and the N.E. 1/4 and the E. 1/2 S.E. 1/4 Sec. 13, -9-53, Logan Co., Colo. and ascertain the amount of compensation said County Commissioners shall pay to said George McClain for a strip of ground 30 feet in width off the said Sec 18, and thirty feet in width off the east side of said Sec. 13, as right-of-way for road in which agreement both parties agree to abide by the decision of this Board of Arbitration,

Now, Therefore, we hereby certify that we have this day viewed the premises, and have gone over the ground desired as a right-of-way, and after careful consideration of all circumstances in connection therewith, DO FIND that the said George McClain, is entitled, as just compensation for the said strip of ground for said roadway, the sum of One Hundred Seventy-five (\$175.00) Dollars.

J.P. Dillon
John Lutin
J.W. Ramsey
Board of Arbitration

Subscribed and sworn to before me this 19th day of July, 1913.
My Commission expires Oct. 2, 1915.



J.R. Jenkins
Notary.

Table with columns TP. and RANGE, containing a grid for recording survey data.

County Clerk.
Deputy.
was taken, and

card B

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.

J. Van Valkenburg
Road Overseer.

Recorder.
Deputy.

By

As witness our signatures hereunto annexed, and followed by a description of our land this day of 19.....

SIGNATURES	PROPERTY OWNED		
	SUBDIVISION	SEC.	Tp. RANGE
W. C. Harris	W ² W ² 7-9-52		
E. M. Gillett	NW ⁴ 20-9-52		
Lida S. Watts	SE ⁴ 8-9-52		
H. M. Batchelder	9th Sec. 8 and 9-T. 8 52		
Hedroy Scull	Sec 5 T. 8. R. 52		
Ben Scaramitini	SE ⁴ 8-10-53		
E. C. Withrow	W ¹ / ₂ DE 10-53		
Kalae Langrum	NW ¹ / ₄ 6-9-52		
J. W. Richerson	Lots 16-17-18 21 Padroni		
Harris Bras.	E ¹ / ₂ 19-9-52		
A. E. Buchanan	NW ¹ / ₄ 19-9-52		
Alice L. Buchanan	E ¹ / ₂ Q West 1/2 7-9-52		
R. B. Jordan	SW ¹ / ₄ 9-9-52		
H. H. White			
"			
A. H. King	SW ¹ / ₄ 37-9-52		
G. C. Brown	NE ¹ / ₄ Sec. 12-9-53		
C. C. Cofeley	SW ¹ / ₄ Sec. 19-11-52		
Frank Provanaha	SE ¹ / ₄ Sec 12 to 11. R. 53		
Richard G. O'pfe	NE ¹ / ₄ Sec 30 Town 11 R. 52		
Harry E. Cissna	SW ¹ / ₄ Sec. 14 11. 53		
George Hrischer	NW ¹ / ₄ Sec 23 11 53		
H. W. Gotfredson	SE ¹ / ₄ Sec 35-12-53 ^{Traser 36-12-53} Block		
(Homesteaders not proved up on land)			
Arthur P. Huser	NW ¹ / ₄ 18 Town 11 Range 52		
Ed O'pfe	NW ¹ / ₄ 79-T-11-52		

I hereby certify, that I have this day 23rd Oct 1913 posted notices for the opening of a road, upon the following described route--
 S. W. corner of Sec. 32 & the S. E. corner of Sec. 31, thence North 1 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, 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.

J. Van Valkenburg
 Road Overseer.

County Clerk.
 Deputy.

was taken, and
 card B

W.M.
 Recorder.
 Deputy.

By

As witness our signatures hereunto annexed, and followed by a description of our land this.....day of.....19.....

SIGNATURES	PROPERTY OWNED		
	SUBDIVISION	SEC.	TR. RANGE
W. C. Harris	W ² W ² -7-9-52		
E. M. Gillett	NW ⁴ -20-9-52		
Lida S. Watts	SE ⁴ 8-9-52		
H. M. Batchelder	In Sec. 8 and 9-9-52		
Delroy Scull	Sec 5 T. 8. R. 52		
Ben Scaramitti	SE ⁴ 8-10-53		
E. C. Withrow			

NOT RECORDED

[Signature]

COJO. 8. 1913.

Notice on said lands the undersigned do hereby certify that the same are owned by the following persons to-wit:

W. C. Harris, E. M. Gillett, Lida S. Watts, H. M. Batchelder, Delroy Scull, Ben Scaramitti, E. C. Withrow.

I hereby certify that I have this day been notified of the above and have no objection to the same being recorded.

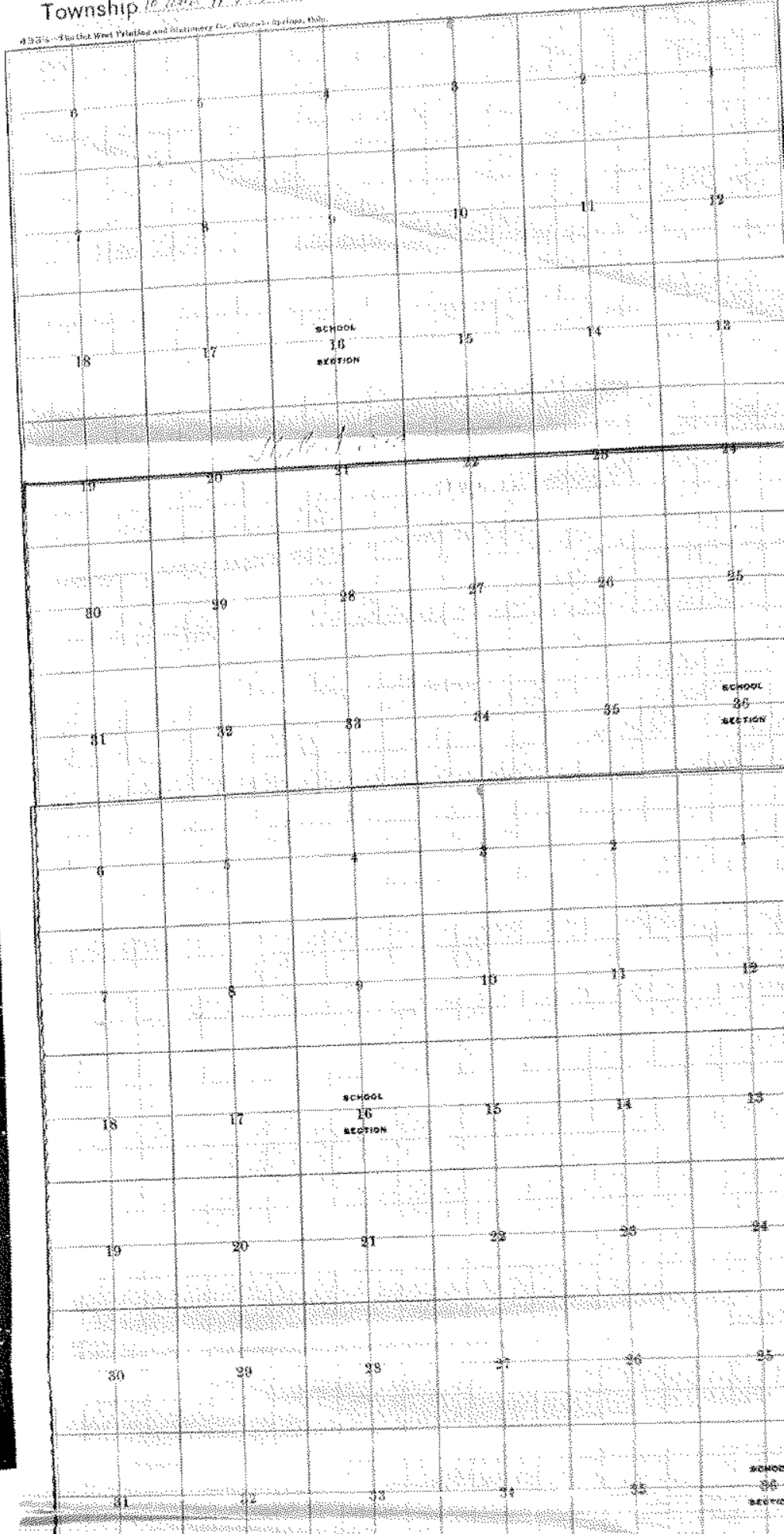
Filed in the office of the County Clerk.....*May 6*.....1913.
 By *Ma B. Wesner*.....County Clerk.
 By *SA Richerson*.....Deputy.

Presented to the Board of County Commissioners.....*July 9*.....1913, when the following action was taken, and entered of record in the minutes of their proceedings, to-wit:

Road ordered opened by the Board as per findings of Board of Arbitration per Records of this date. And the Board of County Commissioners.

A. T. Stockham
Chairman

Filed for record the *4*" day of *July*, A. D. 1913, at *9²⁵* o'clock *A.M.*
 By *Ma B. Wesner*.....Recorder.
 Deputy.



PETITION - The D

5612

the Honorab
GENTLEMEN

and to be laid out
 W. C. Har
 J. E. Har
 W. M. Har
 C. C. Har
 J. B. Har
 J. C. Har
 W. H. Har
 W. H. Har
 W. H. Har
 W. H. Har
 W. H. Har

Said road to be
 through which
 of
 to get the
 The said road



Know all Men by these Presents, That Mary A. Newton
of the County of Logan and State of Colorado in consideration of the sum of
One DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do
herby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and State
of Colorado and its successors and assigns, the following described Real Estate in Logan
County, State of Colorado to wit:
A strip of ground thirty feet wide, it being thirty feet on each side of the center line of the Railroad of said Company as located
upon quarter section thirteen (13) in Township nine (9) North of Range fifty three (53) West 6th P. M.
along as the same is open and used for road purposes and a thirty feet strip being taken along
the north line of said quarter section of the Sixth P. M., to have and to hold the same unto the said
Board of County Commissioners and its heirs and assigns forever. And in addition to the right of way described above hereby grant, for
and heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four months, each and
every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said Railroad, as
now located on above described land, said term of four months to begin November 15th and end March 15th each year.

