

VILLINES CRP-DRYLAND AUCTION

February 6, 2025

**ONLINE
ONLY
Auction**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770

DUE DILIGENCE PACKET

Printed: January 7, 2025

VILLINES CRP-DRYLAND AUCTION

Yuma County, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

Thursday, February 6, 2025

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

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT:

Ben Gardiner, Broker Associate or Marc Reck, Broker



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

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Terms & Conditions

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

ONLINE BIDDING PROCEDURE: The VILLINES CRP-DRYLAND AUCTION property will be offered for sale in 2 parcels. BIDDING WILL BE ONLINE ONLY on Thursday, February 6, 2025. Bidding will open @ 8:00 am MT and will "soft close" @ 12:00 noon, MT. Bidding remains open as long as there is continued bidding on either parcel. 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 AGRI MOBILE APP through the Apple App Store or Google Play OR visit reckagri.com and click on the VILLINES CRP-DRYLAND AUCTION property page to register to bid. 2.) Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below. 3.) If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

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

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

SALE TERMS/PROCEDURE: The "VILLINES CRP-DRYLAND AUCTION" is an online only auction with RESERVE. The 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 the Due Diligence Packet and announcements shall be incorporated and made a part of the contract. Sample contract is available within the Due Diligence Packet.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before March 14, 2025. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty and/or Trustee's/Personal Representative's Deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title

commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Possession of the property upon closing.

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

WATER RIGHTS & EQUIPMENT: Together with all water wells and equipment, well permits, all water, water rights, water development rights, tributary and non-tributary groundwater, associated with said water rights, and all domestic/livestock wells; appurtenant to the property, if any.

GROWING CROPS: None.

CRP: Seller to convey all right, title, and interest to the existing CRP contract to the Buyer(s) as successor in interest. Seller to convey 100% of the October 2025 CRP payment to Buyer(s). Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract, and agrees to enter into new CRP contract within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract.

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

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

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

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

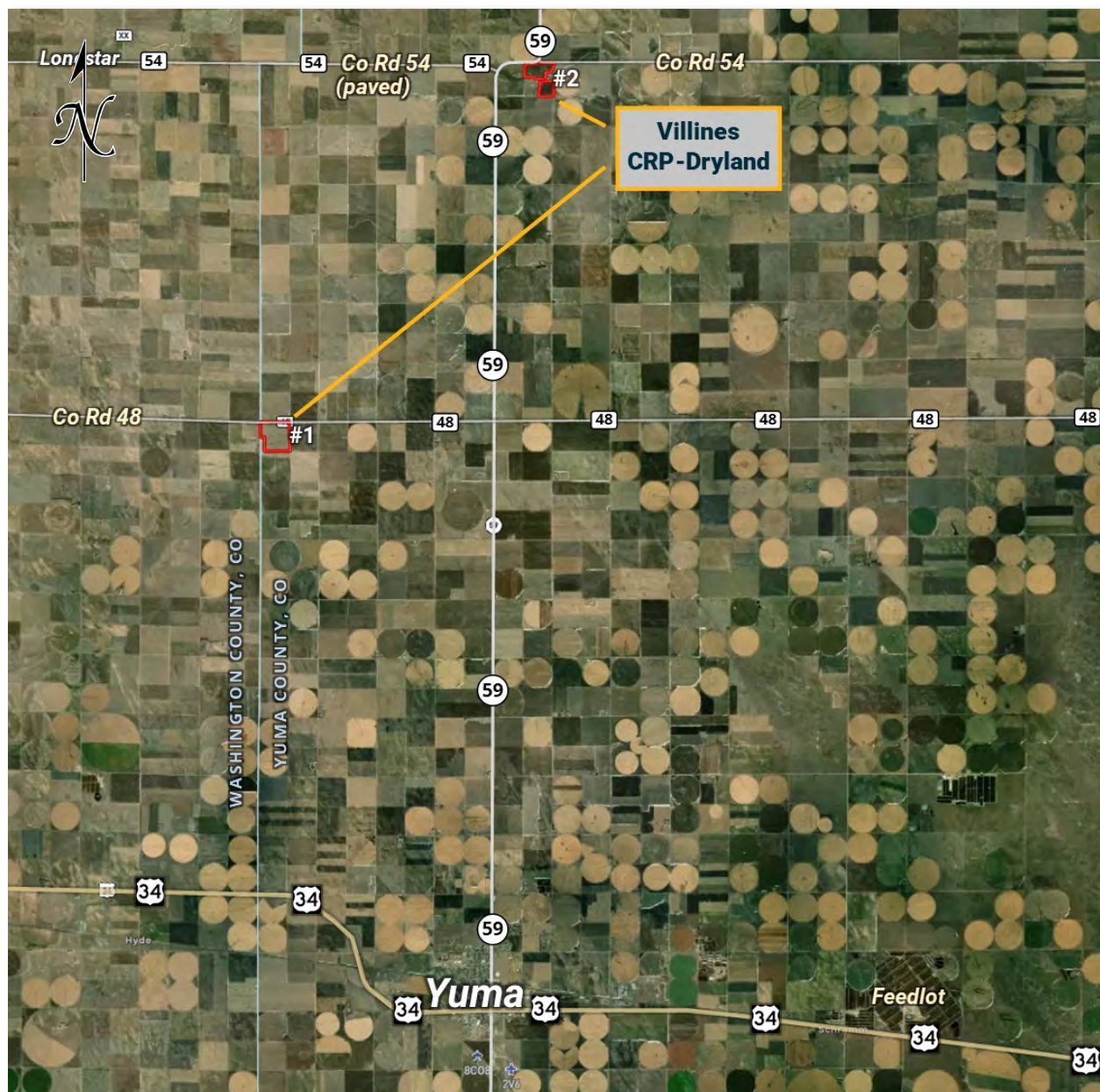
NOXIOUS WEEDS: There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc). The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the initial brochure and Due Diligence Packet are approximate and are obtained from aerial photos from the FSA office. The county tax records 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 brochure and/or published 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. 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 this auction. Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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Location Map



**Parcel
#1**

Parcel Map



Parcel Information



Legal Description:

NW1/4 of Section 6, except a tract, Township 3 North, Range 48 West of the 6th PM, Yuma County, CO.

See Pages 40-84 for legal description, title commitment, and title exceptions.

Acreage:

145.1± Ac CRP

Land Tenure:

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

Taxes:

2023 real estate taxes paid in 2024 were: \$473.10.

FSA Information:

CRP Contract #11827A, 145.14 ac @ \$56.00/ac, \$8,128 annual payment. Contract expires 9/30/2033. See Page 9 for copy of contract.

Comments:

Buyer to receive 100% of the October 2025 CRP payment. Light disking has been approved as management practice—to be completed in 2028 & 2029. See Pages 10-13 for management plan.

Reserve/Starting Bid:

\$180,000.

The reserve/opening bid is set at \$180,000, meaning that the reserve is met once the first bid is placed.



**Parcel
#2**

Parcel Map



Parcel Information



Legal Description:

Portions of NE1/4 of Section 2, Township 4 North, Range 48 West of the 6th PM, Yuma County, CO.

See Pages 85-93 for legal description, title commitment, and title exceptions.

Acreage:

100.6± Ac Dryland

3.9± Ac Grass/Rds

104.5± TOTAL

Land Tenure:

Soils consists primarily of Class II, IV & VI. See Soils Map on Page 14.

Taxes:

2023 real estate taxes paid in 2024 were: \$227.12.

FSA Information:

FSA bases: 54.7 ac corn w/ 135 PLC Yield.

Comments:

All tillable acres currently in cornstalks; possession to Buyer(s) upon closing.

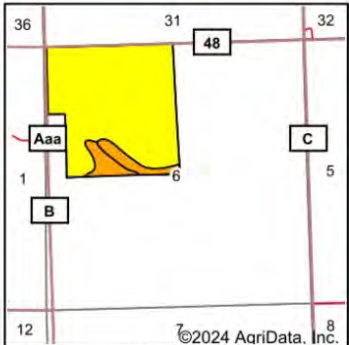
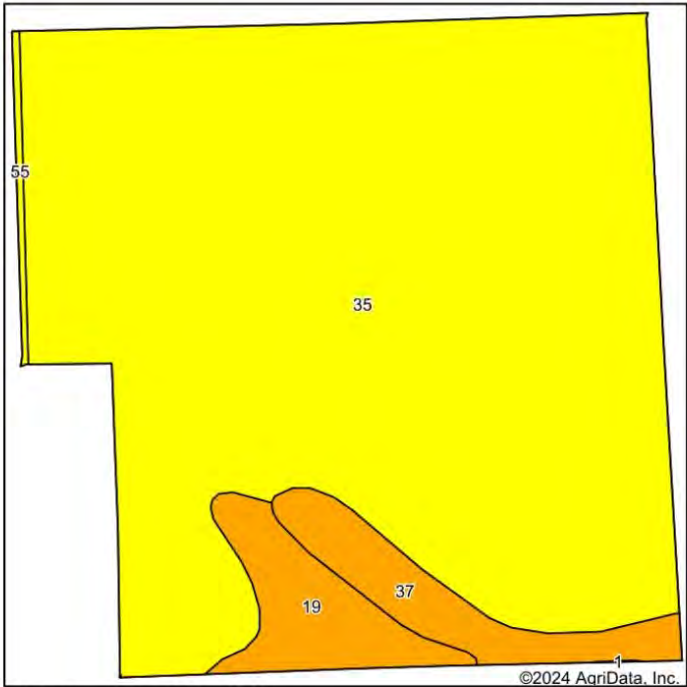
Reserve/Starting Bid:

\$110,000

The reserve/opening bid is set at \$110,000, meaning that the reserve is met once the first bid is placed.



