

NW YUMA COUNTY PIVOT IRRIGATED LAND AUCTION

March 18, 2026

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: March 2, 2026

NW YUMA COUNTY PIVOT IRRIGATED LAND AUCTION

Yuma County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION
with RESERVE

Wednesday, March 18, 2026

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

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



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

Table of Contents

TERMS AND CONDITIONS	1-2
LOCATION MAP	3
PARCEL #1—PLAT MAP & INFORMATION	4-5
PARCEL #2—PLAT MAP & INFORMATION	6-7
SOILS MAPS.....	8-9
PARCEL #1—WELL PERMIT #21131-FP	10-14
PARCEL #2—WELL PERMIT #11389-FP	15-18
CONTRACT TO BUY & SELL REAL ESTATE (LAND)	19-40
BROKERAGE DISCLOSURE.....	41-43
PARCEL #1—TITLE COMMITMENT.....	45-60
PARCEL #2—TITLE COMMITMENT.....	61-71

**During Online-Only Auctions,
we will be sending out text
messages to keep you
updated throughout the
auction.**

Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The NW YUMA COUNTY PIVOT IRRIGATED property will be offered for sale in 2 parcels WITH RESERVE. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on March 18, 2026. The auction will “soft close” @ 12:00 noon, MT on March 18, 2026. Bidding remains open on both parcels as long as there is continued bidding on either of the parcels. Bidding will close when 5 minutes have passed with no new bids. Bidders may bid on either parcel at any time before bidding closes.

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

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

Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Due Diligence Packet may be obtained by visiting NW Yuma County Pivot Irrigated Land Auction property page at reckagri.com or by calling Reck Agri Realty & Auction. To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

SALE TERMS/PROCEDURE: The "NW YUMA COUNTY PIVOT IRRIGATED LAND AUCTION" is an online only auction. The NW Yuma County Pivot Irrigated property to be offered in 2 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit will be transferred to Yuma County Abstract prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions of this Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available herein.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before April 17, 2026. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment herein, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price

after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; zoning and other restrictions and regulations of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Possession upon closing. Upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property for irrigation use, including but not limited to the following: Well Permits #21131-FP and #11389-FP. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, WY Groundwater District, and Republican River Water Conservancy District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment. Seller to convey 2 pivots, 2 electric motors, and 2 pumps.

GROWING CROPS: None

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

REAL ESTATE TAXES: 2026 real estate taxes, RRCWD and WYGWD assessments payable in 2027 and thereafter, to be paid by Buyer(s).

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

MINERALS: Seller to convey all OWNED mineral rights associated with each parcel(s) to Buyer(s).

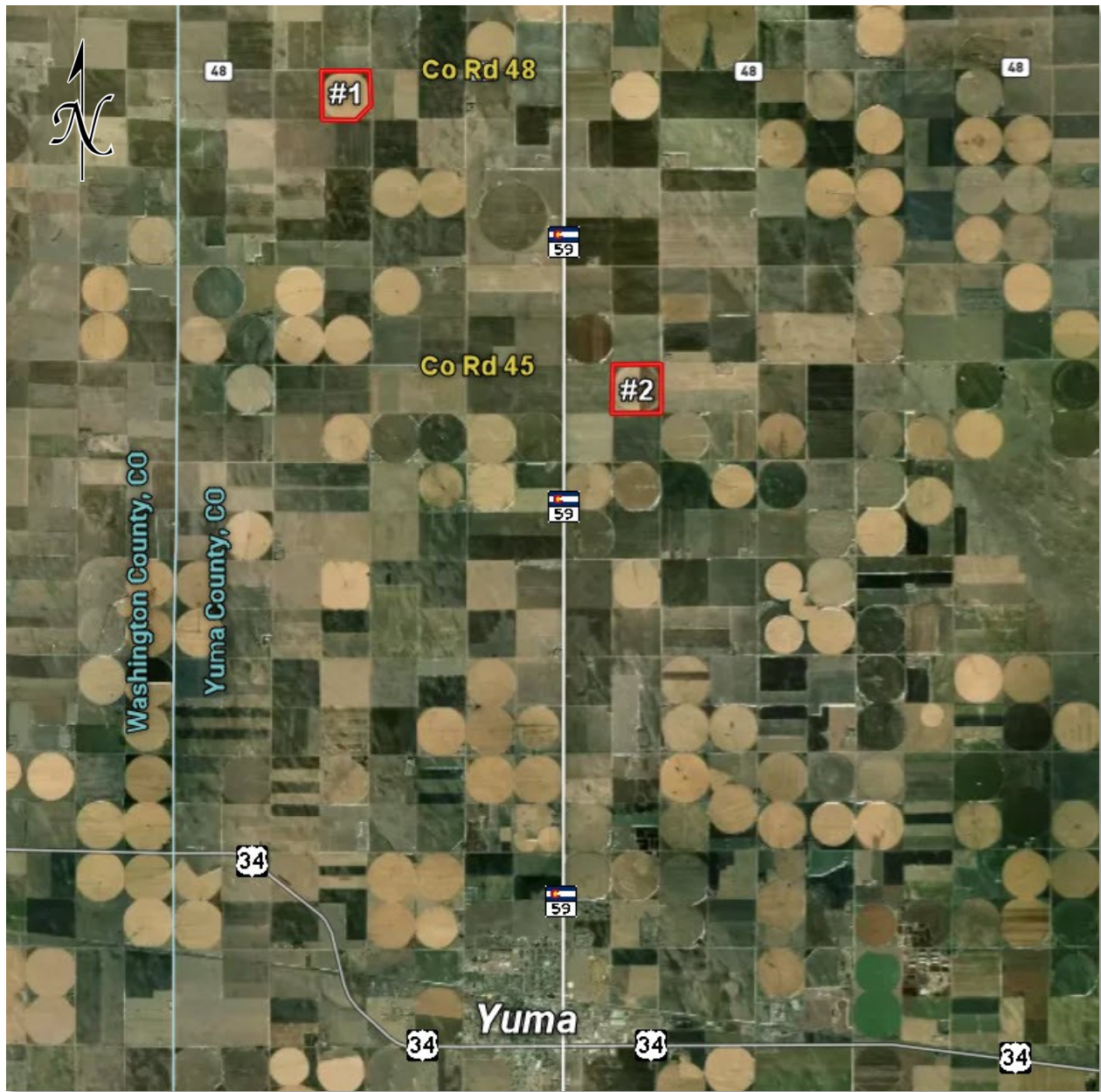
NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown at this time.

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

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Reck Agri Realty & Auction does not offer broker participation for the "NW YUMA COUNTY PIVOT IRRIGATED LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

COPYRIGHT: Photographs, Videos, Color Brochure & Due Diligence Packet are property of Reck Agri Realty & Auction and cannot be reproduced without permission.

Location Map



**Parcel
#1**

Parcel Map



Parcel Information



Legal Description:

TOWNSHIP 3 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 5: NE¼;

EXCEPT a parcel of land in the NE¼ Section 5, Township 3 North, Range 48 West of the 6th P.M., said parcel being more particularly described as follows:

Commencing at the NE corner of said Section 5;

thence S 2°16'45" E along the East line of said NE¼ of Section 5 a distance of 1865.4 feet to the true point of beginning;

thence S 2°16'45" E along the East line of said NE¼ of Section 5 a distance of 797.5 feet to the SE corner of said NE¼ of Section 5;

thence N 89°56'00" W along the South line of said NE¼ of Section 5 a distance of 804.1 feet;

thence N 48°51'55" E a distance of 551.3 feet;

thence N 37°07'55" E a distance of 542.0 feet;

thence N 87°43'15" E a distance of 30.0 feet to the point of beginning, as conveyed to Ryan C. Rasmussen and Janie Rasmussen in Warranty Deed dated May 4, 2004, recorded May 5, 2004 as Reception #517023, Yuma County, Colorado records;

SUBJECT TO County Road 48 along the North side and County Road D along the East side of said Section 5;

See Pages 45-60 for legal description, title commitment, and title exceptions.

Acresage:

122.5± Ac Pivot Irrigated

31.3± Ac Corners

153.8± TOTAL

Land Tenure:

Soils consists primarily of Class III. See Soils Map on Page 8.

Taxes & Assessments:

2025 real estate taxes payable in 2026 are: \$1,300.79. RRWCD assessment \$3,900.00, WYGWM assessment \$20.00.

FSA Information:

FSA bases: 88.02 ac wheat w/ 42 bu PLC yield, 17.91 ac corn w/ 174 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #21131-FP appropriated for 338 ac-ft. Equipment includes an 8 tower Electrogator pivot, 100 HP Newman electric motor and pump.

See Pages 10-14 for copy of well permit, original well log, well test and water map.

Starting Bid:

\$470,000



**Parcel
#2**

Parcel Map



Parcel Information



Legal Description:

TOWNSHIP 3 NORTH. RANGE 48 WEST OF THE 6TH P.M.
SECTION 23: NE1/4;
SUBJECT TO County Road 45 along the North side and County Road G along the East side of said Section 23;

See Pages 61-71 for legal description, title commitment, and title exceptions.

Acreage:

124.6± Ac Pivot Irrigated

35.4± Ac Corners/Rds

160.0± TOTAL

Land Tenure:

Soils consists primarily of Class III. See Soils Map on Page 9.