IN WITNESS WHEREOF We have hereunto set my hand and seal, this 6th day of

Signed, Sealed and Delivered in Presence of

Mary A. Newton

THE STATE OF Colorado }
Logan COUNTY, } ss.

On this 5th day of May, A. D. 18 1915, before me E. M. Kelsey
a Notary Public duly appointed and qualified for and residing in said
County, personally came Mary A. Newton



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

WITNESS my hand and seal

E. M. Kelsey
Notary Public

My Commission expires Sept 29 - 1917

Filed for Record the 13 day of Jan, A. D. 18 1916, at 10¹⁹ o'clock A. M.

Mrs. B. Fresner Recorder.
H. K. Wheeler Deputy.

Know all Men by these Presents, That The undersigned De Witt Clinton
Armstrong of the County of Logan and State of Colorado in consideration of the sum of

One DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do
herby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and
State of Colorado and its successors and assigns, the following described Real Estate in Logan
County, State of Colorado to wit:
A strip of ground 30 feet wide, it being 30 feet on each side of the center line of the Railroad of said Company as located
upon west one half of Northwest one fourth
of Section No. 14 in Town No. 9 N. Range No. 53 W. of the Sixth P. M., to have and to hold the same unto the said
Board of County Commissioners and its heirs and assigns forever. And in addition to the right of way described above hereby grant, for
and heirs and assigns the right to said Railroad Company to erect and maintain a snow fence for the term of four months, each and
every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center line of the said Railroad, as now
located on above described land, said term of four months to begin November 15th and end March 15th each year.

IN WITNESS WHEREOF, We have hereunto set our hand and seal, this 5th day of

Signed, Sealed and Delivered in Presence of

De Witt Clinton Armstrong

THE STATE OF Colorado }
Logan COUNTY, } ss.

On this 5th day of May, A. D. 18 1915, before me Chesley M. Harris
a Notary Public duly Commissioned and qualified for and residing in said
County, personally came De Witt Clinton Armstrong



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

WITNESS my hand and Notarial seal

Chesley M. Harris
Notary Public

My Commission expires Aug 2 - 1915

Filed for Record the 13 day of Jan, A. D. 18 1916, at 10²⁰ o'clock A. M.

Mrs. B. Fresner Recorder.
H. K. Wheeler Deputy.

Reception No. 407064 Recorded Aug 27 1958

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

BOOK 505 PAGE 524

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS, to us in hand paid, receipt of which is hereby acknowledged, 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 Anne E. Ruf

do hereby grant to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors or assigns, the right-of-way 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 Colorado described as follows:

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 hereunder 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 their hands and seals this 14th day of August, A. D., 1958

Theodore Ruf
Mrs Anna E. Ruf

In the presence of

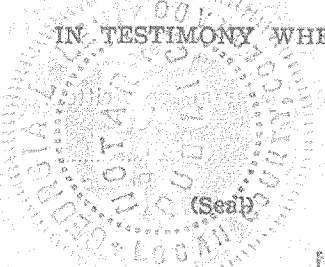
Robert H. Wese

STATE OF COLORADO
COUNTY OF LOGAN ss.

On this 14th day of August A. D., 1958, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Theodore Ruf and Anna E. Ruf

to me known to be the identical persons whose names subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

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



Georgia L. Levi
Notary Public

My commission expires October 19, 1960

BOOK 562 PAGE 294

Reception No. 141548 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 ($NE\frac{1}{4}$) and the East half of the Southeast quarter ($E\frac{1}{2} SE\frac{1}{4}$) 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

6.c.c.
FEE PAID UNDER PROTEST
FEE EXCLUDED

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, Dorcas Vaughan and Gail Beals, County of 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,

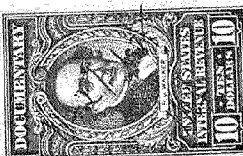
not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of

Logan and State of Colorado, to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and the East Half (E $\frac{1}{2}$) of Section Thirteen (13); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) 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.

P. 5. 66



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

STATE OF COLORADO
COUNTY OF Logan

ss. BY: William C. Ramey
Attorney in Fact.

The foregoing instrument was acknowledged before me this 26th day of November, 19 62 by Bruce A. Ramey, William C. Ramey, individually, and William C. Ramey as 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.

Ruth Schuck
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

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

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Bruce A. Ramey

of Logan County, State of Colorado for and in consideration of the sum of One Dollars (\$1.00) cash in hand paid by Mildred M. Ramey, William C. Ramey, Vurl Ramey, Dorcas Vaughan, and Gail Beals hereinafter called Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee s an undivided one-tenth interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Logan County, State of Colorado to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and the East Half (E $\frac{1}{2}$) of Section Thirteen (13); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) 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.

of Section _____ Township _____ Range _____ containing 480 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of Creslenn Oil Company

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

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

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

Witness my hand this 26th day of November, 1962

Bruce A. Ramey

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

On this 26th day of November, A. D. 1962, before me personally appeared Bruce A. Ramey

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

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

My commission expires Oct. 21, 1965 *Ruth Schick* Notary Public

FOR PAID UNDER S. B. No. 222 \$ 0.50
FEB PAID UNDER PROTEST
FEE EXCUSSED

MINERAL DEED

SEE PAID UNDER S. B. No. 222 \$1.00
FEE PAID UNDER PROTEST
FEE EXCUSED

KNOW ALL MEN BY THESE PRESENTS, That William C. Ramey, individually, and William C. Ramey as Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Dorcas Vaughan and Gail Beals of Logan County, State of Colorado for and in consideration of the sum of One Dollars (\$1.00) cash in hand paid by Bruce A. Ramey and Shirley J. Ramey, as joint tenants, hereinafter called Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantees an undivided one-fourth interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Logan County, State of Colorado to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and the East Half (E $\frac{1}{2}$) of Section Thirteen (13); and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) 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.

of Section Township Range containing 4.80 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of Creslenn Oil Company, it is understood and agreed that

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

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

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

Witness our hand s this 26th day of November, 1962

William C. Ramey
Mildred M. Ramey, Vurl Ramey,
Dorcas Vaughan, and Gail Beals

STATE OF Colorado
County of Logan } ss.

By: William C. Ramey attorney in fact.
ACKNOWLEDGMENT, COLORADO

On this 26th day of November, A. D. 1962, before me personally appeared William C. Ramey, individually, and William C. Ramey as Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Dorcas Vaughan, and Gail Beals to me known to be the persons described in and who executed the foregoing instrument and each acknowledged that they executed the same as their free act and deed.

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

My commission expires Oct. 21, 1965

Ruth Schick Notary Public

Recorded at 2:45 o'clock P.M. 8-9-72

Reception No. 195211 Mary Graves Recorder

State Documentary Fee
Date 8-9-72
\$ 8.30

KNOW ALL MEN BY THESE PRESENTS, That BRUCE A. RAMEY and SHIRLEY J. RAMEY
of the County of Logan, and State of Colorado,
for the consideration of Ten and more Dollars,

in hand paid, hereby sell and convey to DONALD W. HAMIL and CYNTHIA L. HAMIL

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 as-
signs of such survivor forever, the following real property, situate in the County of

Logan and State of Colorado, to-wit:

The East Half (E 1/2) and the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Thirteen (13); and the North Half of the Northeast Quarter (N 1/2 NE 1/4) and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) 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.

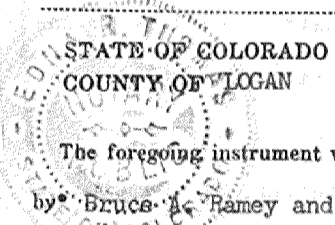
Rev \$8.30

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 day of August, A. D. 19 72

In the Presence of

Bruce A. Ramey (SEAL)
Shirley J. Ramey (SEAL)
..... (SEAL)



} ss.

The foregoing instrument was acknowledged before me this 8th day of August, 19 72 by Bruce A. Ramey and Shirley J. Ramey.

WITNESS my hand and official seal.

My commission expires May 26, 1974

Edna B. Lomen
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 $S\frac{1}{2}S\frac{1}{2}$ of Section 2, except that part of the $SW\frac{1}{4}SW\frac{1}{4}$ lying West of the following described line: Beginning on the South boundary line, 660 feet East of the Southwest corner of the $SW\frac{1}{4}SW\frac{1}{4}$ 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 $SW\frac{1}{4}SW\frac{1}{4}$ of Section 2, in Township 9 North, Range 53 West of the 6th P.M.;

The $N\frac{1}{2}NW\frac{1}{4}$ of Section 11, except that part beginning at a point which is the Southwest corner of the $NW\frac{1}{4}NW\frac{1}{4}$ 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 $NW\frac{1}{4}$ 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 $E\frac{1}{2}$ of Section 11; the $N\frac{1}{2}SW\frac{1}{4}$ of Section 11; the $S\frac{1}{2}NW\frac{1}{4}$ of Section 11; and the $S\frac{1}{2}SW\frac{1}{4}$ 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 $NW\frac{1}{4}NW\frac{1}{4}$ of Section 12 lying South and West of Cedar Creek; the $S\frac{1}{2}NW\frac{1}{4}$ 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 $NW\frac{1}{4}SW\frac{1}{4}$ and the $S\frac{1}{2}SW\frac{1}{4}$ 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 $E\frac{1}{2}NE\frac{1}{4}$ of Section 14; the $NW\frac{1}{4}$ of Section 14 excepting that portion heretofore conveyed to the North Sterling Irrigation District; the $W\frac{1}{2}NE\frac{1}{4}$ and the $NW\frac{1}{4}SE\frac{1}{4}$ of Section 14, all in Township 9 North, Range 53 West of the 6th P.M.;

State Documentary Fee

Date 6-1-93

\$ None

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.