Soils Map



State: **Colorado**
 County: **Yuma**
 Location: **6-3N-48W**
 Township: **Yuma**
 Acres: **145.1**
 Date: **12/31/2024**



Soils data provided by USDA and NRCS.

Area Symbol: CO121, Soil Area Version: 26
 Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
35	Platner loam, 0 to 3 percent slopes	128.97	88.8%		IVs
37	Rago loam, 0 to 3 percent slopes	7.67	5.3%		IIIIs
19	Haxtun sandy loam, 0 to 3 percent slopes	7.63	5.3%		IIIc
55	Platner loam, 0 to 3 percent slopes	0.83	0.6%		IVs
Weighted Average					3.89



CONSERVATION RESERVE PROGRAM CONTRACT	2. SIGN-UP NUMBER 60	
	3. CONTRACT NUMBER 11827A	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) YUMA COUNTY FARM SERVICE AGENCY 247 N CLAY STREET WRAY, CO80758-1320	6. TRACT NUMBER 9521	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2023 TO: (MM-DD-YYYY) 09-30-2033
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (970) 332-3107	8. SIGNUP TYPE: General	

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

9A. Rental Rate Per Acre	\$ 56.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 8,128.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	9521	0001	CP2	145.14	\$ 14,514.00
(Item 9C is applicable only when the first year payment is prorated.)						

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

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
JACK S VILLINES TRUST AMY H BOHM TRUSTEE 420 S BIRCH ST YUMA, CO80759-2422	50.00 %	<i>Amy Bohm</i>	Trustee	02/02/2024
PATRICIA ANN VILLINES ESTATE C/O AMY BOHM 420 S BIRCH ST YUMA, CO80759-2422	50.00 %	<i>Amy Bohm</i>	Personal Representative	02/02/2024
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Jenny Peterson</i>	B. DATE 2/2/2024
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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YUMA COUNTY FSA
WRAY COLORADO

NRCS-CPA-1165

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

© PARTICIPANT Jack S Villines Trust	COUNTY AND STATE Yuma County, CO	PROGRAM AND CONTRACT NUMBER CRP-60	FUND CODE CP2 Existing 50 Pt
LAND UNITS OR LEGAL DESCRIPTION T-9521 #1	WATERSHED Republican River	ACRES 145.14 ac	EXPIRATION DATE 9/30/2033

OBJECTIVE

CP2 - Permanent Native grasses and legumes (50 point). Cover will consist of a mixed stand (minimum of 5 species) of at least 3 native grasses, and at least 1 shrub, forb, or legume, best suited for wildlife in the area. The purpose of this contract is to maintain and/or improve established vegetative cover as required in the CRP contract appendix. Participant shall ensure that adequate, approved vegetative cover is maintained to control erosion and sedimentation, improve water quality, and create or enhance wildlife habitat. Undesirable vegetation, weeds (including noxious weeds), insects, rodents, etc., that pose a threat to existing cover or adversely impact other landowners in the area, will be controlled; consistent with law. CRP acres require maintenance for weed control and stand sustainability during the contract. Conservation Practices 327- Conservation Cover, 472 - Access Control, and 645 - Upland Wildlife Habitat Management must be implemented annually for the term of the contract. All planning, application, and operation and maintenance, will be consistent with the respective practice Standard planning criteria, job sheets, and/or implementation requirement worksheets. All supporting documents are an addendum to this conservation plan. CRP acres require a contract management activity (separate from maintenance) to be completed by the 6th year of a 10 year contract, or by the 9th year of a 15 year contract. Contract management activities g and will be planned using conservation practice 647 Early Successional Habitat Development/Management. Contract management will not be completed until vegetative stand is considered established. Refer to CRP Planning and Contract Management Guidance for contract management activities, worksheet, and limitations for use. Management activities are site specific and will comply with respective FSA-CP practice agreement (i.e. SAFE) when applicable. The selected contract management activity(ies) must be denoted on the conservation plan of operations and approved by the FSA prior to implementation. Changes in contract activities must go through an approval process before being implemented. Contract management activities cannot be completed during the primary nesting season, March 15 to July 15.

10

Contract Item 1

Conservation Cover (327)

CRP Re-enrollment - Maintain existing permanent conservation cover to meet the planned CRP objectives.

T-9521 #1

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount (ac)	Unit Cost (\$)	NC	Cost (\$) Share Rate/ Method	Completion Schedule and Estimated Cost (\$) Share or Payment by Fiscal Year													
						2024	2025	2026	2027	2028	2029	2030	2031	2032	2033				
1	Conservation Cover (327)	145.14	NC	NC	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	145.14 ac	\$	\$	\$
		145.14			\$0.00														
		145.14			\$0.00														
		145.14			\$0.00														

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FEB 05 2024
YUMA COUNTY FSA
WRAY COLORADO

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PARTICIPANT Jack S Villines Trust		COUNTY AND STATE Yuma County, CO		PROGRAM AND CONTRACT NUMBER CRP-60		FUND CODE CP2 Existing 50 Pt	
LAND UNITS OR LEGAL DESCRIPTION T-9521 #1				WATERSHED Republican River		EXPIRATION DATE 9/30/2033	
ACRES 145.14							

Contract Item 2 Access Control (472)
Temporary Exclusion - Exclude animals, people, vehicles, and/or equipment to achieve and maintain desired resource conditions.

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount (ac)	Unit Cost (\$)	Cost (\$) Share Rate/ Method	Completion Schedule and Estimated Cost (\$) Share or Payment by Fiscal Year									
					2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2	Access Control (472)	145.14	NC	NC	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac

Contract Item 3 Upland Wildlife Habitat Management (645)
Upland Wildlife Habitat Management; Low - Enable movement and / or provide food and cover to sustain wildlife that inhabit uplands. Application of this practice will meet wildlife habitat planning criteria (habitat evaluation score of at least 0.5).

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount (ac)	Unit Cost (\$)	Cost (\$) Share Rate/ Method	Completion Schedule and Estimated Cost (\$) Share or Payment by Fiscal Year									
					2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
3	Upland Wildlife Habitat Management (645)	145.14	NC	NC	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac	\$ 145.14 ac

Contract Item 4 Early Successional Habitat Management (647)
CRP Re-enrollment - Maintain the existing early successional habitat to meet planned CRP objectives.

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount (ac)	Unit Cost (\$)	Rate/ Method	Completion Schedule and Estimated Cost (\$) Share or Payment by Fiscal Year									
					2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
4	Early Successional Habitat Contract Management - Light Disking - Single Application Non Cost Share	145.14	NC	\$0 NC	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
									72.57					

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS
NRCS-CPA-1155

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	COUNTY AND STATE Yuma County, CO	PROGRAM AND CONTRACT NUMBER CRP-60	FUND CODE CP2 Existing 50 Pt
PARTICIPANT Jack S Villines Trust	LAND UNITS OR LEGAL DESCRIPTION T-9521 #1	WATERSHED Republican River	ACRES 145.14
		EXPIRATION DATE 9/30/2033	

Total Cost (\$)-Share or Payment by Fiscal Year											
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Contract Payment
Amount (\$)	0	0	0	0	0	0	0	0	0	0	0

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no Cost (\$) to the government.
 C. All Cost (\$) share rates are based on average Cost (\$) (AC) with the following exceptions:
 AA = Actual Cost (\$)'s not to exceed average Cost (\$). FR = Flat rate. PR = Payment rate. NC = Non Cost (\$)-shared. AM = Actual Cost (\$) not to exceed the specified
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Mod for name change

Certification of Participants			
Signature	Date	Signature	Date
Jack S Villines Trust <i>Jack S Villines</i>	02/02/2024	Patricia Villines Estate <i>Patricia Villines</i>	02/02/2024

Signatures of Reviewing Officials	
NRCS - Technical Adequacy Certification Signature	Approved by Conservation District Representative Yuma County CD Date: 2/12/24
Date	2/12/24