Taxes & Assessments:

2025 real estate taxes payable in 2026 are: \$1,776.45. RRWCD Assessment: \$3,783.00;
WYGWD Assessment: \$20.00.

FSA Information:

FSA bases: 64.43 ac wheat w/ 40 bu PLC yield, 66.92 ac corn w/ 172 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #11389-FP appropriated for 400 ac-ft. Equipment includes an 8 tower Zimmatic pivot, 100 HP GE Electric motor and pump.

See Pages 15-18 for copy of well permit, original well log, well test and water map.

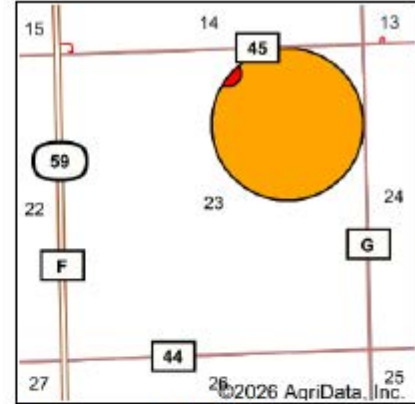
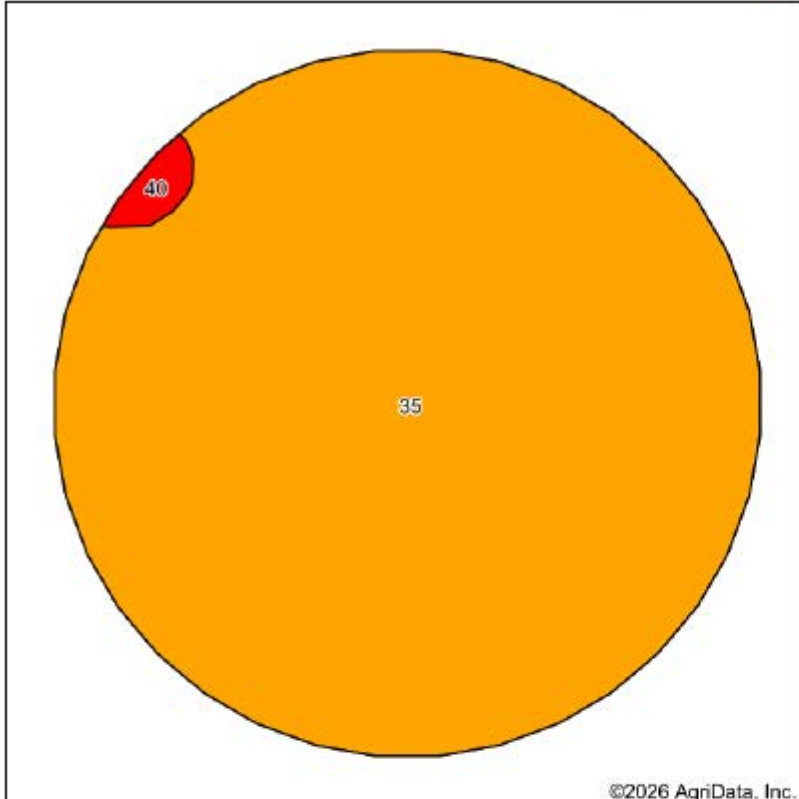
Starting Bid:

\$310,000



Parcel #1

Soils Map



State: Colorado
 County: Yuma
 Location: 23-3N-48W
 Township: Yuma
 Acres: 124.3
 Date: 3/2/2026



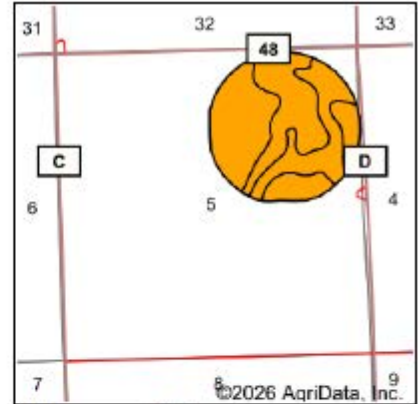
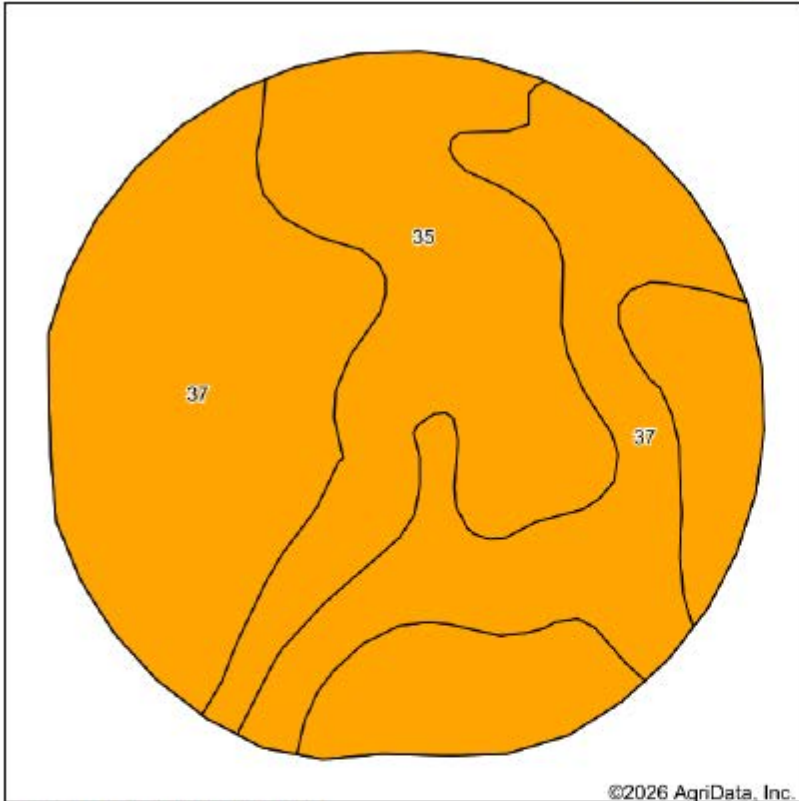
Soils data provided by USDA and NRCS.

Area Symbol: CO125, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	*n NCCPI Overall
35	Platner loam, 0 to 3 percent slopes	122.90	98.9%		III _s	37
40	Richfield silt loam, 0 to 2 percent slopes	1.40	1.1%		II _e	51
Weighted Average					2.99	*n 37.2

*n: The aggregation method is "Weighted Average using all components"

Soils Map



State: Colorado
 County: Yuma
 Location: 5-3N-48W
 Township: Yuma
 Acres: 123.4
 Date: 3/2/2026



Soils data provided by USDA and NRCS.

©2026 AgriData, Inc.

Area Symbol: CO125, Soil Area Version: 26						
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	*n NCCPI Overall
37	Rago loam, 0 to 3 percent slopes	67.97	55.1%		IIIs	52
35	Platner loam, 0 to 3 percent slopes	55.43	44.9%		IIIs	37
Weighted Average					3.00	*n 45.3

*n: The aggregation method is "Weighted Average using all components"





Well Permit #21131-FP

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 21131FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: September 10, 1973

Use: IRRIGATION

Name of Claimant: TRAUTMAN FARMS INC

Location of well: NE1/4 of the NE1/4 of Section 5, Township 3 N,
Range 48 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 338 acre-feet


Maximum pumping rate: 1200 gallons per minute

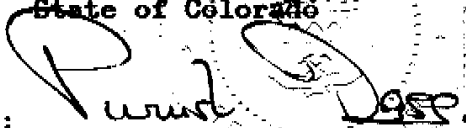
Number of acres which may be irrigated: 135 acres

Description of acres irrigated: PT NE1/4 OF SEC 5, T3N, R48W

Totalizing Flow Meter: Meter may be required

Done this 7th day of June, 1991


Jerig A. Danielson
State Engineer,
State of Colorado

By: 
Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section

6-21-76
325
RECEIVED 33
JUN 25 '76
WATER RESOURCES
STATE ENGINEER
COLO.

COLORADO DIVISION OF WATER RESOURCES

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

THIS FORM MUST BE SUBMITTED
WITHIN 90 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 021131-F

WELL OWNER Max Olsen

NE ¼ of the NE ¼ of Sec. 5

ADDRESS Route 1, Box 82 Yuma, Colorado 80759

T. 3 N. R. 48 W 6 P.M.

DATE COMPLETED May 4, 19 76

HOLE DIAMETER

28 in. from 0 to 315 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16" & kind fg from 0 to 255 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16" & kind fg from 255 to 315 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material _____

Intervals _____

Placement Method _____

GRAVEL PACK: Size Pea

Interval whole well

TEST DATA

Date Tested May 9, 19 76

Static Water Level Prior to Test 198 ft.