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3 of 5 R 26.00 D 0.00 N 0.00 Logan County CO

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.



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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

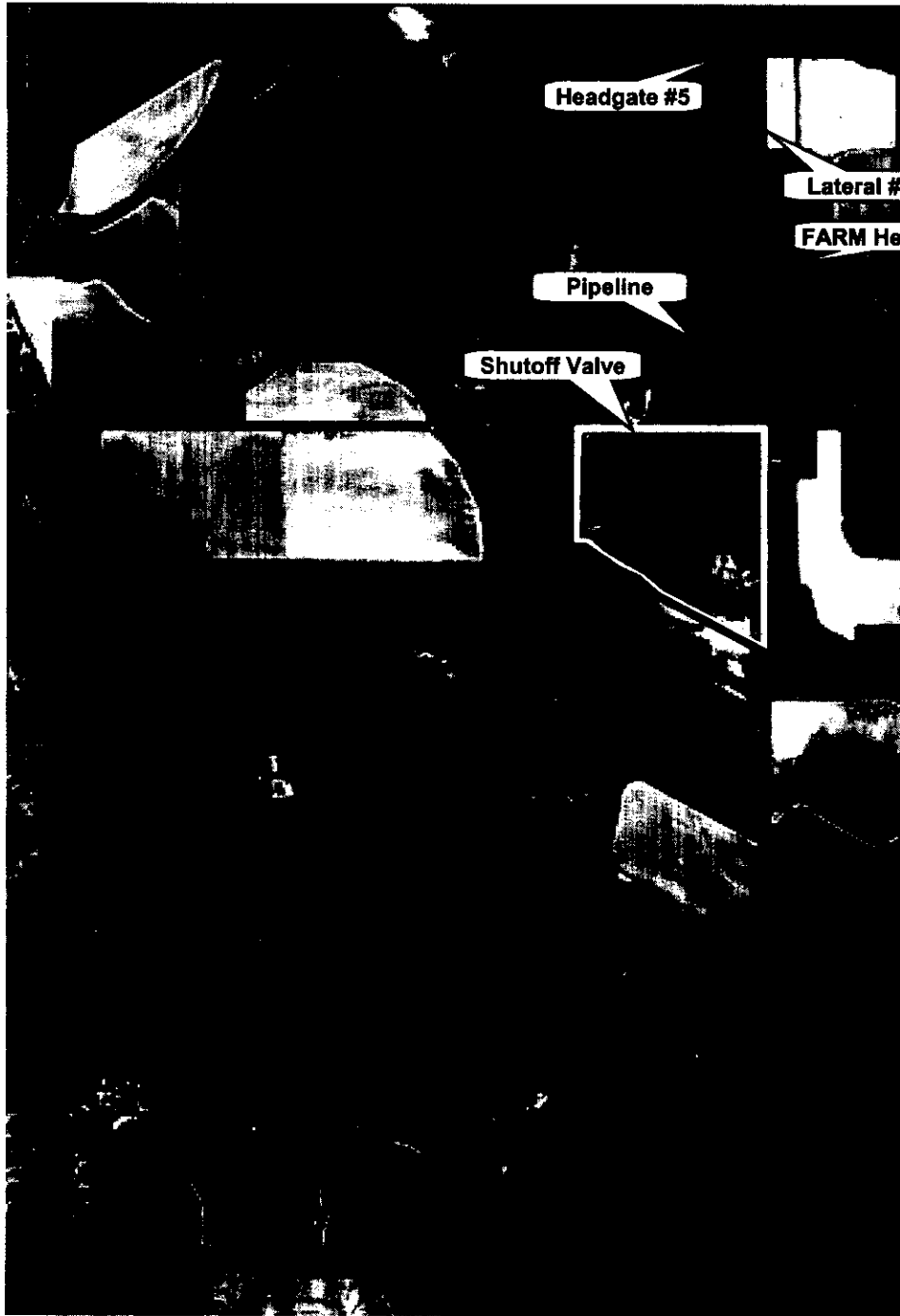
EXCEPT A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.



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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.

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 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 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 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.

5. **Payment of Tax Assessments.** In the event the Member fails to pay all or a 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



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ACCEPTED:

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

By: 
 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 SE1/4SW1/4 OF SEC. 13 AND N1/2NE1/4, NE1/4NW1/4, S1/2NE1/4, AND SE1/4NW1/4 OF SEC. 24, T9N, R53W OF THE 8TH 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°39'23" WEST A DISTANCE OF 53.80 FEET; THENCE NORTH 81°02'35" WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 81°51'40" WEST A DISTANCE OF 373.40 FEET; THENCE NORTH 80°11'20" 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°58'20" WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 58°47'18" WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 58°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 96.24 FEET; THENCE NORTH 2°07'10" EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 0°50'30" EAST A DISTANCE OF 654.80 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 1828.44 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.

**H I G H L I N E E L E C T R I C A S S O C I A T I O N
 I R R I G A T I O N P O W E R C O N T R A C T
 A N D L I E N S T A T E M E N T**

THIS AGREEMENT, made and entered into this 05 day of MARCH, 2007 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:

NE/SE 1/4 of Section 13 Township 09 N Range 53 W County Logan State Colorado
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 Association.

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

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

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 **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 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 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 CANCELLATION: The initial term of this agreement shall be for five (5) consecutive irrigation 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 automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated 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 immediately 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 easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

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

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

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. 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 05, MARCH, 2007 *nt*

TWO MILE RANCH
(Owner's Name Typed)

(Description)

60773 NORTH HWY 61

(Address)

STONEHAM, CO 80754

(City/State/Zip Code)

Mark O. Pankig
(Owner Signature) (Title)

970-437-5751
(Telephone #)

Norma J. Renner
(Signature of Witness - Not a Relative)

11/2006/irrpcsedglogan

Mark O. Pankig
Manager

OFFICE USE ONLY

Account # 8321646

R/C # 131

S/O # 24745

J/O # STLG#1877

W/O # 2007-149

Previous Owner & Account #:

Customer Copy _____

ELECTRIC LINE - RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether one or more) Two Mile Ranch (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 Logan, state of Colorado, 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 13, Township 9, North, Range 53, 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 April, 2017.

x Mark A Pauling

STATE OF COLORADO

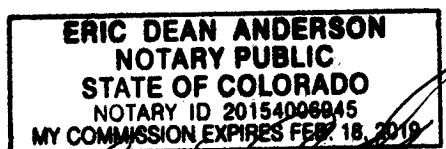
(County of LOGAN)

The foregoing instrument was acknowledged before me this 10 day of APRIL, 2017 2017,

by Eric Dean Anderson MARK PAULING

My Commission expires: 2-18-19

2-18-19
Notary Public



Eric Dean Anderson



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:

SE 1/4 of Section 13 Township 09 N Range 53 W County LOGAN State COLORADO

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 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 \$500.00 per year.

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.

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 there under, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

TERM AND CANCELLATION: The initial term of this agreement shall be for five (5) consecutive irrigation 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 automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated 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 immediately 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 easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

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

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

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. 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 4-28-2017 aw

LARDYN CONSULTING LLC
 (Owner's Name Typed)

(Description)

18413 CO RD 42.5
 (Address)

STERLING CO 80751
 (City/State/Zip Code)

Clyde York
 (Owner Signature) (Title)

970-580-7180
 (Telephone #)

Jim M. Manning
 (Signature of Witness - Not a Relative)

Mark Smith
 Manager

OFFICE USE ONLY

Account # 8425 323
 R/C # _____
 S/O # 69757
 J/O # _____
 W/O # _____

Previous Owner & Account #:
TWO MILE RANCH
8321646

Customer Copy

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: E1/2 and SE1/4SW1/4

EXCEPTING from the NE1/4 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 (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; 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; 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: E1/2 and SE1/4SW1/4

EXCEPTING from the NE1/4 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 (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.

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.

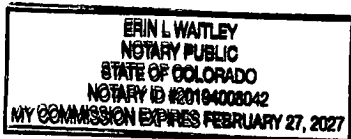
Further Affiant sayeth not.

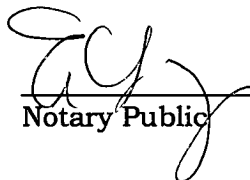

Kristen Boxberger

Acknowledged, subscribed and sworn to before me this 13th 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.




Notary Public

No. 11154

THE UNITED STATES OF AMERICA,

Certificate No. 7171

To all to Whom these Presents shall come, GREETING:

Whereas, Pascal A. Delano of Logan County Colorado

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

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South half of the North East quarter and the East half of the South East quarter of section eighteen, in Township nine North of Range fifty-two West of the Sixth Principal Meridian in Colorado containing one hundred and eighty 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 Pascal A. Delano

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 Pascal A. Delano

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

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

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

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



BY THE PRESIDENT: Benjamin Harrison
By Ellen M. Welford Asst. Secretary.

J. R. Connell Recorder of the General Land Office.

Recorded, Vol. 13 Page 156

Ad interim

Filed for Record the 1st day of April A. D. 1891, at 11 o'clock A. M.

Chas. S. Lake Recorder
By _____ Deputy.