Farm Service Agency Signature	<i>Jenny P. [Signature]</i>
Date	2/12/2024

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FEB 05 2024

YUMA COUNTY FSA
WRAY COLORADO

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the

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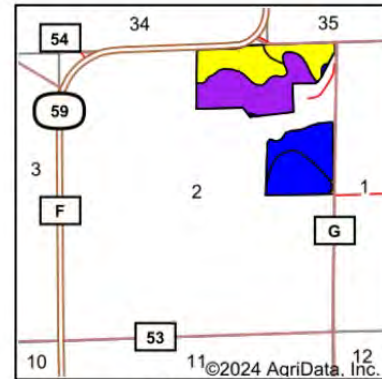
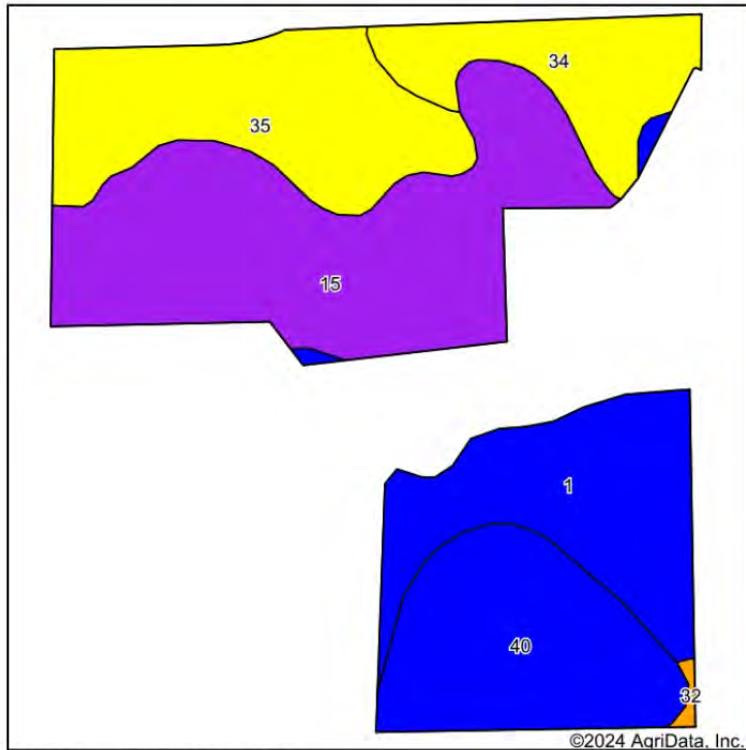
USDA Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW.
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

Soils Map



Soils Map



State: **Colorado**
 County: **Yuma**
 Location: **2-4N-48W**
 Township: **Yuma**
 Acres: **100.6**
 Date: **12/31/2024**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

©2024 AgriData, Inc.

Area Symbol: CO125, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu
15	Eckley gravelly sandy loam, 3 to 7 percent slopes	33.61	33.5%		Vle	
35	Platner loam, 0 to 3 percent slopes	19.75	19.6%		IVs	
1	Albinas loam	18.25	18.1%		Ilw	
40	Richfield silt loam, 0 to 2 percent slopes	18.04	17.9%		Ilc	
34	Platner sandy loam, 3 to 5 percent slopes	10.62	10.6%		IVe	
32	Paoli sandy loam	0.33	0.3%		IIIe	20
Weighted Average					3.94	0.1

Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-8-24) (Mandatory 8-24)

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

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

Date: _____

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

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

53 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
54 applicable legal instrument.

55 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
56 at Closing (~~Leased Items~~):

57
58
59
60
61 Buyer ~~Will~~ ~~Will Not~~ assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
62 under §10.6. (~~Leased Items Documents~~) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
63 receive such approval this Contract terminates.

64
65 **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
66 of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity
67 (~~Solar Power Plan~~) that will remain in effect after Closing. Buyer ~~Will~~ ~~Will Not~~ assume Seller's obligations under such Solar
68 Power Plan subject to Buyer's review under §10.6. (~~Solar Power Plan~~) and Buyer's receipt of written approval by the third party
69 before Closing. If Buyer does not receive such approval this Contract terminates.

70
71 **2.6. Exclusions.** The following items are excluded (Exclusions):

72
73
74

75 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

76 **2.7.1. Deeded Water Rights.** The following legally described water rights:

77
78
79

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

80
81 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
82 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

83
84
85
86
87

88 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
89 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
90 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
91 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
92 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
93 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

94 _____.

95 **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

96
97
98

99 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
100 conveyed as part of the Purchase Price as follows:

101
102
103

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

106 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (~~Other Rights Relating to Water~~),
107 § 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
108 executing the applicable legal instrument at Closing.

109 **2.7.7. Water Rights Review.** ~~Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory~~
110 ~~to Buyer on or before the Water Rights Examination Deadline.~~

111 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

112
113
114
115

116 **3. DATES, DEADLINES AND APPLICABILITY.**
117 **3.1. Dates and Deadlines.**

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

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

118 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
119 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
120 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
121 “None”, such provision means that “None” applies.

122 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
123 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 deposit must be tendered, by Buyer, with this Contract ~~unless the parties mutually agree~~
146 ~~to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the~~
147 ~~company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to~~
148 ~~have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado~~

149 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
150 Money Holder 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 return 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 electronic transfer funds, certified
170 check, savings and loan teller's check and cashier's check (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, other requirements and restrictions on sellers
201 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
202 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
203 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
321 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
322 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
323 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
324 7.3.5., collectively, Financial Documents);

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

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

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

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

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

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

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

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

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

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

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

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 ILC or New Survey~~ governed under § 9 (New
388 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
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.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO
399 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
400 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
401 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
402 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
403 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
404 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
405 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
406 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
407 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.

408 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing or
409 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
410 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
411 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
412 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
413 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
414 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
415 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
416 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
417 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
419 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
420 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
421 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
422 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
423 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
424 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
425 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 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
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the

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

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

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

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

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

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

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

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

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

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

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

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

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

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479 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
480 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
481 **ILC or New Survey Deadline.**

482 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
483 all those who are to receive the New ILC or New Survey.

484 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
485 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
486 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
487 Seller incurring any cost for the same.

488 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
489 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
490 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

491 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

492 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
493 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

494 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
495 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
496 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
497 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
498 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

543 **10.6. Due Diligence.**

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

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

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

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

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

~~10.6.1.5. **Septic Use Permit.**~~

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

~~10.6.1.6.1. All contracts relating to the operation, maintenance and management of the Property;~~

~~10.6.1.6.2. Property tax bills for the last _____ years;~~

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

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

~~10.6.1.6.5. Operating statements for the past _____ years;~~

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

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

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

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

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

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

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

~~10.6.1.6.13. Other:~~

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

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

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

~~10.6.2.3. **Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).~~

608 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
609 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
610 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due
611 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
612 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
613 Diligence Document.

614 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
615 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
616 the Property, in Buyer's sole subjective discretion.

617 **10.6.4. Due Diligence — Environmental.** Buyer has the right to obtain environmental inspections of the Property
618 including a Phase I Environmental Site Assessment. **Seller** **Buyer** will order or provide a current Phase I Environmental
619 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site
620 Assessments) and/or _____, at the expense of **Seller** **Buyer**
621 (Environmental Inspection).

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

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

631 **10.6.5. Due Diligence — ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
632 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
633 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,
634 if any.

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

637 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
638 owned by Buyer and commonly known as _____, —Buyer has
639 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
640 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
641 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
642 provision.

643 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
644 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
645 the Property. **There is No Well.** Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit.
646 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
647 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
648 **DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

649 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
650 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
651 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
652 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
653 or delayed.

654 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

655 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

656 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

657 11. TENANT ESTOPPEL STATEMENTS.

658 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
659 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
660 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
661 attached to a copy of the Lease stating:

662 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

663 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
664 amendments;

665 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

666 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
667 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~
668 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
669 ~~demising the premises it describes.~~
670 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~
671 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
672 ~~required in §11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

673 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before Estoppel~~
674 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
675 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~
676 ~~waive any unsatisfactory Estoppel Statement.~~

677

CLOSING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

718 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
719 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by Buyer Seller One-Half by
720 Buyer and One-Half by Seller N/A.

721 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
722 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

723 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
724 Buyer and One-Half by Seller N/A.

725 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
726 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

727 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
728 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
729 One-Half by Buyer and One-Half by Seller N/A.

730 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
731 \$ _____ for:

732 Water District/Municipality Water Stock
733 Augmentation Membership Small Domestic Water Company _____

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

735 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
736 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

737 **15.9. FIRPTA and Colorado Withholding.**

738 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
739 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
740 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ~~is~~ a foreign
741 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
742 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
743 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
744 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
745 if an exemption exists.

746 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
747 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
748 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
749 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
750 tax advisor to determine if withholding applies or if an exemption exists.

751 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Exhibit A**

752 **16.1. Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

753 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
754 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
755 and Most Recent Assessed Valuation; Other _____;

756 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
757 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
758 writing of such transfer and of the transferee's name and address.

759 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

760 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

761 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
762 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
763 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
764 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
765 Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer
766 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
767 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
768 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
769 regular assessments and _____. Association Assessments are subject to change as provided in the
770 Governing Documents.

771 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time,
772 subject to the Leases as set forth in § 10.6.1.1 As stated in Villines CRP-Dryland Auction Due Diligence Packet Printed

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

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

777

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

871 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

919

ADDITIONAL PROVISIONS AND ATTACHMENTS

920 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
921 Commission.)