Type of Test Pump turbine

Length of Test 2 hours

Sustained Yield (Metered) 1255

Final Pumping Water Level 242'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	10	Sand & clay	
10	40	Sand & gravel	
40	160	Sand & clay, rock layers	
160	280	Sand & gravel	82 20
280	312	Sand & gravel, rock layers & clay	1/20 32
312	370	Sand & clay, caving clay	12
370	400	Shale	

5-76
BRG
155
AA
370
360
shale
130

70%
29 S.C.
2H

198 | 162
370 | 114

TOTAL DEPTH 400

Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

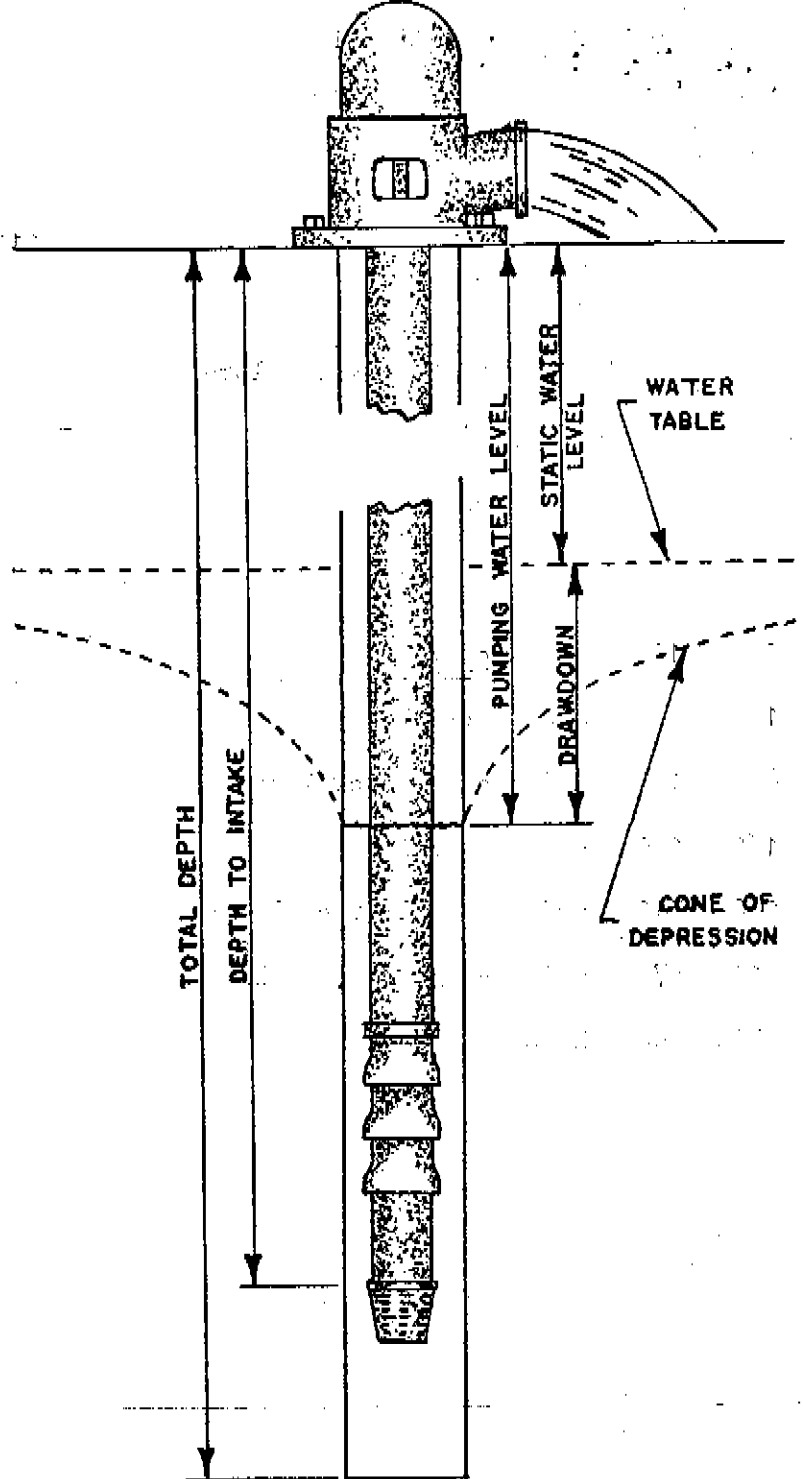
Pump Make _____
 Type _____
 Powered by _____ HP _____
 Pump Serial No. _____
 Motor Serial No. _____
 Date Installed _____
 Pump Intake Depth _____

Remarks Not installed by Burgess Well Co. Inc.

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____
 Static Water Level Prior to Test _____
 Length of Test _____ Hours
 Sustained yield (Metered) _____ GPM
 Pumping Water Level _____

Remarks Not tested by Burgess Well Co. Inc.
with permanent equipment



CONTRACTORS STATEMENT

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

Signature Burgess Well Co. Inc. Alice Lambert License No. 375

State of Colorado, County of Yuma SS

Subscribed and sworn to before me this 24 day of June, 1976.

My Commission expires: February 12, 1977.

Notary Public Chuck Teller



**ELECTRIC
 WELL AND PUMP REPORT**

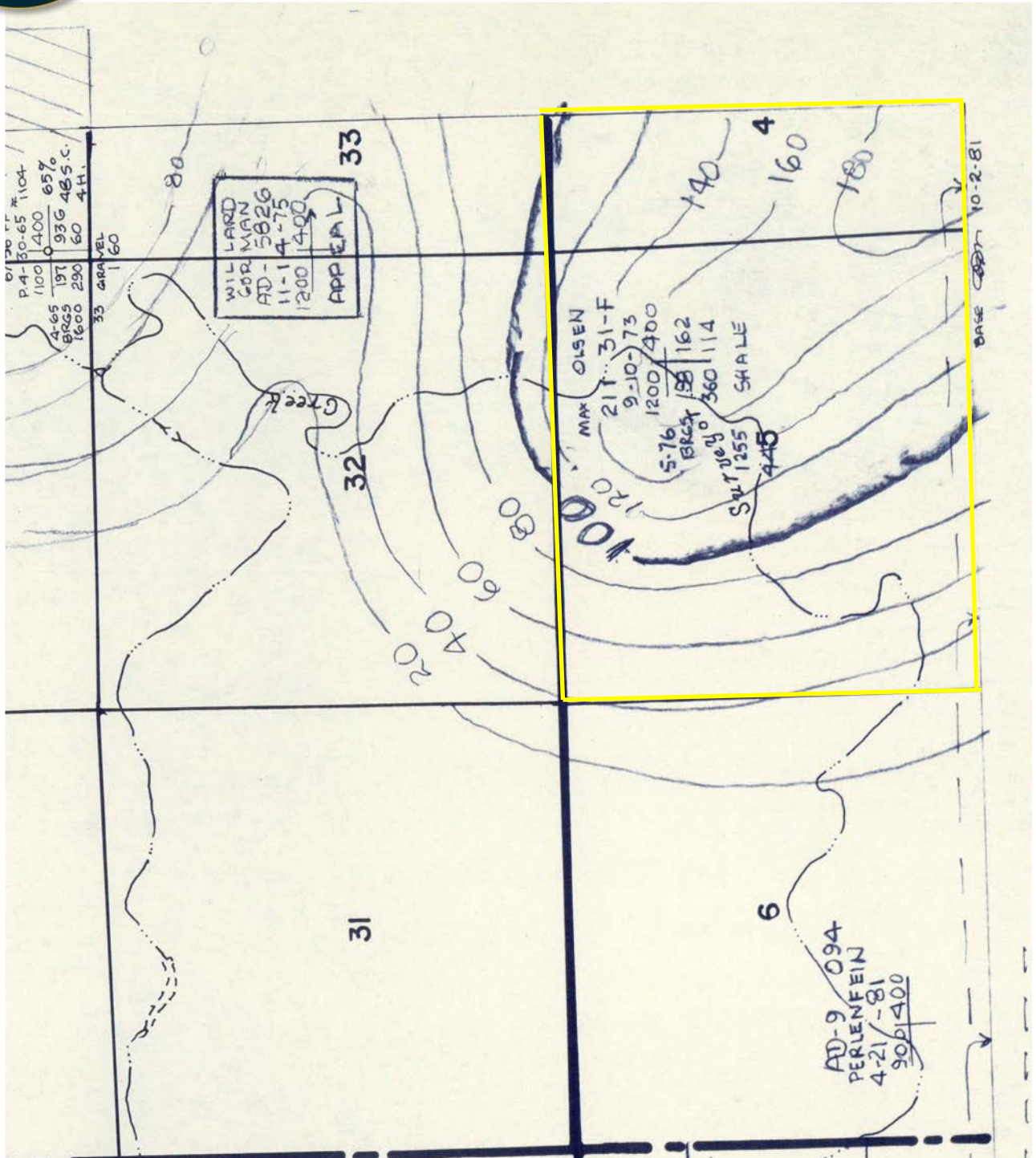
OWNER Sue Kilgore **ADDRESS** _____
DATE 2/2/2026 **LOCATION** CR 48/D
TYPE OF PUMP Turbine **MAKE** Johnston **SERIAL #** TJ16558
DEPTH OF PUMP 315 **DROP PIPE SIZE** 8" **SHAFT SIZE** 1.5 **OIL TUBE & SHAFT** 2.5
MAKE OF MOTOR Newman **MOTOR SER #** S1249007 **H.P.** 100
AMPS 122 **VOLTAGE STAMP** 440 **WIRE SIZE** _____
DEPTH OF WELL 360 **DIAMETER OF WELL** 16" **SCREEN LENGTH** _____
VOLTAGE NOT RUNNING **LINE 1** 468 **LINE 2** 469 **LINE 3** 468
STATIC WATER LEVEL 256 **TYPE OF METER** Micrometer **PIPE SIZE** 8"