No. 24253

THE UNITED STATES OF AMERICA,

Certificate No. 70 -

To all to Whom these Presents shall come, GREETING:

Whereas, *Rossuth Buchanan of Logan County Colorado*

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

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

The East half of the South West quarter and the West Half of the South East quarter of Section eighteen in Township nine North of Range Fifty Two West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.

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

In Testimony Whereof, I, *Grover Cleveland* 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 *ninety three*, and of the Independence of the United States the one hundred and *seventeenth*



BY THE PRESIDENT: *Grover Cleveland*
By *M. M. Keam* Secretary.
D. F. Roberts Recorder of the General Land Office.

Recorded, Vol. *1* Page *34*

Filed for Record the *15* day of *June* A. D. *18*¹⁹⁰³, at *10*¹⁰ o'clock *A*. M.
Emily M. Knudson Recorder.
By _____ Deputy.

THE UNITED STATES OF AMERICA.

Certificate No. 10414

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Ida L. Buchanan of Logan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said Ida L. Buchanan according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The North West Quarter of Section eighteen in Township nine North of Range fifty-two West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

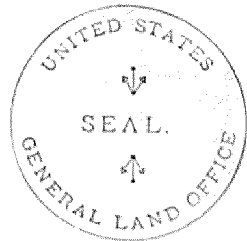
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Ida L. Buchanan

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 Ida L. Buchanan and to her 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

Ida L. Buchanan and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

GIVEN under my hand, at the City of Washington, the eight day of January, in the year of our Lord one thousand ^{eight} ~~nine~~ hundred and ninety, and of the Independence of the United States the one hundred and fourteenth



BY THE PRESIDENT: Benjamin Harrison
By M. M. Deane Secretary.
J. W. Townsend Recorder of the General Land Office.

Recorded, Colorado Vol. 10, Page 226

Filed for Record the 9 day of June A. D. 1906, at 4:25 o'clock P. M.
By Ida L. Buchanan Clerk & Receiver
By _____ Deputy.

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.

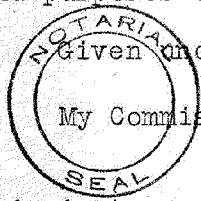
D. C. Smith
Police magistrate

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,)
County of Logan) ss.

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.



Given under 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

A G R E E M E N T

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 VALLEY 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 $\frac{1}{2}$ NE $\frac{1}{4}$) and all of the Southwest Quarter (SW $\frac{1}{4}$) 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 $\frac{1}{4}$) 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, IT IS THEREFORE AGREED between the said parties as

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 (NW $\frac{1}{4}$) 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 annexed 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 mutually 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 stock 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 ($NW\frac{1}{4}$) 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 ($NW\frac{1}{4}$) 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 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 endeavor 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 (SW $\frac{1}{4}$) 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:

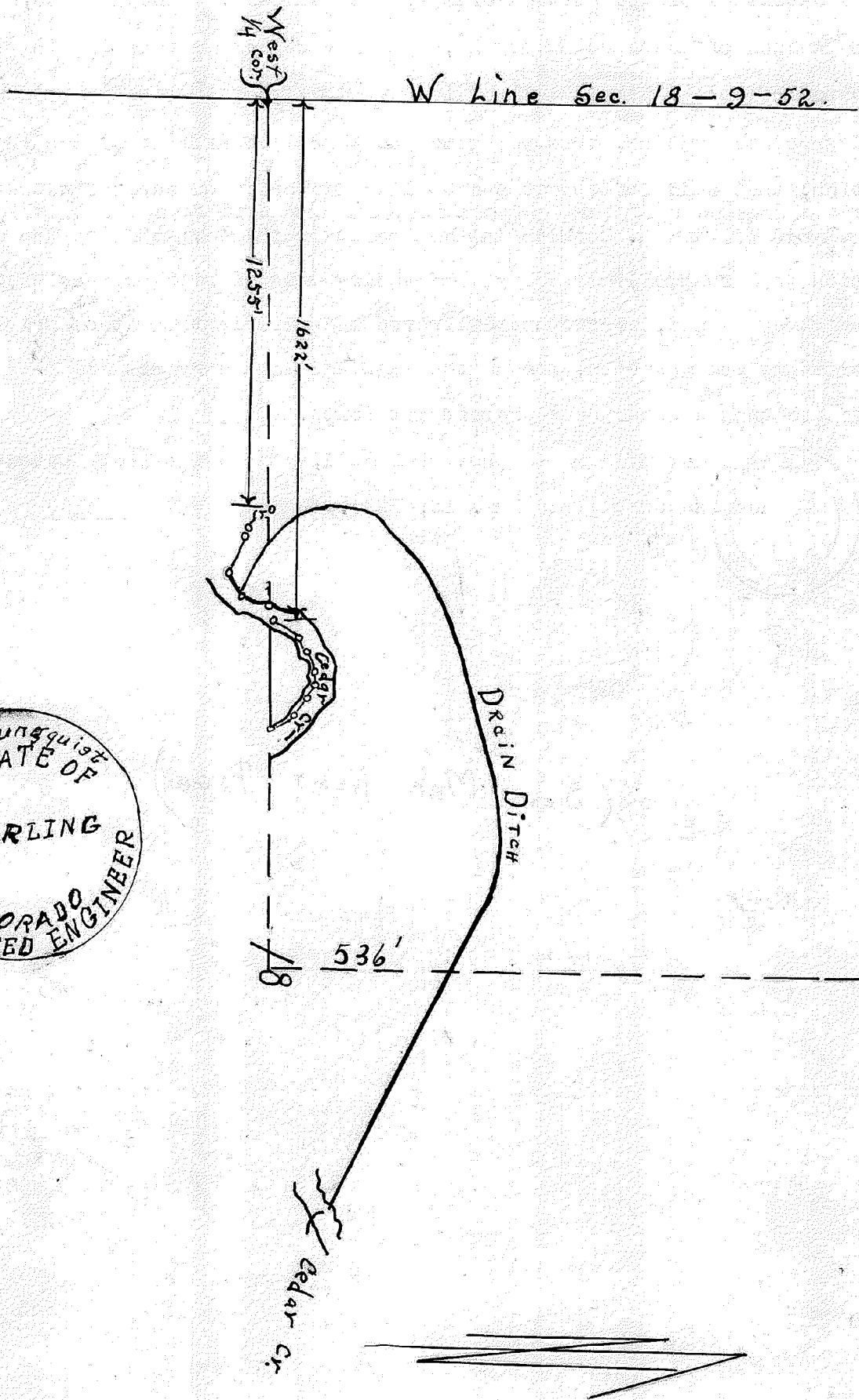
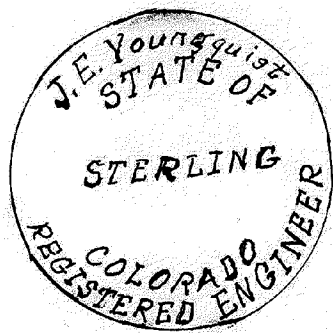
Percy L. Conklin
Secretary



Alice D. Buchanan
Party of the First Part.

THE PIATTE VALLEY LUMBER COMPANY,
a corporation,

By: William H. Conklin
President.



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. # 559357 Recorded 12-27-83

8:00 o'clock A. M. Charlene Craddock Recorder

Kathy Colerick Deputy

PIPELINE 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, reheat, 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

By: [Signature]

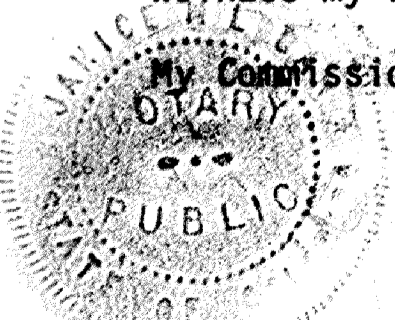
STATE OF Colorado)
COUNTY OF Logan) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1983, by Donald W. Hamil as President of HAMIL BROTHERS LAND COMPANY.

WITNESS my hand and official seal.

My Commission expires: 6/30/87

[Signature]
Notary Public



HIGHLINE ELECTRIC ASSOCIATION

Holyoke, Colorado

Irrigation Power Contract

THIS AGREEMENT, made and entered into this 26th day of March, 1987, by and between Highline Electric Association, hereinafter referred to as the

"Association" and Lowell Knudson, hereinafter referred to as the "Owner".

WITNESSETH: That at such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises:

1/4 of 13 1/4 of Sec 18 Twp. 09 Range 52 County of Logan, State of Colorado

Nameplate Horsepower: _____ Voltage _____ Single Phase _____ Billing HP 15

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 for the first five years, the minimum shall be based on the billing horsepower at rate adopted by the Association.

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

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

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 payment of the power bill for this service through December 31 of said year the Association may require him to pay in the following year the amount of said delinquency plus a payment in advance of the full minimum for the current year before service is connected.

The owner further agrees that he alone shall be responsible for payment of all charges for this service, but the owner may request the billing be sent to another party for payment. The owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien thereunder, the owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

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

Following the giving of written notice by the Owner to the Association, as provided above, this contract shall be deemed terminated, and service to the Irrigation well may be reinstated only upon execution of a new contract having a term of one year providing the Association's equipment has not been removed. Following cancellation of this contract in the manner described above, the Association may remove the facilities needed to serve the Irrigation well without further notice to the Owner of its intention. If the line is retired and the same owner requests reinstallation of this line, he will be required to prepay twice the estimated reinstallation costs less material and will need to execute a new contract for five years.

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

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

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

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

IN WITNESS WHEREOF the parties have hereunto affixed their signatures in duplicate as of 4-3, 1987.