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932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

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937
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940
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942

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

943

SIGNATURES

944

945

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: _____

946 [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: _____

947

948

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:

949

EXHIBIT A

- 30-1.) Buyer(s) is the high bidder for the Property identified herein at the *Villines CRP-Dryland Auction* conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and ended February 6, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the *Villines CRP-Dryland Auction Due Diligence Packet Printed January 7, 2025* (hereinafter "DDP"), the Title Commitment and all supplements and additions thereto, and other announcements at the Auction by the Auction Broker. Upon the auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, 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) has acknowledged receipt and review of DDP, and understood and agreed to all printed statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the DDP. Buyer(s), relying solely on his/her own due diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepts the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.
- 30-4.) 1031 EXCHANGE - BUYER NOTIFICATION: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.
- 30-5.) 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:

Buyer's Brokerage Firm:

Buyer's Signature

Date

Broker's Signature

Date

Buyer's Signature

Date

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 Commi

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: 20973
Issuing Office File Number: 20973
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** December 23, 2024 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy None

Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy

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

Fee Simple

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

Jack S. Villines Trust, a Revocable Living Trust, dated October 30, 1997 and Estate of Patricia Villines, deceased

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	\$39.00
TOTAL	\$554.00

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

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File No. 20973

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 6: NW $\frac{1}{4}$;

EXCEPT a tract in the NW $\frac{1}{4}$ of said Section 6, beginning at the Southwest corner of said NW $\frac{1}{4}$ Section 6;
thence North 77 rods to a point;
thence East 22 rods;
thence South 77 rods;
thence West 22 rods to the point of beginning, as conveyed to Andrew Smith in Warranty Deed dated September 5, 2003, recorded September 8, 2003 as Reception #513851, Yuma County, Colorado records;

SUBJECT TO County Road 48 along the North side and County Road AAA along the West side of said Section 6;

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

Page 2 of 2 ©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20973

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 150, Yuma County, Colorado records.

(continued on next page)

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

Page 1 of 3

©



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. An undivided one-half interest in and to all oil, gas, and other minerals in and under and that be produced from Lots 3, 4, and 5, and the SE¼NW¼ Section 6, Township 3 North, Range 48 West of the 6th P.M., as conveyed to Edward G. Skeeters in Mineral Deed dated June 18, 1952, recorded July 2, 1952 in Book 333 at Page 136, 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. A 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 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, located upon Lots 3 and 4, Section 6, Township 3 North, Range 48 West of the 6th P.M., and the right of ingress and egress across said property for any purpose necessary in connection with the same, as granted to Tri-State Generation and Transmission Association, Inc. in instrument dated October 12, 1971, recorded December 21, 1971 in Book 470 at Page 197, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. Right of Way, whether in fee or easement only, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipeline for the transportation of liquids and/or gases, and further the right to construct, maintain, operate, repair or remove an underground communication system and equipment and apparatus therefore to be used in connection with any pipeline hereafter, together with the right of unimpaired access to said pipeline and right of ingress and egress on, over and through the NW¼ Section 6, Township 3 North, Range 48 West of the 6th P.M., as granted to Arapahoe Pipe Line Company in instrument dated August 9, 1954, recorded September 18, 1954 in Book 343 at Page 179, Yuma County, Colorado records, and any assignment thereof or interest therein.
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 48 and County Road AAA.
16. Right of Way, whether in fee or easement only, to construct, install, operate, maintain, replace, repair, and remove such commercial communication system with appurtenances, upon, over, under, through and across the NW¼ Section 6, Township 3 North, Range 48 West of the 6th P.M., as granted to Williams Telecommunications Company in instrument dated June 18, 1986, recorded September 18, 1986 in Book 638 at Page 339, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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

Page 2 of 3

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

17. An 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 a tract in the NW¼ Section 6, 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 4, 2012, recorded June 13, 2012 as Reception #00553563 Yuma County, Colorado records, and any assignment thereof or interest therein.
18. Terms and conditions as set forth in Easement and Right-of-Way Agreement between Amy M. Bohm, Trustee of the Jack S. Villines Trust and Patricia A Villines, Grantors, and ONEOK Elke Creek Pipeline, L.L.C., Grantee, dated July 7, 2018, recorded November 7, 2018 as Reception #00574291, Yuma County, Colorado records, and any assignment thereof or interest therein.
19. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and the Jack S. Villines Trust, a Revocable Living Trust, dated October 30, 1997, and the Estate of Patricia Villines, deceased, Sellers.

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

Page 3 of 3

©



THE UNITED STATES OF AMERICA.

Certificate No. _____

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Elmer M. Daniel

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado whereby it appears that full payment has been made by the said Elmer M. Daniel

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 Northwest quarter of Section Six in Township Three north of Range forty-eight west of the first Principal Meridian, Colorado, containing one hundred sixty-two and ten hundredths 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 Elmer M. Daniel

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 Elmer M. Daniel

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 Elmer M. Daniel

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, William H. Taft President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty-fourth day of May, in the year of our Lord one thousand nine hundred and nine, and of the Independence of the United States the one hundred and thirty-third

BY THE PRESIDENT: W. H. Taft
By W. H. Taft Secretary.



Patrol Number 64028
Recorded, Colorado Vol. _____ Page _____
By W. H. Taft Recorder of the General Land Office.

Filed for Record the 30th day of Dec A. D. 1929, at 8⁰⁰ o'clock A M.
By John F. Abbott Deputy.

MINERAL DEED

Know All Men by These Presents, That Peter Trautman and Louisa Trautman

of Yuma, Colorado hereinafter called Grantor (whether one or more)

for and in consideration of the sum of Five Dollars and other valuable considerations Dollars (\$ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto

Edward G. Skaters of 511 G. A. Johnson Building, Denver, Colo.

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

Lots Three (3), Four (4), and Five (5), and SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SE $\frac{1}{4}$ Section Six (6) in Township Three (3) North of Range Forty-eight (48) West of the 6th. P. M.

Recorded JUL 2 1952 at 8:00 O'Clock A. M.

Exception 315721 JOHN ADCOCK, Receiver

containing 322.10 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

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

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

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

WITNESS our hands his 18th day of June 1952.

Peter Trautman
Louisa Trautman



(COLORADO-GENERAL FORM)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

(MONTANA INDIVIDUAL ACKNOWLEDGMENT)

BOOK 333 PAGE 187

STATE OF ... COUNTY OF ... On this ... day of ... 19... before me ... a notary public, personally appeared ... known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. Witness my hand and official seal. My Commission Expires ... Notary Public within and for the State of ... Residing at ...

WYOMING—SINGLE FORM

STATE OF ... COUNTY OF ... On this ... day of ... 19... before me personally appeared ... known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. Given under my hand and seal this ... day of ... 19... My commission expires: ... Notary Public

(WYOMING—CORPORATION FORM)

STATE OF ... COUNTY OF ... On this ... day of ... 19... before me appeared ... to me personally known, who, being by me duly sworn, did say that he is the ... President of ... and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said ... acknowledged said instrument to be the free act and deed of said corporation. Given under my hand and seal this ... day of ... 19... My commission expires: ... Notary Public

(FOR HUSBAND AND WIFE)

STATE OF Colorado COUNTY OF Yuma On this 18th day of June 1952 before me personally appeared Peter Trautman and Louise Trautman to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that ... executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument. Given under my hand and seal this 18th day of June 1952 My commission expires: July 2nd 1953 [Signature]

MINERAL DEED FROM ... TO ... STATE OF ... County of ... This instrument was filed for record on the ... day of ... at ... o'clock ... and duly recorded in Book ... of the records of this office. By ... County Clerk - Registrar of Deeds EDWARD G. SKILDERS 311 C. W. BRUNSON BUILDING DENVER 2, COLORADO

*W copy
in vault*

323455

Book 343, 179
Sept. 2, 1954
11:00 A. M.

Recorded

man

man

to

R I G H T O F W A Y . \$ 195.00

Dated Aug. 9, 1954.

Ack'd Aug. 9, 1954, before
Leo E. Fitzgerald, N. P.
Yuma County, Colo. Seal.
Com. expires Feb. 3, 1957.

to
ARAPAHOE PIPE LINE COMPANY,
Incorporation.

by grant unto Arapahoe Pipe Line Company, a Delaware Corp., hereafter
its successors and assigns, the right to lay, maintain, inspect,
ect, repair, replace and remove a pipe line for the transportation
and/or gases, and further the right to construct, maintain, operate,
air and remove an underground communication system and equipment and
apparatus therefor, to be used in connection with any pipe line hereafter
constructed by said Grantee on, over and through the following described
land of which grantors warrant they are the owners in fee simple, situa-
ed in Yuma County, State of Colorado, to-wit:—

SE $\frac{1}{4}$ Sec. 6, Tp. 3 N., R. 48 W.

the right of unimpaired access to said pipe line and the right of
gress on, over and through said land for any and all purposes necess-

to the exercise by said grantee of the rights granted hereunder, and waiving all rights under and by virtue of the homestead exemption of said State.