GPM	WPL	PSI	T H IN FT	VOLTS			AMPS			AVG AMPS	HP	EFF	
				LINE 1	LINE 2	LINE 3	LINE 1	LINE 2	LINE 3				
		open		468	468	468	106	110	107	468	107.7	93.63	0.00%
600	308	35	349	468	468	468	102	105	102	468	103	89.57	53.13%
580	306	40	360	468	468	468	100	104	101	468	101.7	88.41	53.68%
550	306	45	371	468	468	468	98	101	99	468	99.33	86.38	53.69%
510	305	50	383	468	468	468	96	99	96	468	97	84.35	52.63%
470	304	55	391	468	468	468	92	96	93	468	93.67	81.45	51.28%
400	301	60	403	468	468	468	87	91	88	468	88.67	77.1	47.52%

Remarks _____

Parcel #1

Water Map



Well Permit #11389-FP

Parcel
#2

FINAL PERMIT NO. 11389FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: September 15, 1966

Use: IRRIGATION

Name of Claimant: EDWARD TRAUTMAN

Location of well: SE1/4 of the NE1/4 of Section 23, Township 3 N,
Range 48 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1425 gallons per minute

Number of acres which may be irrigated: 210 acres

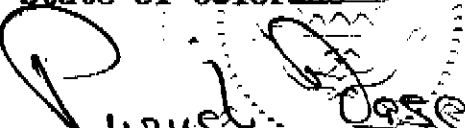
Description of acres irrigated:

NE1/4 OF SEC 23 AND PART OF NW1/4 OF SEC 24; T3N,R48W

Totalizing Flow Meter: Meter may be required

Done this 7th day of July, 1991


Jervis A. Danielson
State Engineer,
State of Colorado

By: 
Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section

LOG AND HISTORY

WELL LOG

WELL DATA

Ground Elevation _____

Date Started November 8, 1967

Type Drilling Rotary

Date Completed _____

Hole Diameter:

28 in. from 0 ft. to 260 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Cemented from _____

Plain Casing

Size 16, kind Steel from 0 ft. to 170 ft.

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

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

Perforated Casing

Size 16, kind Steel from 170 ft. to 260 ft.

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

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

TEST DATA

Date Tested 11-18-67

Type of Pump Turbine

Length of Test 12 hours

Constant Yield 1425

Drawdown 190

PUMP DATA (To be filled in)

Type of Pump Turbine

Outlet Size 8"

Driven by Electric

Horsepower 100

From	To	Type of Material	Water Loc.	Perf.
0	2	Top Soil		
2	20	Sand & Clay		
20	30	Gravel		
30	45	Gravel		
45	60	Sandstone & Clay Strips		
60	63	Gravel & Clay		
63	65	Sandstone, & Sand Strips		
65	68	Gravel		
68	90	Sandstone (hard)		
90	110	Sandstone		
110	119	Clay		
119	130	Sandstone & Gravel Stone		
130	133	Sandstone with Clay Strips		
133	170	Sandstone		6
170	175	Clay & Sandstone Strips		2
175	185	Sandstone		10
185	186	Clay		5
186	191	Sandstone		5
191	195	Clay		3
195	200	Gravel & Clay Streaks		17
200	205	Sandstone		
205	217	Gravel		
217	220	Sandy Clay		5
220	225	Good Sandstone		74%
225	233	Clay		
233	237	Gravel	SWHT 1425 2.6 164 97 72 16 55 50 124	
237	239	Sandstone		
239	249	Gravel		8 72
249	253	Clay		
253	261	Gravel		

55 Use additional paper if necessary to complete log and attach.

WELL DRILLERS STATEMENT DEPTH TO WATER 164
TOTAL DEPTH 260

State of Colorado)
 County of Yuma) ss

Ernest P. White being duly sworn, deposes and says: he is the driller of the above described well; he has read the above map and statement, knows the content thereof, and the same is true of his own knowledge.

Ernest P. White

License No. 542

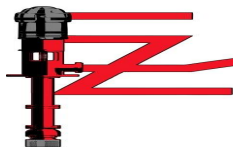
Subscribed and sworn to before me this 6th day of December, 1967.

My Commission expires July 7, 1970, 19 .

Wendell Goff
 Notary Public

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

Denny Blair
 (970) 630-0968
 License# 1221



Z PUMPS
 970-332-4114

**ELECTRIC
 WELL AND PUMP REPORT**

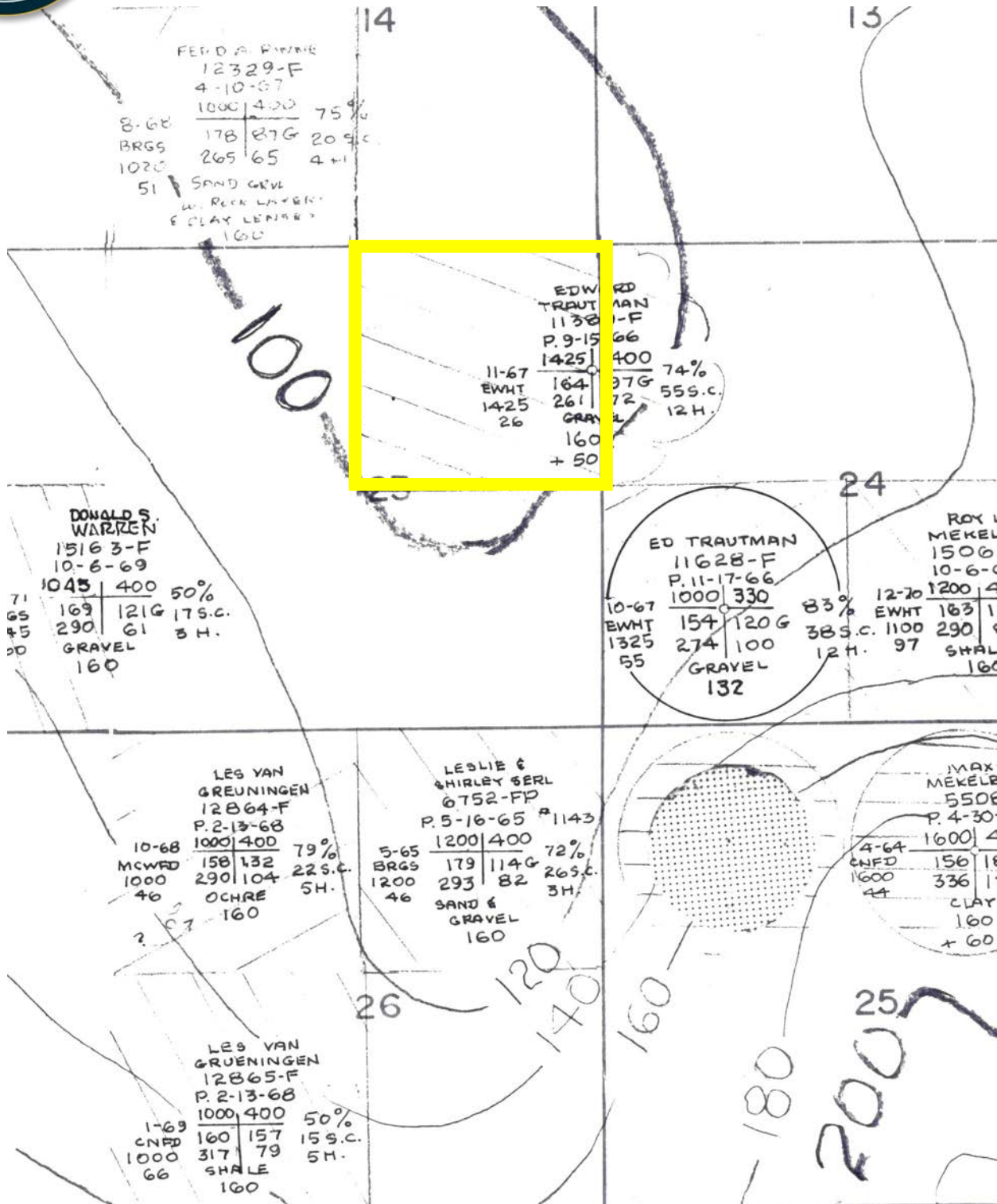
OWNER Sue Kilgore **ADDRESS** _____
DATE 2/2/2026 **LOCATION** CR 45/G
TYPE OF PUMP Turbine **MAKE** WLR **SERIAL #** GS8210311
DEPTH OF PUMP _____ **DROP PIPE SIZE** 8" **SHAFT SIZE** 1.5 **OIL TUBE & SHAFT** 2.5
MAKE OF MOTOR GE **MOTOR SER #** S1249007 **H.P.** 100
AMPS 120 **VOLTAGE STAMP** 460 **WIRE SIZE** _____
DEPTH OF WELL 260 **DIAMETER OF WELL** 16" **SCREEN LENGTH** _____
VOLTAGE NOT RUNNING _____ **LINE 1** 470 **LINE 2** 470 **LINE 3** 470
STATIC WATER LEVEL 224 **TYPE OF METER** Micrometer **PIPE SIZE** 8"

GPM	WPL	PSI	T H IN FT	VOLTS			AMPS			AVG AMPS	HP	EFF	
				LINE 1	LINE 2	LINE 3	LINE 1	LINE 2	LINE 3				
		open		469	469	465	85	88	82	467.7	85	73.86	0.00%
480	247	35	315	469	469	465	78	80	75	467.7	77.67	67.49	50.92%
420	245	40	327	469	469	465	75	77	72	467.7	74.67	64.88	48.11%
350	241	45	338	469	469	465	72	64	68	467.7	68	59.09	45.50%
260	241	50	350	469	469	465	62	64	59	467.7	61.67	53.59	38.59%

Remarks _____

Parcel #2

Water Map



Contract to Buy & Sell Real Estate (Land)

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

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

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

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

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

known as: _____
Street Address City State Zip

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

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

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

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

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

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

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

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

60
61
62
63

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

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

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

73
74
75

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

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

78
79
80

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

82 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
83 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

84
85
86
87
88

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

95

96 **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

97
98
99

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

102
103
104

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

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

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

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

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

118 **3.1. Dates and Deadlines.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

215

TRANSACTION PROVISIONS

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

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

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

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

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

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

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

254 **6. APPRAISAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

472 9. NEW ILC, NEW SURVEY.