Highline Electric Association

Lowell Knudson
Signature of Owner Title

Donald R. Johnson
Manager

Lowell Knudson
Owners Name & Title Typed

Rt. 2 17768 Cty. Rd. 39 Sterling, Co.
Address

80751

Norma J. Penner
Signature of Witness (not a relative)

New Account No.	<u>0387920</u>
J.O. No.	<u>4214 E</u>
Formerly:	<u>Federal Land Bank (D. Hamil)</u>
Former Account No.	<u>0203647</u>

COPY

FILED IN DISTRICT COURT
LOGAN COUNTY, COLO.

DISTRICT COURT, LOGAN COUNTY, STATE OF COLORADO

Case No. 89 CV 28

DEC 15 1989

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 following-described 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 more or less. See Exhibit "A" attached hereto and incorporated herein by reference.

subject, 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, LOWELL KNUDSON and BONNIE KNUDSON, to pay the Defendants' costs of this action, each party to pay their own attorney's fees.

DONE THIS 14th DAY OF DECEMBER, 1989.

BY THE COURT:



JOSEPH J. WEATHERBY
District Judge

DATE April 11, 1990
CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL RECORD
IN MY CUSTODY
CLERK OF THE DISTRICT COURT
Billie Marie Brown
LOGAN COUNTY, COLORADO
COUNTY.



HIGHLINE ELECTRIC ASSOCIATION IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 10 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:

SW 1/4 of Section 18 Township 09 N Range 52 W County LOGAN State COLORADO
Nameplate Horsepower 10 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 Association.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of 10 APRIL, 2003 *u*

TWO MILE RANCH
(Owner's Name Typed)

(Description)
60773 NORTH HWY 61
(Address)

STONEHAM, CO 80754
(City/State/zip code)

Two Mile Ranch by Jonathan M Paul
(Owner Signature) (Title)

[Signature]
Manager

FOR OFFICE USE ONLY

Account # 8284262
R/C # 130
S/O # 6414-6415
J/O # _____
W/O # _____

970-437-5751
(Telephone #)

Previous Owner & Account #:

Norma J. Renner
(Signature of Witness - Not a Relative)

LOWELL KNUDSON
76794

Customer Copy _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated February 5, 2018, is between TIMOTHY A. JORGENSEN, an individual ("Jorgensen"), 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

g. 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.

h. All remedies for the reimbursement or recovery of costs under this Section 3 shall survive the termination of this Agreement.

4. RELOCATION: SUBSTITUTE ACCESS; TERMINATION OF INGRESS/EGRESS EASEMENT.

a. 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.

c. The owner of the Lardyn Property shall have the right, at any time, to terminate the 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, non-exclusive 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 SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 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 NW $\frac{1}{4}$ 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 by 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

a. 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, its 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-fee-owner of the Jorgensen Property).

18. COUNTERPARTS

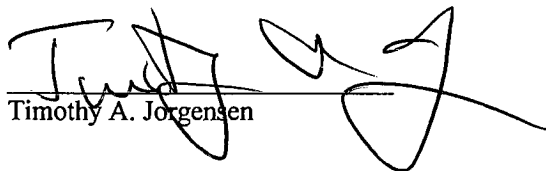
This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon any party unless and until this Agreement shall have been signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Easement Agreement]

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

Jorgensen:

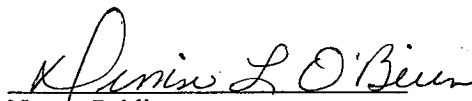

Timothy A. Jorgensen

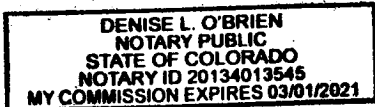
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Acknowledged before me this 5 day of February, 2018, by Timothy A. Jorgensen.

WITNESS my hand and official seal.

My commission expires: 3-1-21


Notary Public



Lardyn:

Lardyn Consulting, LLC,
a Nebraska limited liability company

By: _____
Elyce York, Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of February, 2018, by Elyce York as the managing member of Lardyn Consulting, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

[Signature Page to Easement Agreement]

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

Jorgensen:

Timothy A. Jorgensen

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of February, 2018, by Timothy A. Jorgensen.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

Lardyn:

**Lardyn Consulting, LLC,
a Nebraska limited liability company**

By: Elyce M. York
Elyce York, Managing Member _____

STATE OF Colorado)
) ss.
COUNTY OF Logan)

Acknowledged before me this 5th day of February, 2018, by Elyce York as the managing member of Lardyn Consulting, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

My commission expires: 8/16/21 _____
Notary Public Kristen Boxberger

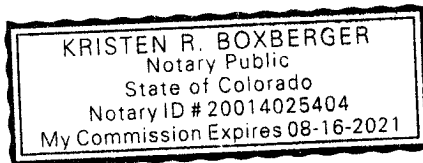


EXHIBIT "A"

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



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

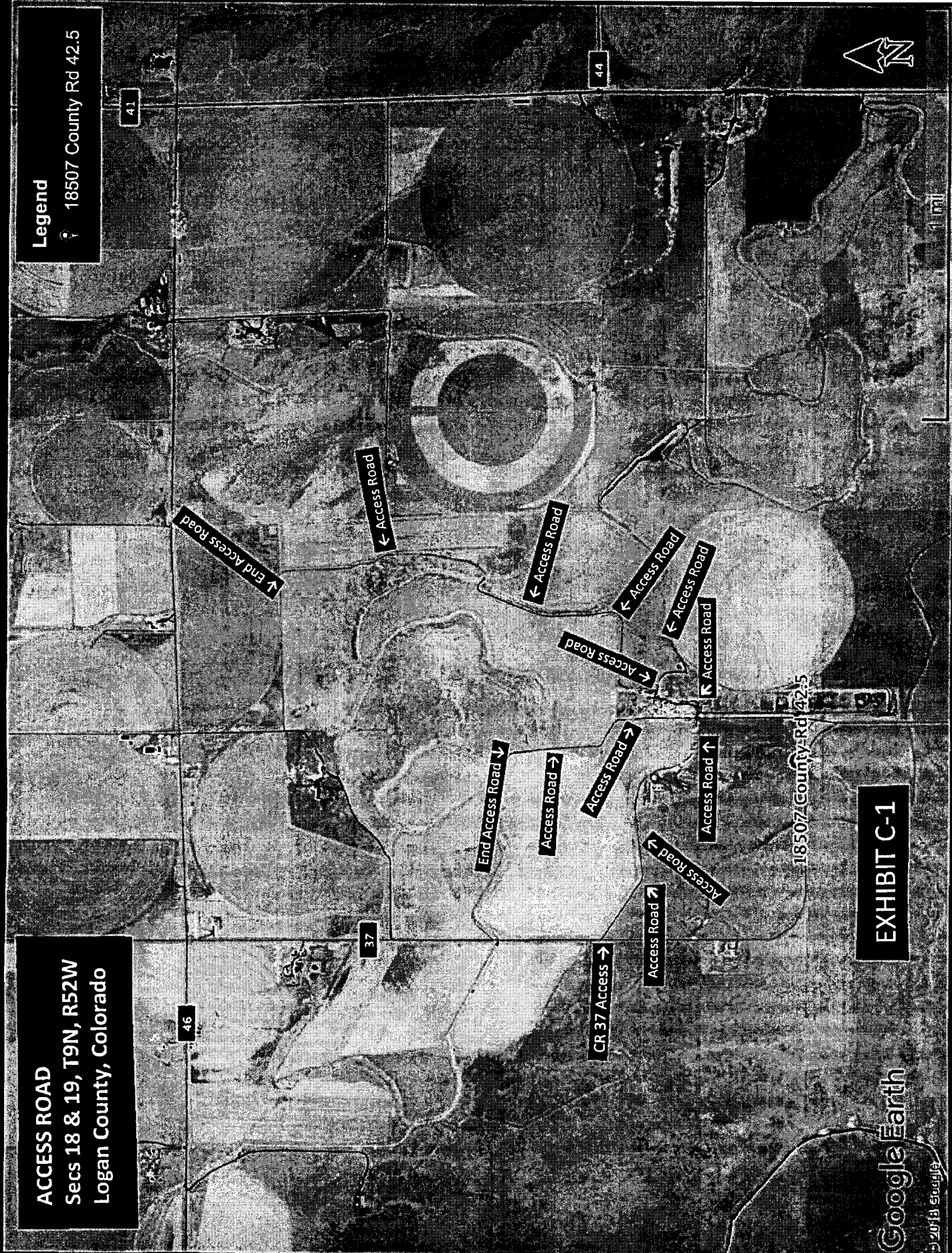
THE AREA OF AN EXISTING ROADWAY, APPROXIMATELY 25 FEET IN WIDTH, SHOWN IN THE AERIAL PHOTOGRAPH ATTACHED HERETO AS EXHIBIT C-1 AS THE ACCESS ROAD, THE WESTERN END OF WHICH STARTS AT THE WEST LINE OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, APPROXIMATELY 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 ¼ 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.



Legend
18507 County Rd 42.5

ACCESS ROAD
Secs 18 & 19, T9N, R52W
Logan County, Colorado

EXHIBIT C-1



Google Earth
© 2013 Google

THE UNITED STATES OF AMERICA,

Certificate No. 178

To all to Whom these Presents shall come, GREETING:

Whereas, George W. Atkinson of Logan County
Colorado.