Grantors have the right to fully use and enjoy the said premises as the necessary for the purpose herein granted to the said grantee. Grantors shall not, nor shall they permit, create or construct, any obstruction, engineering works or structures over said pipe line or lines, nor permit same to be done by others. In consideration of the above consideration, grantee agrees to pay any damages which may be done to crops, buildings, drain tile, fences and timber, by reason of grantees

for lines constructed by grantee across lands under cultivation. The depth of the construction thereof, beburied to such depth as will not interfere with such cultivation, except that at option of Grantee in may be placed in the bed of any stream, ravine, ditch or other watercourse.

In consideration of the consideration hereinabove set forth Grantors hereby grant unto the said grantee the right at any time or times to construct and operate an additional pipe line alongside of said first pipe line on, over and through said land. Grantee agrees to pay Grantors for each additional pipe line so placed the sum of 50.00 Dollars. on or before the time Grantee commences to construct the same on the land hereinabove described. Said additional line or lines to have the same rights, privileges and conditions as the original line.

Grantors reserve the right to change the size of its pipes, the damages, if any, to be paid by the said Grantee.

That any payment hereunder may be made direct to said grantors or by depositing such payment to the credit of said grantors or in the Farmers State Bank of

Colo., and payment so made shall be deemed and considered as payment to said grantors.

The interest herein granted may be assigned in whole or in part.

The conditions and provisions hereof shall extend to and be binding upon the grantors, administrators, personal representatives, successors and assigns of the parties hereto.

55¢ reveue one witness.

19
95

and
his
W.

Reception 385600

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

No. 55

KNOW ALL MEN BY THESE PRESENTS:

1. That we the undersigned (whether one or more) Peter Trautman & Louis Trautman

(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, Lot 3 & Lot 4, Section 6, T. 3N, 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 Grantee 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 encumbrances and liens of whatsoever character except those held by the following persons:

None Peter Trautman
Louise Trautman

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 Meadows 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.

14 Poles or Anchors @ \$35.00	\$ 490.00
Poles or Anchors @	\$
Poles or Anchors @	\$
For Overhang Only	\$
Total Payment	\$ 490.00

IN WITNESS WHEREOF, the undersigned have set their hands this 12 day of October, 1971

Peter Trautman
Louise Trautman

STATE OF Colorado) ss.
COUNTY OF Washington

I, Notary Public, do hereby certify that on this October 12 day of October, 1971, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, came Peter Trautman and Louise Trautman 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

Book 499, 156
Rec. #396400

Oct. 16, 1975
9:00 AM

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 on 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 my 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 Township 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.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy 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 found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone

EXHIBIT "A"

Tract N 4422

Whenever it becomes necessary for Williams, or its agent or contractor to cross a fence, at all times a proper enclosure to turn cattle will be maintained and said fence will be restored as promptly as practicable to as good condition as it was prior to the crossing.

Ingress and egress shall be restricted to the right of way hereby granted and existing roads during construction unless additional prior written permission is obtained from the landowner.

No above-ground appurtenances (other than location markers placed at fences and/or property boundaries) shall be constructed in the easement areas.



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, permit the attachment of wires of others, 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.

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 unreasonably 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 easement conveyed herein is situated, 2) Grantor has full authority to grant this easement, 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, or adjacent thereto, 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.

10. **INDEMNIFICATION.** Grantee shall indemnify, defend and hold harmless Grantor from any liability resulting from gross negligent acts or omissions of Grantee or its agents, licensees, invitees, contractors, or lessees while on the Transmission Line Easement Area. Regardless, Grantor assumes full responsibility for the risk of injuries or damages to persons or property arising as the result of or in connection with use by Grantor or other third parties of the Transmission Line Easement Area.

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 4 2012.

GRANTOR: Jack S. Villines
Printed Name: Jack S. Villines

GRANTOR: Patricia A. Villines
Printed Name: Patricia A. Villines

Address: P.O. Box 187 (5128 Old Post Road)
Yuma, Colorado 80759

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF Yuma)

ss:

The foregoing instrument was acknowledged before me on May 4, 2012,
by Jack S. Villines, as Grantor.

BURTON C. NOREM
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 5-20-2015

[Signature]
Notary Public

My commission expires: May 20, 2015

STATE OF COLORADO)
COUNTY OF Yuma)

ss:

The foregoing instrument was acknowledged before me on May 4, 2012,
by Patricia A. Villines, as Grantor.

BURTON C. NOREM
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 5-20-2015

[Signature]
Notary Public

My commission expires: May 20, 2015



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 00550875, IN THE YUMA COUNTY RECORDER'S OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, YUMA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 TO HAVE AN ASSUMED BEARING OF NORTH 88° 03' 53" EAST (WEST END BEING MARKED BY A 2" ALUMINUM CAP STAMPED LS 26964 AND EAST END OF SAID LINE BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 37911); ESTABLISHED WITH GPS OBSERVATIONS AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 88° 03' 53" EAST, A DISTANCE OF 2,586.06 FEET THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6;
THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 02° 06' 21" EAST, A DISTANCE OF 63.80 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 197 IN THE RECORDS OF YUMA COUNTY, THENCE ALONG SAID NORTHERLY TRANSMISSION EASEMENT LINE, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 88° 13' 06" WEST, A DISTANCE OF 1,132.19 FEET;
2. SOUTH 88° 18' 51" WEST, A DISTANCE OF 754.68 FEET;
3. SOUTH 88° 03' 36" WEST, A DISTANCE OF 699.48 FEET;

THENCE DEPARTING SAID NORTHERLY TRANSMISSION EASEMENT LINE, NORTH 01° 59' 40" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 57.53 FEET TO THE POINT OF BEGINNING.

EASEMENT AREA = 76,935 SQ. FT. / 1.77 ACRES (NET); 155,347 SQ. FT. / 3.57 ACRES (GROSS), MORE OR LESS.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



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

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



Westwood Professional Services, Inc.
4045 E1, Cloud Drive
Loveland, CO 80538
PHONE 970-422-2005
FAX 970-441-4400
www.westwoodps.com

Northwest Quarter of
Section 6, Township 3 North, Range 48
West of the 6th P.M., Yuma County,
State of Colorado
59

Transmission Line
Easement Description
Jack E. Villines
Patricia A. Villines
Property



©2012 Westwood Professional Services, Inc.