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

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

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

480
481
482

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

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

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

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

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

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

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

503

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

547 **10.6. Due Diligence.**

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

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

554
555
556

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

594 **10.6.1.6.13.** Other:

595

596

597

598

599

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

660 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

680

CLOSING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

764 16.2. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
765 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
766 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
767 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
768 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer

769 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
770 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
771 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
772 regular assessments and _____. Association Assessments are subject to change as provided in the
773 Governing Documents.

774 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,
775 subject to the Leases as set forth in § 10.6.1.1. As stated in NW Yuma County Pivot Irrigated Land Auction Due Diligence Packet Printed March 2, 2026
776 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
777 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
778 notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered. Additionally, Buyer may
779 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

780

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

876 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

924

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

927
928
929
930
931
932
933

934
935
936

937 **31. OTHER DOCUMENTS.**

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

939
940
941
942
943
944
945
946
947

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

948

949

SIGNATURES

950

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

Buyer's Signature Date Buyer's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

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

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

Seller's Signature Date Seller's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

952

953

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

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

Broker's Signature

Date

Address: _____

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

B. Broker Working with Seller

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

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

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

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

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

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

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

954

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the NW Yuma County Pivot Irrigated Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held March 18, 2026 and in accordance with the terms and conditions of this Specific Performance Contract, the NW Yuma County Pivot Irrigated Land Auction Due Diligence Packet Printed March 2, 2026 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by announcements at the auction shall control.

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

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

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

Brokerage Disclosure

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

This page intentionally left blank.

Title Commitments

- ◆ Parcel #1
- ◆ Parcel #2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21432
Issuing Office File Number: 21432
Property Address: Agricultural Land
Revision Number: 1

1. **Commitment Date:** February 26, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**
(a) 2021 ALTA® Owner's Policy To Be Determined

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy None

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

Fee Simple

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

EJ Legacy Farms, LLC, a Colorado limited liability company

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

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	\$500.00
Deposit - To Be Determined	
TAX CERTIFICATES	\$15.00
COPIES	\$9.00
TOTAL	\$524.00

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21432
CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)
Page 1 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

TOWNSHIP 3 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 5: NE¼;

EXCEPT a parcel of land in the NE¼ Section 5, Township 3 North, Range 48 West of the 6th P.M., said parcel being more particularly described as follows:

Commencing at the NE corner of said Section 5;

thence S 2°16'45" E along the East line of said NE¼ of Section 5 a distance of 1865.4 feet to the true point of beginning;

thence S 2°16'45" E along the East line of said NE¼ of Section 5 a distance of 797.5 feet to the SE corner of said NE¼ of Section 5;

thence N 89°56'00" W along the South line of said NE¼ of Section 5 a distance of 804.1 feet;

thence N 48°51'55" E a distance of 551.3 feet;

thence N 37°07'55" E a distance of 542.0 feet;

thence N 87°43'15" E a distance of 30.0 feet to the point of beginning, as conveyed to Ryan C. Rasmussen and Janie Rasmussen in Warranty Deed dated May 4, 2004, recorded May 5, 2004 as Reception #517023, Yuma County, Colorado records;

SUBJECT TO County Road 48 along the North side and County Road D along the East side of said Section 5;

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21432

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

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21432- Amended No. 1

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 109 at Page 367, Yuma County, Colorado records.

(continued on next page)

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21432

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

Page 1 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Perpetual Right of Way, whether in fee or easement only, for the erection, construction, reconstruction, replacement, removal, maintenance and operation of an electric transmission line located upon Lots 1 and 2 Section 5, Township 3 North, Range 48 West of the 6th P.M., with the right of ingress and egress for such purposes; and the right to install, maintain and use gates in all fences crossing or adjacent to said strip, as granted to Tri-Generation and Transmission Association, Inc. in instrument dated October 12, 1971, recorded December 21, 1971 in Book 470 at Page 199, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Rights of the Public in and to the use of County Road D and County Road 48.
14. Easement, whether in fee or easement only, for the erection, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance, and operation of electrical transmission and distribution lines with fiber optic cables, including structures, poles, towers, wires, cables, cable terminations, tracer wires, arrestors, footings, foundations, cross-arms, ductbank systems, cable troughs, conduits, vaults, manholes, transition structures, riser structures, control buildings, telecommunications buildings, fences, gates, landscaping, access roads, and other equipment and fixtures, supporting one or more electrical circuits and facilities, equipment and systems used or useable for the transmission and/or distribution of electricity, equipment and systems used or useable for the transmission or provision of telecommunications and fiber optic services, with the right to inspect, alter, repair, maintain, upgrade, uprate, and remove the same in whole or in part at any time, on, over, under and across the NE $\frac{1}{4}$ Section 5, Township 3 North, Range 48 West of the 6th P.M., as granted to Tri-State Generation and Transmission Association, Inc. in instrument dated May 22, 2012, recorded June 13, 2012 as Reception #00553569, Yuma County, Colorado records, and any assignment thereof or interest therein.
15. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and EJ Legacy Farms, LLC, a Colorado limited liability company, Seller.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21432

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

Page 2 of 2



PATENT No 492615

Page 366

United States To *Leates & M. Kingie*

United States To

Description *lots 11, 12, 13, 14 Sec 29 Twp 8 E, SE 1/4 and lot 8 Sec 30 Twp 5 S R 43 W containing 321.50 Acres. ~~Hydroxyl Wilson Prec. of Q. C. James Prec. Sec.~~*

Filed *Sept 25, 1919*

Date *Oct 4, 1915*

109

PATENT No 314020

Page 367

United States To *William L. Steiner*

United States To

Description *NE 1/4 Sec 5 Twp 3 N R 4 S W 160 75 Acres. Wm N Twp Prec. N W Sanford Prec. Sec.*

Filed *Sept 25, 1919*

Date *Feb 8 1913*

Reception 385602 S. R. ALLISON, Recorder RIGHT-OF-WAY EASEMENT

No. 57

KNOW ALL MEN BY THESE PRESENTS:

1. That we the undersigned (whether one or more) Harold P. Olsen & Margaret Olsen

(unmarried) (husband and wife), hereinafter called Grantors, in consideration of the sum of Five Dollars (\$5.00), receipt of which is hereby acknowledged, and of the further agreements and considerations herein stated, do hereby grant and convey unto TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. of Denver, Colorado (hereinafter called Grantee), and to its successors and assigns a perpetual right-of-way for the erection, construction, reconstruction, replacement, removal, maintenance and operation of an electric transmission line consisting of poles, towers, wires, cables, footings, foundations, crossarms and other equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, which right-of-way shall extend fifty (50) feet on each side of the center of the line to be surveyed over and across the following described real property (plus such additional feet as are necessary to properly guy angle structures, if any, located upon said right-of-way), situated in Yuma County, Colorado as follows:

Lot 1 & Lot 2 Section 5, T. 3 N., R. 48W., 6th P.M.

2. That Grantee shall also have the right of ingress and egress across Grantors' property for any purpose necessary in connection with the erection, construction, reconstruction, replacement, removal, maintenance and operation of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. That Grantee shall also have the right at any time to cut, remove, clear away, trim and control, by chemical means, machinery or otherwise, any and all trees, brush, and shrubbery, whether on said strip or adjacent thereto which now or hereafter, in the opinion of Grantee, may interfere with the safe operation and maintenance of the line and equipment used in connection therewith.

4. That Grantee shall also have the right to install, maintain and use gates in all fences which now or might hereafter cross or be adjacent to said strip.

5. That Grantors shall at all times exercise due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said real property and shall pay the undersigned for any and all damage to the fences, crops, livestock or other personal property of the undersigned caused by Grantee's agents or employees while performing construction or maintenance work on said right-of-way.

6. That Grantors, their heirs or assigns, shall not allow any building or other structures, hay or straw stack, trees or other combustible material or property to remain or to be placed under or near the transmission line, poles or fixtures in such a manner as to interfere with the safe operation or maintenance of said line or in such manner as might result in damage to the property of either party from fire or other cause.