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling Colorado. whereby it appears that full payment has been made by the said George W. Atkinson

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

The North half of the South West quarter, the North West quarter of the South East quarter, and the South West quarter of the North East quarter, of Section Thirteen in Township ten North of Range fifty West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

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

George W. Atkinson

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 George W. Atkinson

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

George W. Atkinson

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

In Testimony Whereof, I, Grover Cleveland 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 Seventh day of September, in the year of our Lord one thousand eight hundred and Ninety four, and of the Independence of the United States the one hundred and Nineteenth



BY THE PRESIDENT: Grover Cleveland
By E. Macfarland Asst. Secretary.
L. L. Lamar Recorder of the General Land Office.

Recorded, Vol. 1 Page 61

Filed for Record the 18 day of Jan A. D. 1896, at 3³⁰ o'clock P. M.
H. J. Lunn Recorder
By _____ Deputy.

THE UNITED STATES OF AMERICA,

Certificate No. 6156

To all to Whom these Presents shall come, GREETING:

Whereas, Mary G. Buchanan of Weld County Colorado

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

Mary G. Buchanan

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

The North West
Quarter of Section nineteen in Township nine North of Range
fifty-two West of the Sixth Principal Meridian in Colorado.
Containing one hundred and sixty four acres and fifteen
hundredths of an acre

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

Mary G. 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 Mary G. Buchanan

and to her 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

Mary G. Buchanan

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

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

Given under my hand, at the City of Washington, the fourteenth day of June, in the year of our Lord one thousand eight hundred and eighty nine, and of the Independence of the United States the one hundred and thirteenth



BY THE PRESIDENT: Benjamin Harrison

By M. McKeen Secretary.

D. Tyler Recorder of the General Land Office.

Recorded, Vol. 9 Page 414

ad interim

Filed for Record the 15th day of June A. D. 1803, at 10³⁵ o'clock A. M.

Emily M. Knudson
Recorder

By _____ Deputy.

THE UNITED STATES OF AMERICA,

Certificate No. 10058

To all to Whom these Presents shall come, GREETING:

Whereas, Ernest A. Sretton of Logan County Colorado

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

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

The South East quarter of Section nineteen in Township nine North of Range fifty-two West of the Sixth Principal Meridian in Colorado, containing, one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Ernest A. Sretton

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 Ernest A. Sretton

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

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

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

Given under my hand, at the City of Washington, the Second day of March, in the year of our Lord one thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and Fifteenth



BY THE PRESIDENT: Benjamin Harrison
By Edlen Macfarland, Secretary.
J. M. Truesdell, Recorder of the General Land Office.

Recorded, Vol. 18 Page 161

Filed for Record the 15th day of June A. D. 1903, at 10²⁰ o'clock A. M.
Emily M. Knudson, Recorder.

By Deputy.

Reception No. 368039 Recorded May 4, 1953

FORM TPL 21 PETROL

8:35 o'clock A.M. Donnell Lawrence, Recorder

R/W # P. 8
Draft # 491
By [Signature]

BOOK **428** PAGE **426**

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, whether one or more, designated herein as "GRANTOR", for and in consideration of the sum of Five ----- Dollars (\$ 5.00)

in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey to THE TORONTO PIPE LINE COMPANY, a Delaware corporation having permit to do business in the State in which the lands herein described are situated, its successors and assigns, designated herein as "GRANTEE", the following rights of way, easements and privileges in, to, over and across the following described tract of land situate

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

The $E\frac{1}{2}$ of Section 19 and the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 30, Township 9North, Range 52West of the sixth P.M., said right-of-way to be on a strip of land not to exceed 50' in width across the above described land as shown on the attached Drawing No. P-206-S, prepared and surveyed by Rochester - Goodell Engr's, Inc., Salem, Illonois, dated October 30, 1952, said drawing attached hereto and made a part hereof.

~~To lay, construct, operate, and maintain in, upon, over and across said land a pipe line of whatsoever kind or dimensions, to convey crude petroleum or its products whether liquid or gaseous, or any other material or substance which can be transported through a pipe line, or any mixtures thereof.~~

To lay, construct, operate, and maintain in, upon, over and across said land a pipe line of whatsoever kind or dimensions, to convey crude petroleum or its products whether liquid or gaseous, or any other material or substance which can be transported through a pipe line, or any mixtures thereof.

The Grantee at all times shall have the right of ingress, egress and regress in, to, upon and over said land for any of the purposes hereof, including the right in the Grantee to inspect, test, change, replace, repair and remove said pipe line.

Whenever at any time Grantee shall lay a pipe line across said lands, it shall pay to the Grantor, in addition to the consideration hereinabove stated, the sum of Fifty-cents (50¢) per 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 line so that they will not interfere with the cultivation or drainage of the land, and also to pay any and all damages to stock, crops, fences and timber which may be suffered as a result of the Grantee's construction, operation, inspection, maintenance, alteration, renewal or removal of such pipe line.

The Grantor reserves the right to the full use and enjoyment of said premises, provided that said Grantor shall not erect over or adjacent to ~~any line~~ of the Grantee any improvement of a nature such as to interfere with the rights hereby granted.

This instrument shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is signed this 30th day of October, 19 52.

[Signature]
David A. Hamil
[Signature]
Donald W. Hamil

Roddage 204
Draft # 492
By [Signature]

INDIVIDUAL ACKNOWLEDGMENT

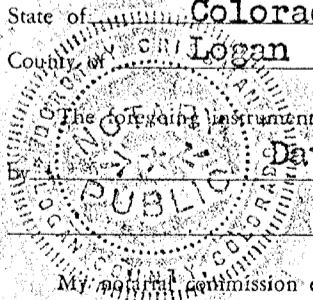
State of Colorado
County of Logan } ss.

The foregoing instrument was acknowledged before me this 10th day of April, 1953,
David A. Hamil and Donald W. Hamil

My ~~notary~~ commission expires: May 27, 1954

Witness my hand and official seal.

[Signature]
Dorothy Crissman
Notary Public



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 PIPELINE COMPANY

By: *Brian C. Connors*

Name: Brian C. Connors

Title: Sr. Vice Pres.

TOTAL PIPELINE CORPORATION

By: *Guy Folini*

Name: Guy Folini

Title: Vice President

LOGAN COUNTY

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

EXHIBIT A

GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	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
Vern Harley	161	SE4, Sec 30 in T9N, R52W 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

		in T10N-R52W in Logan County		
GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	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	405	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

LOGAN COUNTY

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

GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	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
H.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

620562 10/8/1996 10:10am B:906 F:798
 Roberta J. Perry, Clerk & Recorder, Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	PAGE
Louie and Nellie Rieke	180	SE4, Sec 7 in T8N, R52W in Logan County Correction Warranty Deed	420 654	104 104
A.J. Bartholomew	344	NW4, Sec 18 in T8N, R52W in Logan County	419	216
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

LOGAN COUNTY

620562 10/8/1996 10:10am B:906 P:799
 Roberta J. Perry, Clerk & Recorder, Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	PAGE
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
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 Whipple	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

LOGAN COUNTY

620562 10/8/1996 10:10am B:906 P:300
 Roberta J. Perry, Clerk & Recorder, Logan County, CO

GRANTOR	RODS	PROPERTY DESCRIPTION	BOOK	PAGE
		Sec 4 in T9N, R52W in Logan County		
Lyra Mae Daley	24	NE4, Sec 15 in T6N, R54W in Logan County	420	535
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
State of Colorado	129	S/2 Sec. 21, NW/4 Sec. 22 in T6N-R54W in Logan County	645 645 645 645	316 317 318 319
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 in Logan County	645 645 645 645	316 317 318 319
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 Nicholson	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

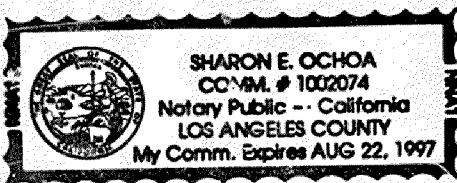
State of California

County of Orange

On September 26th, 1996 before me, Sharon E. Ochoa
NOTARY PUBLIC

personally appeared Brian C. Conners
NAME OF SIGNER

personally known to me - OR - proved 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 entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Sharon E. Ochoa
SIGNATURE OF NOTARY

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of Sept., 1996 by Mary Zollinger, the Vice President of Total Pipeline Corporation, a Michigan corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 10-26-98

Yrene A. Nuñez
Notary Public



Reception No. 373019 Recorded Jan. 27, 1954

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

BOOK 437 PAGE 266

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

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

husbands and wives of the County of Logan and

State of Colorado for and in consideration of the sum of twenty-five cents per linear rod for each line, receipt of Five Dollars (\$5.00) of which consideration is hereby acknowledged, the balance to be paid when and as each such pipe line is located and established, do hereby grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas corporation, its successors and assigns (hereinafter collectively called Grantee), the right-of-way and easement to construct, install, maintain, renew, replace and operate pipelines, either above or below ground, and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products and other fluids; or any thereof, in, on, over and through the following described lands situated in the County of Logan and State of Colorado to-wit:

The South ^{East} 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.

(1) All pipe lines installed or constructed ~~through~~ and be so installed or constructed as not to interfere with continued use of all existing field entrances and roadways, nor obstruct the flow of drainage in natural or constructed water courses, irrigation canals and ditches.

(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 Twenty-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 Grantor'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 town 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 Grantors 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.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this

10th day of July, 194 . 1953

In presence of:

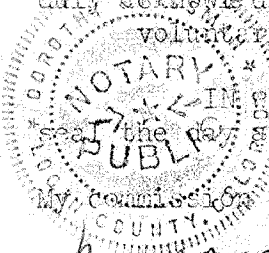
Allen B. McKinstry
Right-of-way Agent

Donald W. Hamil
Frieda J. Hamil
David A. Hamil
Genevieve R. Hamil

STATE OF Colorado
COUNTY OF Logan) ss.