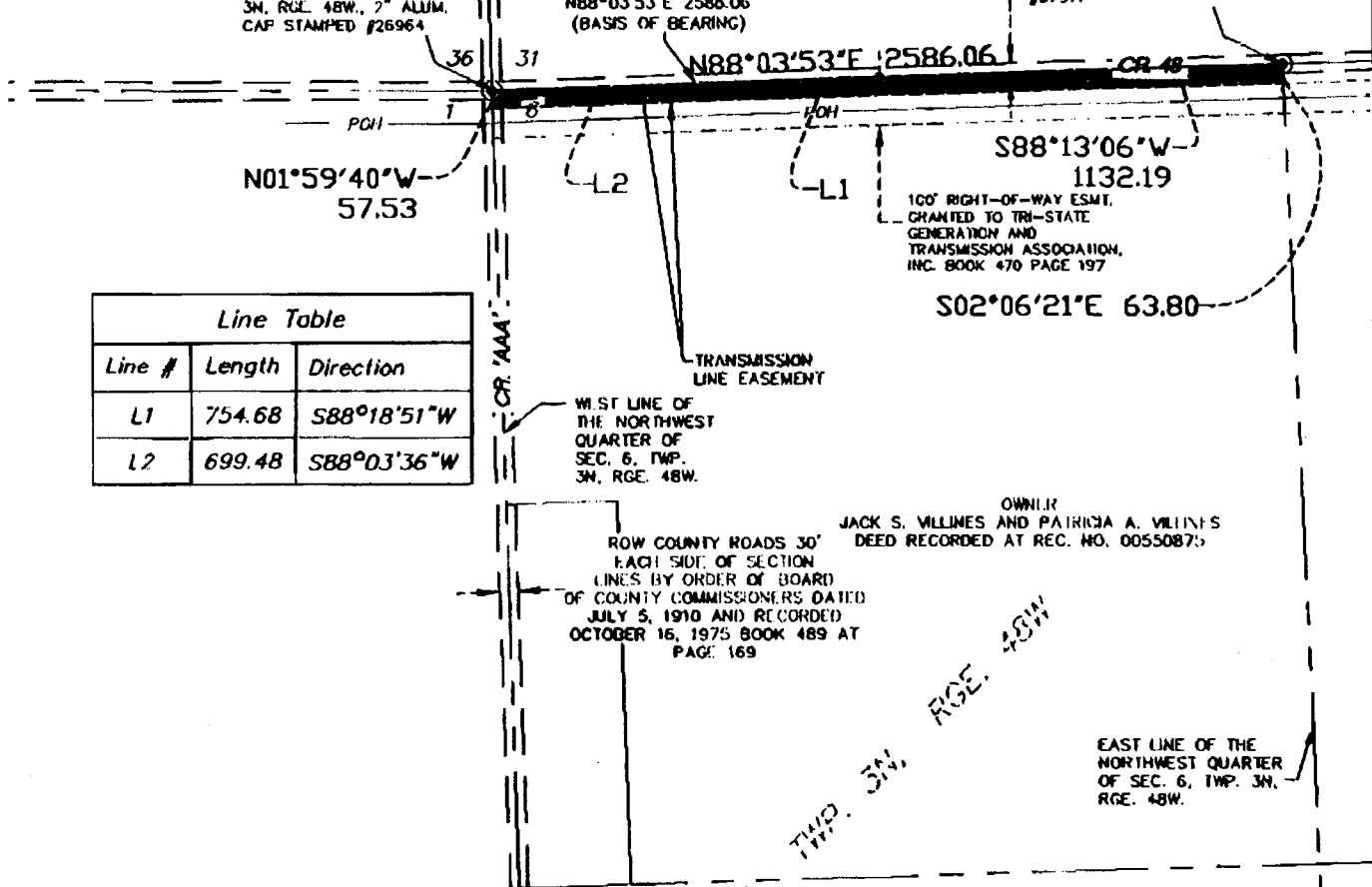
EXHIBIT A

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

NORTH LINE OF THE
 NORTHEAST QUARTER
 OF SEC. 6, TWP. 3N,
 RGE. 48W.
 N88°03'53"E 2586.06
 (BASIS OF BEARING)

NORTHEAST CORNER OF THE
 NORTHWEST QUARTER OF
 SEC. 6, TWP. 3N, RGE. 48W.,
 2 1/2" ALUM. CAP STAMPED
 #37911

P.O.B. NORTHWEST CORNER
 OF 1/4 NORTHWEST
 QUARTER OF SEC. 6, TWP.
 3N, RGE. 48W., 7" ALUM.
 CAP STAMPED #26964



Line Table		
Line #	Length	Direction
L1	754.68	S88°18'51"W
L2	699.48	S88°03'36"W

WEST LINE OF
 THE NORTHWEST
 QUARTER OF
 SEC. 6, TWP.
 3N, RGE. 48W.

100' RIGHT-OF-WAY ESMT.
 GRANTED TO TRI-STATE
 GENERATION AND
 TRANSMISSION ASSOCIATION,
 INC. BOOK 470 PAGE 197

S02°06'21"E 63.80

OWNERS
 JACK S. VILLINES AND PATRICIA A. VILLINES
 DEED RECORDED AT REC. NO. 00550875

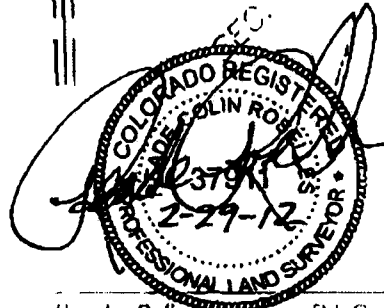
ROW COUNTY ROADS 30'
 EACH SIDE OF SECTION
 LINES BY ORDER OF BOARD
 OF COUNTY COMMISSIONERS DATED
 JULY 5, 1910 AND RECORDED
 OCTOBER 16, 1975 BOOK 489 AT
 PAGE 169

EAST LINE OF THE
 NORTHWEST QUARTER
 OF SEC. 6, TWP. 3N,
 RGE. 48W.

LEGEND

- ⊙ MONUMENT AS DESCRIBED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

--- PDH --- EXISTING TRANSMISSION LINE



Reade Colin Ross, P.L.S.
 License No. 37911



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

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

Transmission Line
 Easement Description
 Jack S. Villines
 Patricia A. Villines
 Property



Westwood Professional Services, Inc.
 4045 Bl. Cloud Drive
 Loveland, CO 80538

PHONE 970-422-2025
 FAX 970-461-4480

www.westwoodps.com

Westwood



TRACT No.: COYU.RV2B.0855.01

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this “**Agreement**”) is made, dated and effective as of this 7 day of July, 2018 (the “**Effective Date**”), between Amy M. Bohm, Trustee of the Jack S. Villines Trust and Patricia A. Villines (hereafter “**Grantor**”), and ONEOK Elk Creek Pipeline, L.L.C., a limited liability company, organized under the laws of the State of Oklahoma, (hereafter “**Grantee**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Yuma County, State of Wyoming, as more particularly described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 20-inch nominal diameter pipeline for the transportation of natural gas liquids or upon written notice to Grantor any other products of crude petroleum by pipeline (hereinafter “**Product**”) and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. **Grant of Easement.**

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the "**Easement**") solely for the purposes of laying, constructing, inspecting, maintaining, operating, repairing and removing one pipeline not to exceed 20 inches in nominal diameter, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the "**Pipeline**"), for the transportation of the Product under the Easement Area, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit C, or as otherwise agreed to by the Parties for access to the Easement and Grantee's Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, as more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the "**Easement Area**").

1.3. Single Pipeline. Grantee shall install no more than one 20-inch diameter pipeline upon or within the Easement Area. Grantee shall have no right to use the Easement Area for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit B attached hereto (the "**Temporary Work Space**"). Except as otherwise depicted on Exhibit B, the width of the Temporary Work Space shall be in addition to the width of the Easement Area and shall be no greater than twenty-five (25) feet (i.e., a permanent easement fifty (50) feet in width and a temporary construction easement of twenty-five (25) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing, turnaround and location of side slope or uneven terrain and any other work area that is in addition to the Easement Area and Temporary Work Space, as the same are depicted on Exhibit B. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

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1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6. Entry onto the Property.

(a) During construction and reclamation Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit C, if any, for purposes of construction and reclamation. Right to access across the Property as specified under this Section 1.6 shall expire after two years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties. Permanent access, if any shall be agreed to by the Parties in a separate written agreement.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7. Emergency Access to Pipeline. Except in cases of emergency or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.



1.8. Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to construction on the Property, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall not result in Grantor being required to reimburse Grantee for any payments already made. Notwithstanding the foregoing, provided that constructability concerns are not present, in Grantee's reasonable discretion, Grantee agrees to exercise commercially reasonable efforts to minimize the total encumbrance on Grantor's property by (i) abutting existing easements on Grantor's property such that there is no gap between easements or (ii) overlapping the Easement with the existing easement owned by Grantee's affiliate, ONEOK Bakken Pipeline, L.L.C., by up to fifteen feet (15').

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Easement Area for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental thereto; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Easement Area.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee, which shall not be unreasonably withheld. Withholding of authorization shall be deemed reasonable if important to maintain the safety or integrity of the pipeline or if required by applicable laws and/or regulations. Grantee shall make reasonable efforts not to disturb Grantor's use of and activities on the Easement Area to the extent such use and activities are consistent with Grantee's rights under this Agreement.

(b) Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with agricultural equipment necessary to carry out normal and

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customary farming and ranching of the Property.

(c) Grantor hereby reserves the right to cross the Easement Area with fences and roads and to maintain the same provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities.

(d) Grantor hereby reserves the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the Other Lines cross the Pipeline as close to ninety (90) degrees is as practicable, (ii) Grantor makes appropriate One Call notifications, (iii) any cover removed from ovetop of the Pipeline shall be promptly replaced following construction of Other Lines, and (iv) Grantor ensures that a representative of Grantee is present during the construction of the Other Lines. This Section shall not be construed to limit Grantor's rights under Section 5.9.

(e) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Easement Area, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner that allows the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement (including temporary access), Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

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4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee's Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction, operation and all mitigation and restoration efforts associated with the Pipeline.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; provided, however, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property or other lands owned by the Grantor, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) Should either (1) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (2) the agricultural capability of the lands encompassing the Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor or tenant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.



(ii) Grantee shall compensate Grantor or its tenant for any injury or loss to Grantor's or Grantor's tenant's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the Grantor and/or its tenant whole.

(iii) In the event that Grantee's activities or omissions cause fire on the Property or other lands owned by Grantor, Grantee shall promptly pay to Grantor (1) the reasonable costs of all fire suppression incurred by Grantor, (2) replacement costs for Grantor's fences and any other improvements, including structures, destroyed or damaged by fire, and (3) all other actual damages, including all costs associated with the prevention and control of cheat grass, cactus, or noxious weeds to Grantor as a result of such fire. In addition to the foregoing, Grantee agrees to pay to Grantor One Hundred Twenty Dollars (\$120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics. Compensation for other damages must be paid within a reasonable time after Grantor notifies Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages. After any such fire, Grantee recognizes its continuous reclamation obligation to return the damaged lands as best as practicable to their condition existing prior to the fire, pursuant to the terms discussed more fully in Section 5.4, and Grantor agrees that it will provide reasonable access to Grantee on the Property (including outside of the Easement Area as necessary) in order to effectuate the reclamation. In the event reclamation extends beyond the two (2) growing seasons for which Grantor is compensated above, Grantee shall be responsible to Grantor for lost grazing or other damages resulting therefrom.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP or any similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal. Grantor's failure to timely notify the appropriate governmental agency of entry into this Agreement relieves Grantee of any liability under this Section 5.3(b).