7. That Grantors, their heirs or assigns, agree that all poles, wires and other facilities installed on the above-described lands at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

8. That Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of Grantee herein conveyed.

9. That in the event of removal of the transmission line and abandonment of the right-of-way for a period of five years, then this easement shall terminate and all rights under it shall revert to the Grantors, their heirs or assigns.

10. That Grantors covenant and agree to the joint use or occupancy of the line by any other person, association or corporation for electrification or telephone purposes.

11. That Grantors covenant and agree that they are the owners of the above described lands and that the said lands are free and clear of encumbrance and liens of whatsoever character except those held by the following persons:

Federal Land Bank, Harold Olsen, Margaret Olsen

12. That the total payment for rights herein granted shall be made on the following basis:

	In Irrigated Fields	In Cultivated Fields	In Permanent Pasture and Meadow Land
For Poles		\$35.00	
For Anchors with Guys			
For Overhang Only			

The down payment of \$5.00 shall be credited on the total due, and the balance of the payment provided for herein shall be paid to Grantors just prior to the commencement of construction hereunder; provided, however, that if no such construction be commenced, then Grantee shall not be obligated to pay the balance of the payment provided for.

3 Poles or Anchors @ \$35.00	\$ 280.00
Poles or Anchors @	\$
Poles or Anchors @	\$
For Overhang Only	\$
Total Payment	\$ 280.00

IN WITNESS WHEREOF, the undersigned have set their hands this 17 of October, 1971

Harold Olsen, Margaret Olsen

STATE OF Colorado COUNTY OF Washington

I hereby certify that on this 17 day of October, 1971, before me the undersigned,

a Notary Public, duly commissioned and qualified for said County, came Harold Olsen

Margaret Olsen

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, hers or their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

My commission expires October 7, 1972



James E. Lee, Notary Public

ENDORSEMENT No. 1

Re: EJ Legacy Farms, LLC

Added Exception

SCHEDULE B: Added Exception #31

31. Perpetual Right-of-Way, whether in fee or easement only, for the erection, construction, reconstruction, replacement, removal, maintenance and operation of an electric transmission line, ~~said right of way to extend 50 feet on each side of the center line to be surveyed over and across~~ Lots 1 and 2, Section 5, Twp. 3 N., R. 48 W., 6th P.M., with the right of ingress and egress for such purposes, ~~the right to cut, remove, clear away, trim and control trees, brush and shrubbery, whether on said strip or adjacent thereto,~~ and the right to install, maintain and use gates in all fences crossing or adjacent to said strip, as granted to Tri-State Generation and Transmission Association, Inc. in instrument recorded December 21, 1971 in Book 470 at Page 199, Yuma County, Colorado records, and any assignment thereof or interest therein.

Use this for additional exception

This ENDORSEMENT is made a part of the Policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. EXCEPT to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and prior endorsements, if any, nor does it extend the effective date of the Policy and prior endorsements or increase the face amount thereof.

Dated: 12/9/2011 2:29 PM

STEWART TITLE GUARANTY COMPANY
By: Yuma County Abstract Company
130 E. 4th St., P.O. Box 156
Wray, Colorado 80758

By *[Signature]*

0-8-26

*Misc
Merrill Copies*

CE

Oct. 16, 1975 9:00 A.M.
Reception 396400 City & State, Recorder

BOOK 499 PAGE 156

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

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

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

Given under my hand and official seal, this 16th day
 of October A. D. 19 75, at 9:00 o'clock A. M.
Margie Eyestone, Deputy
 COUNTY CLERK AND RECORDER

STATE OF COLORADO,
 COUNTY OF YUMA }
 I hereby certify that this instrument was
 for record in my office at 9:00 o'clock
October 16 19 75
 is duly registered in Book 499, Page No. 156A
Margie Eyestone
 Deputy Recorder

Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

396-100
ORDER



WHEN RECORDED RETURN TO:

If via USPS:

Tri-State Generation and Transmission Association, Inc
P.O. Box 33695
Denver, CO 80233
Attn: Glenda Lanik, Senior Manager/Assistant General Counsel

If via Federal Express or UPS:

Tri-State Generation and Transmission Association, Inc.
3761 Eureka Way
Frederick, CO 80516
Attn: Glenda Lanik, Senior Manager/Assistant General Counsel

**TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
TRANSMISSION LINE EASEMENT**

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and of the further agreements, compensation and considerations in this Transmission Line Easement (the "Agreement"), the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants to TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., P.O. Box 33695, Denver, Colorado 80223, ("Grantee") and to its employees, agents, licensees, invitees, contractors, lessees, successors and assigns a perpetual, non-exclusive easement for the purposes described below on, over, under and across certain premises situated in Yuma County, Colorado, which is further described below.

2. **TRANSMISSION LINE USE.** Grantor grants to Grantee an easement for the erection, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance, and operation of electrical transmission and distribution lines with fiber optic cables, including structures, poles, towers, wires, cables, cable terminations, tracer wires, arrestors, footings, foundations, cross-arms, ductbank systems, cable troughs, conduits, vaults, manholes, transition structures, riser structures, control buildings, telecommunications buildings, fences, gates, landscaping, access roads, and other equipment and fixtures, supporting one or more electrical circuits, and facilities, equipment and systems used or useable for the transmission and/or distribution of electricity, equipment and systems used or useable for the transmission or provision of telecommunications and fiber optic services (including the transmission of voice, video and data signals and the transfer or shared use of dark fiber strands), with the right to inspect, alter, repair, maintain, upgrade, uprate, and remove the same in whole or in part at any time, on, over, under and across the premises described on the attached **Exhibit A** (the "Transmission Line Easement Area"). The use of the aforementioned fiber optic cables shall be limited to the business of generation, transmission, and distribution of electricity and the transmission of public safety and governmental type telecommunications services. Except in emergencies, following completion of initial construction, Grantee shall give reasonable advance notice to Grantor of its intention to access the Transmission Line Easement Area.

3. **NON-EXCLUSIVITY, PERPETUITY.** The easements granted hereunder shall be non-exclusive, perpetual, and deemed to run with the land.



4. **GRANTOR RESERVED RIGHTS.** The Grantor reserves for itself, its successors and assigns all rights not specifically hereunder granted to Grantee. Grantor reserves the right to use and occupy the Transmission Line Easement Area for any and all purposes that will not interfere with Grantee's uses thereof or endanger or damage Grantee's facilities installed thereon. Grantor shall have the right to cultivate, graze, use, occupy and have access to and across the Transmission Line Easement Area described herein for any purposes which will not constitute a hazard to life or limb, or interfere with any of the rights and privileges herein granted to the Grantee.

5. **GRANTOR COVENANTS.** Unless written permission is granted by Grantee, Grantor shall not erect or construct any building or other structure (including mobile homes or travel trailers), or store flammable or explosive materials, or stack hay or straw, or conduct fueling operations, or construct, install or operate above ground mechanical irrigation facilities which could make an electrical contact with the conductors, or drill wells or conduct mining operations, or appreciably alter the grade of the ground surface within the Transmission Line Easement Area.

Upon receipt of written notice from Grantee identifying material or property deemed by Grantee to interfere with the safe operation or maintenance of Grantee's lines or facilities, Grantors, their successors, heirs or assigns shall remove the material or property within 10 days. If there is a failure to so remove the material within 10 days, Grantee may remove the material or property and collect the costs of such removal from Grantor.

Grantor covenants that Grantor shall require any subsequent grantees who obtain any rights in the Transmission Line Easement Area to enter into a joint use and maintenance agreement with Grantee.

6. **GRANTOR WARRANTIES.** Grantor warrants that: 1) Grantor is the owner of the land on which the easements conveyed herein are situated, 2) Grantor has full authority to grant these easements, and 3) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.

7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by chemical means, machinery or otherwise, any and all trees, brush and shrubbery whether on the easement areas described herein, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the electric transmission and distribution lines and facilities, and the equipment, buildings and structures used in connection therewith. Grantee may also install and use gates in all of Grantor's fences which now or might hereafter cross or be adjacent to the easement areas conveyed herein. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, crops, livestock and other personal property located on or adjacent to the Transmission Line Easement Area, and shall repair or pay Grantor for any and all damage to said real property, fences, crops, livestock and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the easement areas.



8. **GRANTEE FACILITIES.** Grantor agree that all structures, buildings, poles, wires and other facilities installed on, across, and under the Transmission Line Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee; provided, however, that any fences, gates, culverts or ditches constructed by Grantee may be conveyed to Grantor on such terms and conditions and at such times as may be mutually agreed upon by Grantor and Grantee.
9. **NON-USE, TERMINATION.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of the Easement to the full extent herein authorized. If the lines and facilities are removed and the Transmission Line Easement Area is permanently abandoned, the easement shall be terminated by one or more releases of easement executed and delivered by Grantee to Grantor. Likewise, if the lines are permanently taken out of service and the easement is permanently abandoned, Grantee will remove its facilities from the Transmission Line Easement Area at its own expense.
10. **INDEMNIFICATION.** Grantee shall indemnify, defend and hold harmless Grantor from any liability resulting from negligent acts or omissions of Grantee or its agents, licensees, invitees, contractors, or lessees while on the Transmission Line Easement Area, but not for activities of the Grantor or its agents, licensees, invitees, contractors, or lessees, or third parties not affiliated with Grantee.
11. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned or otherwise conveyed or transferred, in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Agreement or to recover damages for breach. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. The headings and captions in this Agreement are used for convenience only and shall not be construed to affect its meaning.