BE IT REMEMBERED that on this 10th day of July, A.D. 19453, before me, a notary public in and for the county and state aforesaid, personally appeared the above named David A. Hamil, Genevieve R. Hamil, Donald W.

Hamil & Frieda Hamil who are personally known to me and known to me to be the same person who executed the foregoing instrument and such persons duly acknowledged the execution of the same and acknowledged said instrument to be voluntary act and deed.



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

My commission expires May 27, 1954

Dorothy Crissman
Notary Public

STATE OF)
COUNTY OF) ss.

BE IT REMEMBERED that on this _____ day of _____, A.D. 194_, before me, a notary public in and for the county and state aforesaid, personally appeared the above named _____

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

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

My commission expires _____

Notary Public

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

RIGHT OF WAY CONTRACT

BOOK 452 PAGE 503

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS, to us in hand paid, receipt of which is hereby acknowledged, and the balance of said consideration twenty-five cents per rod for each line, to be paid when such grant shall be used or occupied, the Grantors:

David A. Hamil and Donald W. Hamil

do hereby grant to

KANSAS-NEBRASKA NATUARAL GAS COMPANY, INC., a Kansas Corporation, its successors or assigns,, the right of-way 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 Colorado described as follows:

The Southeast Quarter of Section 19, Township 9 North, Range 52 West;

said pipe line to run from a well in the SE 1/4 SE 1/4 of said Section 19 Easterly to the east line of the said SE 1/4;

with ingress and egress to and from the same. The said grantor, 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 grantor, their heirs or assigns, one by the said grante, 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.

~~Grantors hereby grant the right to the grantee after completing the installation of an initial pipe line hereunder to construct and install one or more additional pipe lines hereunder upon payment to Grantors their heirs or assigns, of an amount sum of twenty five cents per line rod for each additional pipe line.~~

IN WITNESS WHEREOF, the parties here to have set their hands and seals this 22d day of October, A. D., 19 54.

David A. Hamil
David A. Hamil

In the presence of

Glen B McKinstry

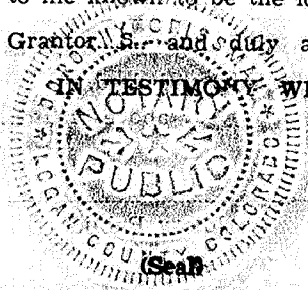
STATE OF Colorado }
COUNTY OF Logan } .s.

On this 22d day of October A. D., 19 54, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came

David A. Hamil and Donald W. Hamil

to me known to be the identical person, whose name are subscribed to the foregoing instrument as Grantor, and duly acknowledged the execution of the same as their voluntary act and deed.

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



Dorothy Crissman
Dorothy Crissman
Notary Public

My commission expires May 20, 1958

KNOW 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 hundredths (603.65) feet East of the West Quarter (W¹/₄) corner of Section Nineteen (19), Township Nine (9) North, Range fifty-two (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 hundredths (573.65) feet due North, thence from said point of beginning a distance of nine hundred and no hundredths (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 hundredths (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 hundredths (653.65) feet to a point thirty (30) feet North of the South side of the North West Quarter (NW¹/₄) of said Section 19-9-52, thence Easterly and parallel to the South side of said NW¹/₄ of Section 19-9-52, a distance of three hundred five and two hundredths (305.02) feet to the point of beginning.

to have and to hold the same unto the said Board of County Commissioners and its assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this ___ day of _____, A. D. 19⁵⁷.

Signed, Sealed and Delivered in the Presence of

_____) David A. Hamil (SEAL)
David A. Hamil

_____) Donald Walker Hamil (SEAL)
Donald Walker Hamil

STATE OF COLORADO)
County of Logan) ss

On this 16 day of April, A. D. 19⁵⁸, before me

_____) a
duly _____ and qualified for and residing in
said County, personally came David A. Hamil and Donald Walker Hamil

to me known to be the identical persons described in and who executed the foregoing conveyance as grantor, and acknowledged this instrument to be their voluntary act and deed.

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

Mary A. Graves, Deputy
County Clerk.

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS, to us in hand paid, receipt of which is hereby acknowledged, and the balance of said consideration Fifty cents per rod for ~~the~~ each line, to be paid when such grants shall be used or occupied, the Grantors Hamil Bros. Land Co., Inc.

do _____ hereby grant to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors or assigns, the right-of-way 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 Colorado described as follows:

The Southeast Quarter of Section 19, Township 9 North, Range 52 West.

Pipeline to be laid on top of ground alongside and adjacent to existing high pressure gas pipeline owned by grantee and running along the south line of said Southeast Quarter of Section 19, and to be buried in the same locations where said 8-inch line is buried.

with ingress and egress to and from the same. The said grantor _____, 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 grantor _____, 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 hereunder upon payment to Grantors, their heirs or assigns, of an additional sum _____ per linear rod for each additional pipe lines.~~

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th day of July, A.D., 19 66.

HAMIL BROS. LAND CO.

By: Donald W. Hamil
Jay Press

In the presence of _____

STATE OF COLORADO

COUNTY OF Logan } s.s.

On this 27th day of July, A.D., 19 66, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Donald W. Hamil for Hamil Bros. Land Co.

to me known to be the identical person _____ whose name _____ subscribed to the foregoing instrument as Grantor _____ and duly acknowledged the execution of the same as _____ voluntary act and deed.

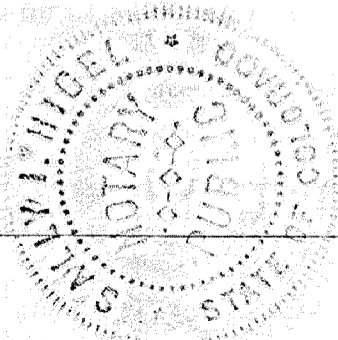
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

My commission expires 5/20/68

Sally J. Higzel
Notary Public

(Seal)

My commission expires _____



4419

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 State COLORADO
Nameplate Horsepower 30 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 Association.

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

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

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

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

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

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and 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, 2003 *ut*

TWO MILE RANCH
(Owner's Name Typed)
(WEST SPRINKLER)
(Description)
60773 NORTH HWY 61
(Address)

Mark B. Sauer
Manager

STONEHAM, CO 80754
(City/State/Zip Code)
Two Mile Ranch
by Jonathan M. Paul
(Owner/Signature) (Title)

[Redacted] 970-437-5751
(S.S. or Fed I.D. #) (Telephone #)

Norma J. Penner
(Signature of Witness - Not a Relative)

Customer Copy _____
10/2002/irrpc

FOR OFFICE USE ONLY
Account # 8284986
R/C # 131
S/O # 6753
J/O # STLG#1538
W/O # 203-105
Previous Owner & Account #:

658341 06/04/2003 10:50A B946 P397 IRRPWRCONTRACT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

658342 06/04/2003 10:50A B946 P398 IRRPWRCONTRACT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

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:

NE 1/4 of Section 19 Township 09 N Range 52 W County LOGAN State COLORADO
Nameplate Horsepower 30 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 Association.

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

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

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

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

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

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and 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, 2003 *at*

TWO MILE RANCH
(Owner's Name Typed)
(EAST SPRINKLER)
(Description)
60773 NORTH HWY 61
(Address)

Mark Swartz
Manager

STONEHAM, CO 80754
(City/State/Zip Code)
Two Mile Ranch
Jonathan M Paul
(Owner Signature) (Title)

FOR OFFICE USE ONLY

Account # 8284995
R/C # 131
S/O # 6754
J/O # STLC#1537
W/O # 203-105

970-437-5751
(Telephone #)

Previous Owner & Account #:

Norma J. Penner
(Signature of Witness - Not a Relative)

Customer Copy _____

**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 (NE¼) 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

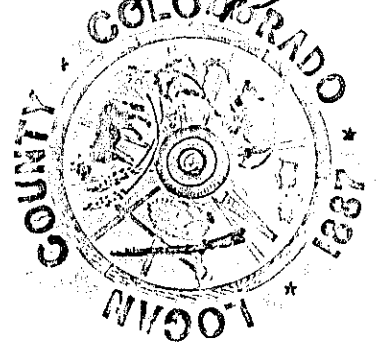
Jack H. McLavey (Aye)(Nay)
Jack H. McLavey, Chairman

Absent (Aye)(Nay)
Gene A. Meisner

Gregory A. Etl (Aye)(Nay)
Gregory A. Etl

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.

Roberta J. Perry (Deputy)
County Clerk and Recorder



**RESOLUTION
NO. 2010-5**

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 ¼ (NE¼) 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.

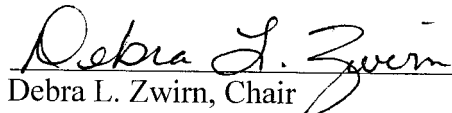
II. FINDINGS OF FACT:

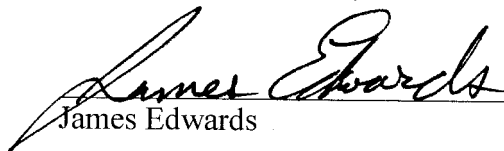
The continued use is compatible with existing land uses in the area, which is zoned Agricultural District.

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.