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(c) Except to the extent arising out of the negligent acts or omissions, intentional misconduct, or illegal acts of Grantor, its successors, assigns, and or/anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. **THIS PROVISIO TO BE INCLUDED ONLY IN MONTANA EASEMENTS In the event that attorney's fees under this Section 5.3(c) will be reconstructed to create a two way reversal of attorneys' fees by operation of Mont. Code Ann. § 28-3-704 (2009), each Party shall bear its own attorney's fees and costs.**

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee and its successors and assigns.

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(f) Grantee agrees to compensate Grantor or the surface occupant, as appropriate, (the "**Claimant**") at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in connection with an uncured default as provided in Section 10.5 of this Agreement; (ii) in response to a specific request by the employees of Grantee or its contractors (the "**Grantee Group**") to the Claimant in the conduct of their activities on the Property; or (iii) for actions taken with respect to Grantor's livestock, land or water in an emergency situation; provided, however, Grantor shall not take any actions with respect to Grantee Group's facilities or equipment without prior request by Grantee Group. In cases of an emergency with respect to livestock, land or water, the Claimant shall take all reasonable and necessary actions reasonably necessary to resolve and address the emergency. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee's May 2018 ONEOK Elk Creek Pipeline Project, a copy of which will be provided to Grantor in advance of the commencement of construction ("**CMR Plan**"). A copy of the plan is recorded in the county clerk's office of the county in which the Property is found. The exact Book and Page number in which the easement is recorded can be found in Exhibit D attached hereto and by this reference made a part hereof. Grantee shall ensure that the construction contractor (hereinafter, "**Contractor**"), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the CMR Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the Easement Area shall be accomplished in a timely manner, as conditions permit. All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in this Agreement. Grantee's reclamation obligations are ongoing during the life and operation of the Pipeline and shall survive the surrender or earlier termination of this Agreement.

(b) Grantee shall use reasonable efforts to minimize the amount of time that any section of pipeline trench is left open.

(c) At Grantor's request, the right of way must be mowed before the topsoil is bladed.

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(d) No alcohol, drugs, dogs, firearms or hunting will be allowed on the Property without the express written consent of the Grantor, and Grantee shall notify all of its contractors, agents and employees of this restriction.

(e) Right of Way Access and Restoration of Roads See CMR Plan Section 1.1.

(f) Special Landowner Specific Requests and Requirements See CMR Plan Sections 1.3 and 1.4.

(g) Waste Disposal See CMR Plan Sections 1.5 and 1.5.1, (for disposal of wood debris see Section 1.7.1), 1.12 and 1.19 (disposal of rocks), 1.15, 3.6.

(h) Erosion and Sediment Control See CMR Plan Sections 1.6, 1.7.5, 1.16, 1.17

(i) Upland Grading See CMR Plan Section 1.7.2.

(j) Irrigation Systems and Drainage Ditches See CMR Plan Section 1.7.3, 2.8.

(k) Topsoil Handling and Segregation See CMR Plan Sections 1.7.4, 1.11.

(l) Noise Control See CMR Plan Section 1.7.7.

(m) Dust Control See CMR Plan Section 1.7.7. See also ONEOK Dust Control Plan.

(n) Trenching See CMR Plan Section 1.9, 1.9.1, and 1.9.2, 5.1 (trench dewatering).

(o) Weed Control See CMR Plan Section 1.14, ONEOK Revegetation Plan, and ONEOK Noxious Weed Plan.

(p) Soil Compaction Treatment See CMR Plan Section 1.18.

(q) Repair of Damaged Conservation Practices See CMR Plan Section 1.21.

(r) Revegetation and Reseeding See CMR Plan Sections 1.22, 8.0, and ONEOK Revegetation Plan.

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(s) Stream Crossing and Construction Near Surface Water See CMR Plan Section 2.0-2.9.5.

(t) Water Appropriation and Discharge See CMR Plan Section 7.0-7.3.

(u) Wetlands See CMR Plan Section 3.0.

5.5. Depth of Pipeline. Grantee agrees to bury the Pipeline to a minimum depth of forty-eight inches (48") (to the top of the pipe) except for in consolidated rock where the Pipeline will be buried to a minimum depth of thirty inches (30"). In the event (i) Grantor has a reasonable belief that the Pipeline no longer has at least forty-two inches (42") of cover as the result of Grantee's activities upon the easement or natural acts of erosion and provides Grantee written notice thereof or (ii) Grantee has a reasonable belief based on its own surveys and maintenance activities that the Pipeline no longer has at least forty-two inches (42") of cover as the result of Grantee's activities upon the easement or natural acts of erosion, Grantee agrees to determine the depth of the Pipeline and discuss the findings with Grantor. If it is determined that the Pipeline has less than forty-two inches (42") of cover as a result of Grantee's activities or natural erosion, and the difference in cover unreasonably interferes with Grantor's actual use of the Property, Grantee agrees to take reasonable steps to provide additional cover over the Pipeline. In the event Grantee needs to provide additional cover over the Pipeline, Grantor agrees to provide Grantee, at no additional cost, adequate additional work space and ingress and egress across the Property to allow Grantee to perform the necessary work.

5.6. Location of Pipeline. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate pipeline markers, cathodic protection equipment, and appropriate safety signage adjacent to fence or lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

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5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; provided, however, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline and backfill the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

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5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property. Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.1. Assignment by Grantor. Grantor, as used herein, shall mean , together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.2. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

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7.1. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.2. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, or for any other reason, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.3. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within five (5) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) remove the Pipeline with full reclamation of the Property; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. If Grantee elects to remove the Pipeline as opposed to abandoning the Pipeline in place, Grantee shall seek prior consent from Grantor, which consent shall not be unreasonably withheld or denied but may be conditioned upon Grantee providing a reclamation bond or other form of financial assurance to cover the costs of reclamation. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability.

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8.1. Grantor's Limit on Liability and Immunity from Vicarious Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, or negligent acts or omissions. Normal and customary farming or livestock management practices shall not be considered negligence so long as Grantor (i) complies with its obligations in Section 2 of this Agreement and (ii) calls One-Call whenever performing agricultural tilling activities that result in penetration of the surface by more than thirty inches (30"). This provision shall not be construed to limit or modify Grantor's legal obligations to make One-Call pursuant to applicable law. Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor.

8.2. Grantor's Further Limitation on Liability Due to Insurance Coverage. If Grantor so chooses, Grantor can further limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than One Million Dollars (\$1,000,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

{00096065 7}



If to Grantor:

Amy Bohm
420 S. Birch ST.
Yuma, CO 80759

If to Grantee:

ONEOK Elk Creek Pipeline, L.L.C.

Attn: Vice President of Operations

100 West Fifth Street

Tulsa, OK 74103

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

{00096065 7}



10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have thirty (30) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding. **THIS PROVISIO TO BE INCLUDED ONLY IN MONTANA EASEMENTS In the event that attorney's fees under this Section 10.5 will be reconstructed to create a two way reversal of attorneys' fees by operation of Mont. Code Ann. § 28-3-704 (2009), each Party shall bear its own attorney's fees and costs.**

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Authority of Parties. To the best of the Parties' knowledge, each of the Parties hereto represents to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title. GRANTOR MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS AND NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO. TO THE BEST OF GRANTOR'S KNOWLEDGE, THERE ARE NO UNRECORDED ENCUMBRANCES OR TRANSFERS ON THE PROPERTY THAT GRANTEE HAS NOT BEEN MADE AWARE OF. HOWEVER, GRANTOR HAS NOT INSPECTED TITLE OR AVAILABLE RECORDS TO CONFIRM OR WARRANT TITLE.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee represent to any person or entity that Grantee shall become an employee or agent of Grantor.

{00096065 7}

10.15. Good Faith and Fair Dealing: Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

[The remainder of this page is intentionally left blank.]

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Township 3'North, range 48 West of the 6th P.M., Yuma county, Colorado. Section 6:
NW¼, EXCEPT a tract in the NW¼ Section 6, beginning at the Southwest corner of NW¼
Section 6; thence North 77 rods to a point; thence East 22 rods, thence South 77
rods; thence West 22 rods to the point of beginning



00574291 11/7/2018 10:26 AM
Yuma County Recorder, BEVERLY WENGER Page 23 of 24
EASE R 125.00 S 1.00 ST 2.00 D 0.00

EXHIBIT D

**CONSTRUCTION MITIGATION AND RESTORATION PLAN ("CMRP")
RECORDING INFORMATION**

COUNTY: Yuma

INSTRUMENT NUMBER:

00573573

PAGE: 1-102

RECORDING DATE: 8/23/18

**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: 20974
Issuing Office File Number: 20974
Property Address: Agricultural Land
Revision Number:

1. **Commitment Date:** December 17, 2024 at 8:00 A.M.