[Grantor signature on following attached page]



GRANTOR signs this Transmission Line and Access Easement on May 22, 2012.

GRANTOR: **EJ Legacy Farms, LLC,**
a Colorado limited liability company

By: Sue Troutman Koryne

Title: Member

Address: 2962 Ash Street
Denver, CO 80207

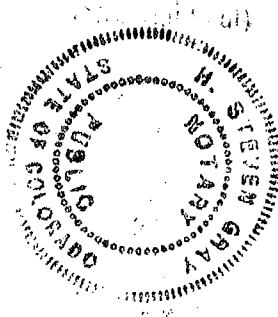
ACKNOWLEDGMENT

STATE OF COLORADO)
City &) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on May 22, 2012,
by Sue Troutman Koryne as Member for EJ
Legacy Farms, LLC, a Colorado limited liability company, Grantor.

[Signature]
Notary Public

My commission expires: 4/2/2014





©2012 Westwood Professional Services, Inc.

EXHIBIT A

Transmission Line Easement Description:

A STRIP OF LAND LYING OVER, UNDER AND ACROSS THAT PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN RECEPTION NUMBER 00551621, IN THE YUMA COUNTY RECORDER'S OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, YUMA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF NORTH 88° 12' 50" EAST (WEST END BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 37911 AND EAST END OF SAID LINE BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 13155); ESTABLISHED WITH GPS OBSERVATIONS AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, NORTH 88° 12' 50" EAST, A DISTANCE OF 2,599.10 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 04° 03' 47" EAST, A DISTANCE OF 73.14 FEET TO A POINT ON THE NORTHERLY LINE OF A 100.00 FOOT TRANSMISSION EASEMENT TO TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC., AS RECORDED AT BOOK 470, PAGE 199 IN THE RECORDS OF YUMA COUNTY, SAID POINT ALSO BEING POINT "A"; THENCE ALONG SAID NORTHERLY TRANSMISSION EASEMENT LINE, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 88° 16' 24" WEST, A DISTANCE OF 872.71 FEET;
2. SOUTH 88° 13' 23" WEST, A DISTANCE OF 897.02 FEET;
3. SOUTH 88° 11' 44" WEST, A DISTANCE OF 696.61 FEET;
4. SOUTH 88° 14' 21" WEST, A DISTANCE OF 134.37 FEET;

THENCE NORTH 02° 48' 58" WEST ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 72.21 FEET TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, SOUTH 04° 03' 47" EAST, A DISTANCE OF 100.09 FEET TO THE POINT OF BEGINNING FOR PARCEL 2;


THENCE CONTINUING ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 04° 03' 47" EAST, A DISTANCE OF 181.66 FEET;

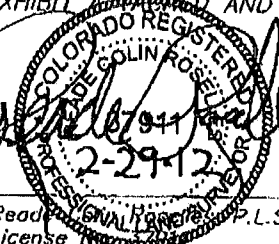
THENCE NORTH 46° 46' 29" WEST, A DISTANCE OF 256.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 100.00 FOOT TRANSMISSION EASEMENT TO TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC.;

THENCE ALONG SAID SOUTHERLY EASEMENT LINE, NORTH 88° 16' 24" EAST, A DISTANCE OF 174.41 FEET TO THE POINT OF BEGINNING FOR PARCEL 2.

EASEMENT AREA (PARCEL 1 AND 2) = 119,543 SQ. FT. / 2.74 ACRES (NET); 203,020 SQ. FT / 4.66 ACRES (GROSS) MORE OR LESS.

EXHIBIT A APPROVED AND BY THIS REFERENCE MADE A PART HEREOF.




 Colleen Rose, P.L.S.
 License No. 17941

Sheet: 1 OF 2
Date: 2/03/12



Westwood Professional Services, Inc.
4045 St. Cloud Drive
Loveland, CO 80538
PHONE 970-822-2096
FAX 970-461-4460
www.westwoodps.com

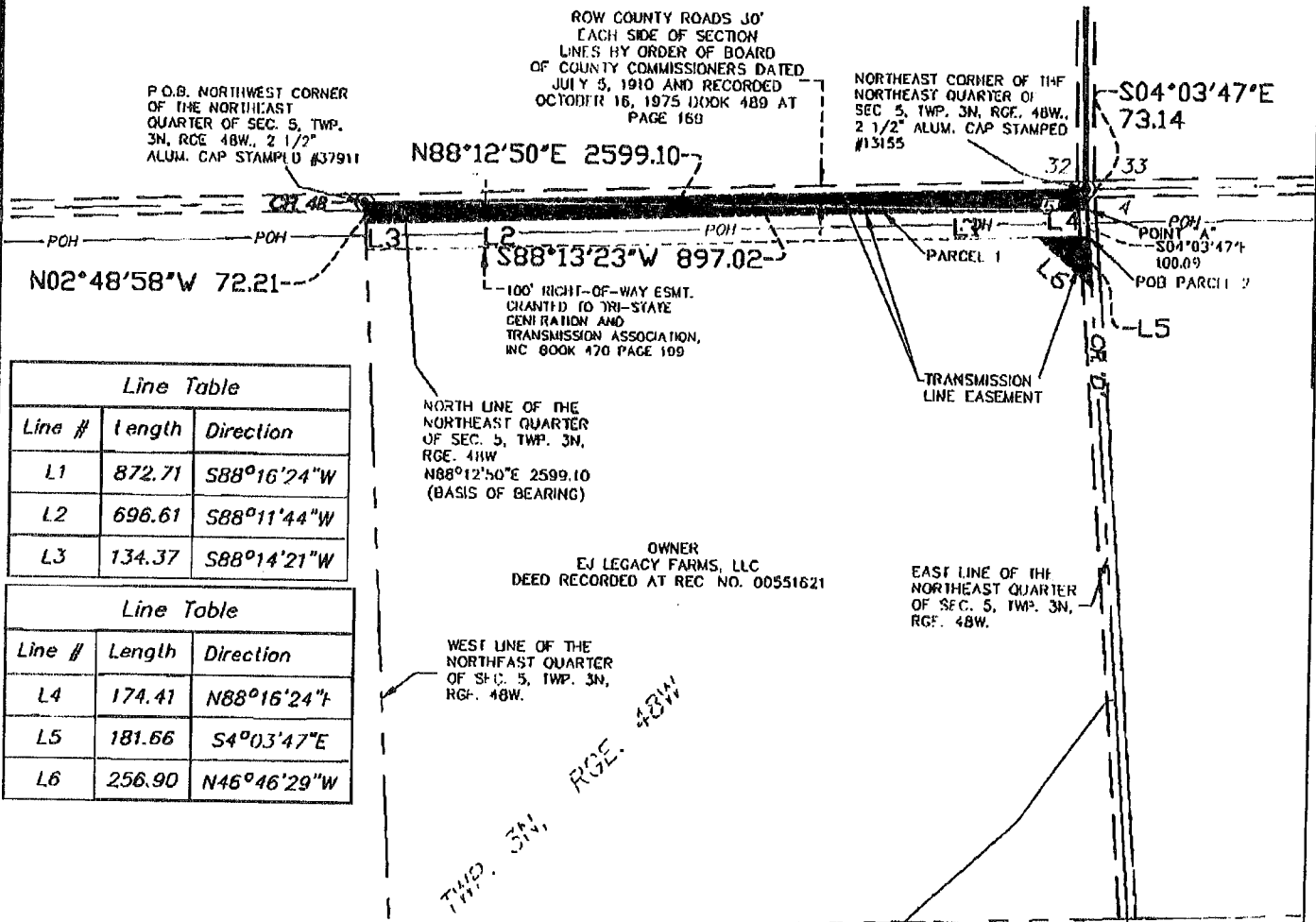
Northeast Quarter of
Section 5, Township 3 North, Range 48
West of the 6th P.M., Yuma County,
State of Colorado

Transmission Line
Easement Description
B.J. Legacy Farms
Property



©2012 Westwood Professional Services, Inc.

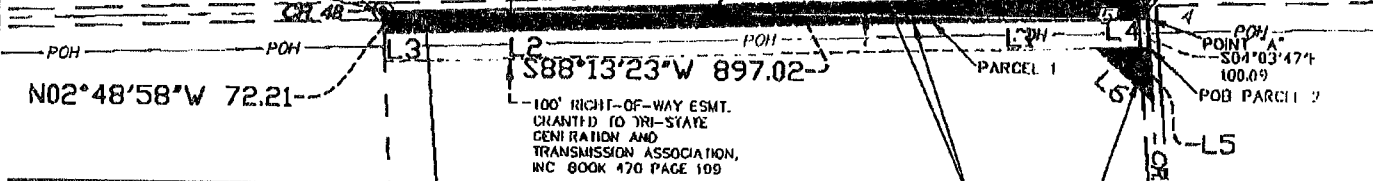
EXHIBIT A



P.O.B. NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 3N, RGE. 48W., 2 1/2\"/>

ROW COUNTY ROADS 30' EACH SIDE OF SECTION LINES BY ORDER OF BOARD OF COUNTY COMMISSIONERS DATED JULY 5, 1910 AND RECORDED OCTOBER 16, 1975 BOOK 489 AT PAGE 169

NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 3N, RGE. 48W., 2 1/2\"/>



Line Table		
Line #	Length	Direction
L1	872.71	S88°16'24\"/>
L2	696.61	S88°11'44\"/>
L3	134.37	S88°14'21\"/>

Line Table		
Line #	Length	Direction
L4	174.41	N88°16'24\"/>
L5	181.66	S4°03'47\"/>
L6	256.90	N46°46'29\"/>

NORTH LINE OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 3N, RGE. 48W. N88°12'50\"/>

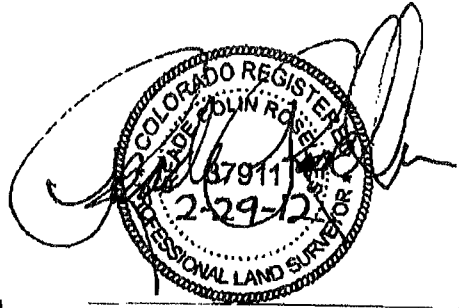
OWNER
 EJ LEGACY FARMS, LLC
 DEED RECORDED AT REC NO. 00551621

WEST LINE OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 3N, RGE. 48W.