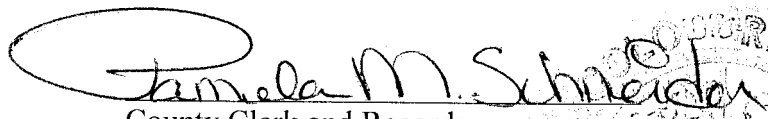
LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO


 (Aye)(Nay)
Debra L. Zwirn, Chair

 (Aye)(Nay)
James Edwards

 (Aye)(Nay)
Jack H. McLavey

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) Two Mile Ranch (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 Logan, state of Colorado, 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 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 April, 2017.

x Mark A Pauling

STATE OF COLORADO

(County of LOGAN)

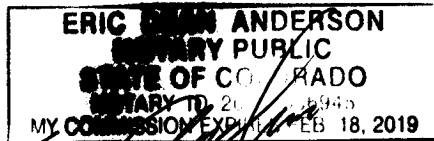
The foregoing instrument was acknowledged before me this 10 day of April, 2017 2017,

by MARK PAULING

My Commission expires:

2-18-19

Notary Public



[Signature]



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:

NE 1/4 of Section 19 Township 09 N Range 52 W County LOGAN State COLORADO
 Nameplate Horsepower 30 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 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 \$500.00 per year.

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.

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 there under, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

TERM AND CANCELLATION: The initial term of this agreement shall be for five (5) consecutive irrigation 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 automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated 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 immediately 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 easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

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

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

UNDERGROUND SERVICE: If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. 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 4-28-2017 nr

LARDYN CONSULTING LLC
 (Owner's Name Typed)

WEST SPRINKLER
 (Description)

18413 CO RD 42.5
 (Address)

STERLING, CO 80751
 (City/State/Zip Code)

Cliff York
 (Owner Signature) (Title)

970-580-7180
 (Telephone #)

Jim M. Hanning
 (Signature of Witness - Not a Relative)

Mark Seaman
 Manager

OFFICE USE ONLY
 Account # 8425345
 R/C # _____
 S/O # 69761
 J/O # _____
 W/O # _____

Previous Owner & Account #:
TWO MILE RANCH
8284995

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:

NW 1/4 of Section 19 Township 09 N Range 52 W County LOGAN State COLORADO

Nameplate Horsepower 30 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 Association.

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TERM AND CANCELLATION: The initial term of this agreement shall be for five (5) consecutive irrigation 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 automatically be renewed unless the Owner shall give the Association written notification, by **April 15**, of his unwillingness to pay the annual minimum. Following such written notice, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one (1) year providing the Association's equipment has not been removed. Following cancellation of this contract, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner. If the line is retired and the same owner requests reinstallation of this line, Owner will be required to prepay twice the estimated 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 immediately 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 easements to construct, operate, repair and maintain on the premises herein above described, its electric distribution and service lines and appliances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system.

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IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of 4-28-2017

LARDYN CONSULTING LLC
(Owner's Name Typed)

WEST SPRINKLER
(Description)

18413 CO RD 42.5
(Address)

STERLING CO 80751
(City/State/Zip Code)

[Signature]
(Owner Signature) (Title)

970-580-7180
(Telephone #)

[Signature]
(Signature of Witness - Not a Relative)

[Signature]
Manager

OFFICE USE ONLY
Account # 8425336
R/C # _____
S/O # 69759
J/O # _____
W/O # _____

Previous Owner & Account #:
TWO MILE RANCH
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.

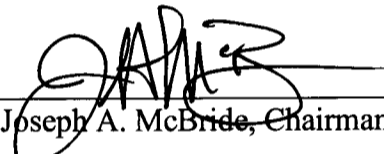
II. FINDINGS OF FACT:

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.

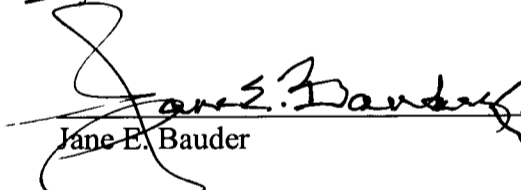
LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO



Joseph A. McBride, Chairman (Ave) (Nay)

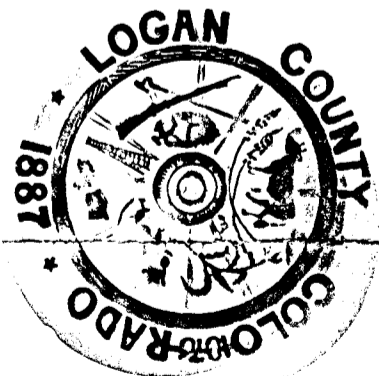



Byron H. Pelton (Ave) (Nay)



Jane E. Bauder (Ave) (Nay)

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



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 1 of 5 R 26.00 D 0.00 N 0.00 Logan County CO

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. **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.

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 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:



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- 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 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 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.

5. **Payment of Tax Assessments.** In the event the Member fails to pay all or a 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



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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. **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 27 day of October, 2005.

Two Mile Ranch



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

SECTION 18: $S\frac{1}{2}NE\frac{1}{4}$ and $S\frac{1}{2}$, EXCEPTING from the $SW\frac{1}{4}$ a tract of land described as: Beginning at a point from whence the quarter corner on the West line of Section 18 bears South $88^{\circ}50'$ West 1255 feet; thence South $37^{\circ}30'$ East 41 feet; thence South $52^{\circ}12'$ East 43 feet; thence South $65^{\circ}36'$ East 31 feet; thence South $66^{\circ}15'$ East 136 feet; thence North 49° East 90 feet; thence North $5^{\circ}15'$ East 85 feet; thence South $88^{\circ}50'$ West 300 feet to the place of beginning (containing less than one acre, being approximately 25,000 square feet)

SECTION 19: $N\frac{1}{2}$ and $SE\frac{1}{4}$; EXCEPT a tract of land containing 1.11 acres, more or less in the $NE\frac{1}{4}$ described as: Beginning at a point from whence the Northeast corner of said Section 19 bears North $72^{\circ}34'$ East a distance of 2714.8 feet; thence North $89^{\circ}22'20''$ East, a distance of 125 feet; thence South $2^{\circ}05'50''$ West, a distance of 420.5 feet; thence South $89^{\circ}22'20''$ West, a distance of 105 feet; thence North $0^{\circ}37'40''$ West, a distance of 420 feet to the point of beginning

SECTION 30: $NE\frac{1}{4}NE\frac{1}{4}$

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. 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.

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. Authority to Reissue Membership Interest. 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.

5. Payment of Tax Assessments. In the event the Member fails to pay all or a 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

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. 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.

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. **Authority to Reissue Membership Interest.** 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.

5. **Payment of Tax Assessments.** In the event the Member fails to pay all or a 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

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 (Aye) (Nay)
Lyle Schumacher, Chairman

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

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

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

Roberta J. Perry by Jennifer Miller
Clerk and Recorder Deputy

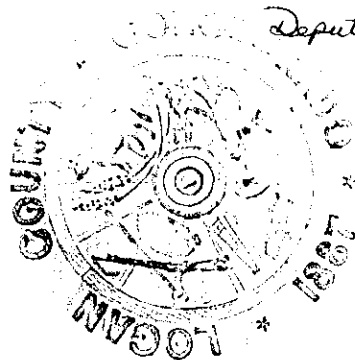




EXHIBIT "A"

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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

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

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

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

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

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

Real Estate Transfer Disclosure.

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

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

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

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

SELLER'S INFORMATION

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

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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

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



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

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

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

Seller _____
Seller _____

Date _____
Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT

Buyer _____
Buyer _____

Date _____
Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

EXHIBIT "B"

APPENDIX

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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 1/2) of the Southeast Quarter (SE 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 1/4) of the Southeast Quarter (SE 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.

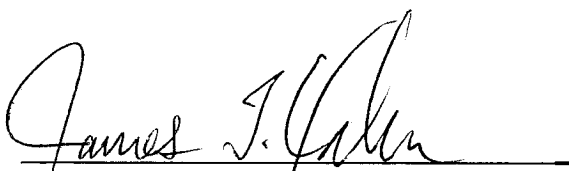
AND THAT in lieu thereof the following land, owned by Lardyn Consulting LLC, which currently contains 10.00 acres within the District be now INCLUDED to a total of 54.00 acres within The North Sterling Irrigation District, to-wit

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 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


Secretary


President

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 ½) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and the North Half (N ½) of the Southeast Quarter (SE ¼) and the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) 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 ¼ NE ¼ 18-9-52 contains 39.54 acres amount to be excluded 39.54 acres
SE ¼ NE ¼ 18-9-52 contains 40.40 acres amount to be excluded 21.07 acres
NE ¼ SW ¼ 18-9-52 contains 34.38 acres amount to be excluded 4.83 acres
NW ¼ SE ¼ 18-9-52 contains 39.69 acres amount to be excluded 39.69 acres
NE ¼ SE ¼ 18-9-52 contains 36.49 acres amount to be excluded 6.76 acres
SW ¼ SE ¼ 18-9-52 contains 40.25 acres amount to be excluded 10.77 acres**

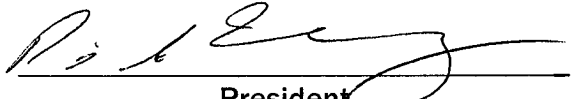
AND THAT in lieu thereof the following land, owned by Lardyn Consulting LLC, which currently contains 51.00 acres within the District be now INCLUDED to a total of 173.66 acres within The North Sterling Irrigation District, to-wit

**The Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼)- (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 ¼ SE ¼) - (Currently containing 16.00 acres) -- 40.00 acres
The Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) ----- 40.00 acres
The Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) - (Currently containing 28.00 acres) --- 40.00 acres
The Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) ----- 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.**

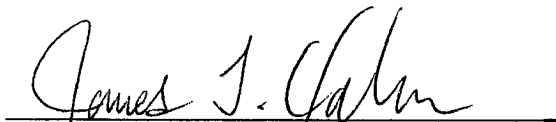
Lardyn Consulting Certification
Page 2

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



Secretary