EAST LINE OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 3N, RGE. 48W.

TWP. 3N, RGE. 48W.

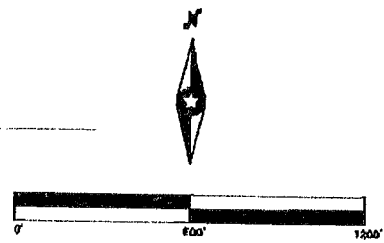
SEC. 5



Rocio Colin Roselles, P.L.S.
 License No. 37911

LEGEND

- ⊙ - MONUMENT AS DESCRIBED
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- POH --- EXISTING TRANSMISSION LINE



Sheet: 2 OF 2
 Date: 2/07/12



Westwood Professional Services, Inc.
 4045 St. Cloud Drive
 Loveland, CO 80538
 PHONE 970-422-2096
 FAX 970-461-4469
 www.westwoodps.com

Northeast Quarter of
 Section 5, Township 3 North, Range 48
 West of the 6th P.M., Yuma County,
 State of Colorado

Transmission Line
 Easement Description
 EJ Legacy Farms
 Property

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY



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

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21461
Issuing Office File Number: 21461
Property Address: Agricultural Land
Revision Number:

1. Commitment Date: February 26, 2026 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy None

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

Fee Simple

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

EJ Legacy Farms, LLC, a Colorado limited liability company

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21461

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

Page 1 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

TOWNSHIP 3 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 23: NE $\frac{1}{4}$;

SUBJECT TO County Road 45 along the North side and County Road G along the East side of said Section 23;

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21461

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

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21461

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 45 at Page 46, Yuma County, Colorado records.

(continued on next page)

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21461

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

Page 1 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided ½ interest in and to all of oil, gas, and other minerals in and under and that may be produced from the NE¼ Section 23, Township 3 North, Range 48 West of the 6th P.M., as conveyed to Webb D. Martin in Mineral Deed dated June 2, 1936, recorded June 15, 1936 in Book 244 at Page 488, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided ½ interest in and to all oil, gas, and other minerals and mineral rights whether metallic or non-metallic in, on or under the NE¼ Section 23, Township 3 North, Range 48 West of the 6th P.M., along with the right of ingress and egress for the purpose of exploring for, operating and removing said minerals, for a period of 10 years and if such oil, gas or other minerals or other minerals or substances are being produced at the end of such term for so long thereafter as the same may continue to be produced in paying quantities, as reserved by Lester Howard Cannon in Warranty Deed dated March 7, 1968, recorded March 8, 1968 in Book 447 at Page 145, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Oil and Gas Lease from Trautman Farms, Inc., lessor, to Kansas-Nebraska Natural Gas Company, Inc., lessee, for a term of 10 years with extension under production covering the NE¼ Section 23, Township 3 North, Range 48 West of the 6th P.M., dated April 29, 1975, recorded June 9, 1975 in Book 495 at Page 267, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
15. Rights of the Public in and to the use of County Road G and County Road 45.
16. Terms and conditions as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined and EJ Legacy Farms, LLC, a Colorado limited liability company, Seller.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 21461

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

Page 2 of 2



46

No. 3803

THE UNITED STATES OF AMERICA.

Certificate No. 7656

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Cassius W. D. Gessell of Gunnison 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 Cassius W. D. Gessell

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

the North East quarter of Section twenty three in Township three North of Range forty eight 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 Cassius W. D. Gessell

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 Cassius W. D. Gessell

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 Cassius W. D. Gessell

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 first day of November, in the year of our Lord one thousand ^{eight} and thirty, and of the Independence of the United States the one hundred and fiftieth.



BY THE PRESIDENT: Benjamin Harrison
By Edwin Macpherson Asst. Secretary.
J. R. Connelley Recorder of the General Land Office.

Recorded, Colorado Vol. 13 Page 471

Filed for Record the 7 day of Dec. A. D. 1882, at 9 o'clock A. M.
R. M. Lamshaw
Recorder

By _____ Deputy.

236784

244- 488
June 15, 1936
1:15 P.M.

21

M. L. Cannon
Po
Webb D. Martin

Mineral Deed \$1.00 O.V. Cons.
Dated June 2nd 1936
Ack'd. June 2, 1936 before John W.
Gardner, N.P. Seal, Yuma County, Colo.
Commission expires Sep. 19, 1937

An undivided $\frac{1}{2}$ interest in and to all of oil, gas and other
minerals in and under and that may be produced from NE $\frac{1}{4}$ of Sec.
23, Twp. 3 N. R. 48 W. Said land now under oil and gas lease
in favor of H. H. Royer.

Filed for record the 8th day of March A.D. 1968 at 10:25 A.M.

No. 377733

S. R. Allison RECORDER

LESTER HOWARD CANNON

BOOK 447 PAGE 145

whose address is Yuma

County of Yuma and State of Colorado for the consideration of Ten Dollars and other good and valuable considerations- DOLLARS, in hand paid, hereby sell(s) and convey(s) to EDWARD R. TRAUTMAN

whose address is Yuma

County of Yuma and State of Colorado, the following real property in the County of Yuma and State of Colorado, to-wit:

Township 3 North, Range 48 West of the 6th P.M. Section 23: NE¼

SUBJECT TO all existing roads and public highways, established easements and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts and any other improvement districts. Provided, further, the Grantor expressly excepts and reserves an undivided 1/2 interest in and to all oil, gas and other minerals and mineral rights whether metallic or non-metallic, now owned by the Grantor, in, on or under said land along with the right of ingress and egress for the purpose of exploring for, operating and removing said minerals. This reservation shall be for a period of 10 years from the 1st day of March, 1968, and if such oil, gas or other minerals and substances are being produced at the end of such term for so long thereafter as the same may continue to be produced in paying quantities.

Included in this conveyance are all water and water rights owned by the Grantor including the right to use underground water under permit No. 11389F issued by the State of Colorado, Division of Water Resources, Office of the State Engineer.

STATE DOCUMENTARY FEE 4 DOLS 00 CTS

with all its appurtenances and warrant(s) the title to the same, subject to:

Signed this 7th day of March 19 68

Lester Howard Cannon

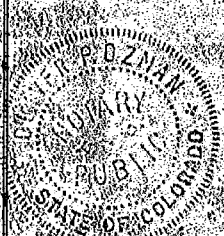
STATE OF COLORADO,

County of Yuma

The foregoing instrument was acknowledged before me this

7th day of March, 19 68

by Lester Howard Cannon



Witness my hand and official seal. My commission expires August 20, 1968

James P. Gorman Notary Public

If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

My commission expires _____ Notary Public.

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

My commission expires _____ Notary Public.

STATE OF COLORADO } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF YUMA }

On this 29th day of April, A. D., 1975, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Edward R. Trautman to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My commission expires 10/9/78 Zella A. Berry Notary Public.

395077

INDEXED No. _____

OIL AND GAS LEASE

FROM

TRAUTMAN FARMS, INC.

TO

KANSAS-NEBRASKA NATURAL GAS CO., INC.

Date _____ 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

STATE OF COLORADO
County of YUMA

This instrument was filed for record on the 9th day of June, 1975

at 11:00 o'clock A.M., and duly recorded in Book 495 Page 267 of the records of this office.

By Margie E. Esterson, Deputy Register of Deeds.
When recorded, return to grantee

THE KANSAS BLUE PRINT CO.
WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

\$4.00

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

My commission expires _____ Notary Public.

0-8-26

*Misc
Merrill Copies*

✓ CE

Oct. 16, 1975 9:00 A.M.
Reception 396400 City & State, Recorder

BOOK 499 PAGE 156

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

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

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

Given under my hand and official seal, this 16th day
 of October A. D. 1975, at 9:00 o'clock A. M.

Margie Eyestone, Deputy
 COUNTY CLERK AND RECORDER

STATE OF COLORADO,
 COUNTY OF YUMA } ss.
 I hereby certify that this instrument was
 for record in my office at 9:00 o'clock
 October 16 1975
 is duly registered in Book 499, Page No. 156A
 of YUMA County

By *Margie Eyestone* Recorder
 Deputy

Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

396-100
ORDER



RECK AGRI
REALTY & AUCTION

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