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

(a) 2021 ALTA® Owner's Policy None

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:**

Jack S. Villines Trust, a Revocable Living Trust, dated October 30, 1997 and the Estate of Patricia Villines, deceased

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.

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File No. 20974

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

Page 1



**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 4 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 2: A parcel of land in the NE¼ of Section 2, Township 4 North, Range 48 West of the 6th P.M., Yuma County, Colorado, said parcel being more particularly described as follows:
Beginning at the NE corner of said Section 2;
thence S 89°30'10" W along the North line of said NE¼ of said Section 2 a distance of 2666.46 feet to the NW corner of said NE¼ of Section 2;
thence S 1°33'45" W along the West line of said NE¼ a distance of 1186.93 feet;
thence S 89°12'25" E a distance of 878.58 feet;
thence S 38°23'25" E a distance of 213.46 feet;
thence S 60°18'35" E a distance of 18.30 feet;
thence N 83°55'55" E a distance of 855.82 feet;
thence N 1°00'40" W a distance of 536.35 feet;
thence S 87°19'40" E a distance of 433.89 feet;
thence N 55°00'05" E a distance of 63.01 feet;
thence N 40°42'50" E a distance of 111.50 feet;
thence N 27°48'15" E a distance of 483.25 feet;
thence S 87°50'40" E a distance of 37.80 feet to a point on the East line of said Section 2;
thence N 2°09'55" E along the East line of said Section 2 a distance of 245.17 feet to the point of beginning;

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

AND

A parcel of land in the NE¼ of Section 2, Township 4 North, Range 48 West of the 6th P.M., Yuma County Colorado, said parcel being more particularly described as follows:
Commencing at the NE corner of said Section 2;
thence S 2°09'55" W along the East line of said Section 2 a distance of 1541.35 feet to the true point of beginning;
thence S 85°13'05" W a distance of 381.64;
thence S 69°23'20" W a distance of 274.22 feet;
thence N 85°46'20" W a distance of 631.52 feet;
thence S 4°06'45" W a distance of 1287.57 feet to a point on the South line of said NE¼ of Section 2;
thence N 89°29'10" E along the South line of said NE¼ of Section 2 a distance of 1307.98 feet to the Southeast corner of said NE¼ of Section 2;
thence N 2°09'55" E along the East line of said Section 2 a distance of 1355.27 feet to the point of beginning;

SUBJECT TO County Road 54 along the North side and County Road G along the East side of Said Section 2;

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File No. 20974

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

Page 2

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20974

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 71 at Page 21, Yuma County, Colorado records.

(continued on next page)

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

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File No. 20974

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

Page 1 of 2

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way Easement, whether in fee or easement only, and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers and associated equipment as grantee may from time to time require upon, over, under and across the NE¼ Section 2, Township 4 North, Range 48 West of the 6th P.M., together with the right of ingress and egress over and across the land of grantor to and from said property and the right to clear and keep clear all trees and other obstructions as may be necessary, as granted to Mountain States Telephone and Telegraph Company, in instrument dated October 2, 1969, recorded October 10, 1969 in Book 458 at Page 474, 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 54 and County Road G.
14. Oil and Gas Lease from Louis Earl McCasland, lessor, to Press Oil Investments, Inc., lessee, covering the S½NE¼ Section 4 North, Range 48 West of the 6th P.M., for a term of 5 years with extension under production, dated April 1, 2001, recorded April 2, 2001 as Reception #502294, 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.
15. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate between buyer to be determined, and the Jack S. Villines Trust, a Revocable Living Trust, dated October 30, 1997 and the Estate of Patricia Villines, deceased, Sellers.

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

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File No. 20974

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

Page 2 of 2



THE UNITED STATES OF AMERICA.

STERLING 01295

To all to Whom these Presents shall come, GREETING:

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

has been established and duly consummated, in conformity to law, for the *North-east quarter of Section two, five Township six north of Range forty eight west of the Sixth Principal Meridian, Colorado, containing one hundred and forty three hundredths acres.*

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

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

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

Given Under my hand, at the City of Washington, the *Twenty Sixth* day of *May*, in the year of our Lord one thousand nine hundred and *Thirteen* and of the Independence of the United States the one hundred and *Thirty Seventh*.

BY THE PRESIDENT: *Woodrow Wilson*

By *M. L. Seelye* SECRETARY.

John A. Linnell
Acting Recorder of the General Land Office.



Recorded: Patent No. *887120*

Filed for Record the *21* day of *February*, A. D. 19 *14*, at *12* o'clock *P.*M.

Harry M. McHenry RECORDER.
By _____ DEPUTY.

Recorded Oct. 10, 1969 at 9:00 O'clock A.M.
 Reception 381570 S. R. ALLISON, Recorder

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Seventy and 8/100 dollars (\$ 70.80) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit: **A sixteen and one-half foot (16-1/2') wide permanent easement located in the Northeast Quarter (NE1/4) of Section 2, Township 4 North, Range 48 West of the Sixth Principal Meridian, Yuma County, Colorado, the centerline of said easement being more particularly described as follows: Beginning at a point on the West line of the Northeast Quarter (NE1/4) of said Section 2, 8.25 feet South of the South Right-of-Way line of Colorado Highway No. 59; Thence Easterly 1,410 feet, more or less, 8.25 feet South of and parallel to Colorado Highway No. 59 to a point 8.25 feet South of the South Right-of-Way line of Colorado Highway No. 59 in said Section 2; said point being the Point of Termination.**

situate in County of Yuma State of Colorado
 TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

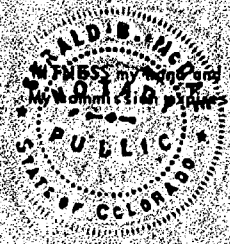
Signed and delivered this 2nd day of October, A.D., 1969

At Yuma, Colorado Louis Korf
Dwight S. Miller Recorder

STATE OF COLORADO

County of Yuma ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 1969, by Louis Korf



Witness my hand and official seal, July 6, 1970

Gerald B. McRae
 Notary Public

M.S.T. & T. CO. R/W NUMBER	REMARKS	SPACE RESERVED FOR RECORDER'S CERTIFICATE
QUARTER SECTION		
SECTION		
TOWNSHIP		
RANGE		
PRINCIPAL MERIDIAN		
EXCHANGE OR TOLL LINE		
LEAD CODE, BURIED CABLE OR CONDUIT		

Book 499, 156
Rec. #396400

Oct. 16, 1975
9:00 AM

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 on 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 my 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 Township 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.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy 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 found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



Producers 88--Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of April, 2001, by and between

Louis Earl McCasland, rmdssp

of 53831 County Road G, Yuma, Colorado 80759, hereinafter called lessor (whether one or more), and
PRESS OIL INVESTMENTS, INC. of Wray, Colorado 80758, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS (\$ 10.00) in hand paid, receipt of which is hereby acknowledged, and the agreements and covenants set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, piers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject or gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of YUMA, State of COLORADO, and being described as follows, to-wit:

Township 04 North, Range 48 West, 6th P.M.
Section 02: Lot 01 (47.21), Lot 02 (47.22), S/2NE/4

THIS IS A PAID-UP OIL & GAS LEASE, ALL BONUS AND RENTAL PAYMENTS ARE MADE.

of Section 02 Township 04 North Range 48 West 6th P.M. It being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 174.43 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) years from this date hereinafter called "primary term" and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" when the well is plugged or abandoned or the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor of the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

~~If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as otherwise provided in this paragraph terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the~~

DIRECT TO LESSOR

Bank at Yuma, Colorado 80759 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of One Hundred Seventy Four and 43/100 DOLLARS (\$ 174.43), which shall

operate as a rental and provide the privilege of deferring the commencement of a well for 12 months from said date in like manner and upon the same terms and conditions as provided in the lease agreement, and the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such depository or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor, and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto or shown by lessee's records, or in the wrong amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted in the date when said first rental is payable or tendered or the privilege of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in the event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (if being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or an acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, when the sum of gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any act of constructive knowledge or notice to lessor of any change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except as lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the party claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having authority over such matters. Any pooling hereunder may cover all or any part of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well then any such additional acreage as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from that area covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

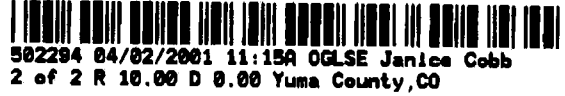
Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.



IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Louis Earl McCasland
Louis Earl McCasland SS# 524-64-8175

SS#

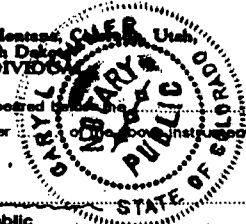
STATE OF COLORADO }
COUNTY OF YUMA } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

On the 1st day of April, A.D., 2001, personally appeared _____,
Louis Earl McCasland, mndssp, the signer of the above instrument,
who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires: MY COMMISSION EXPIRES:
October 5, 2002

Residing at: X Way, Colorado 80758



STATE OF _____ }
COUNTY OF _____ } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

On the _____ day of _____, A.D., 20____, personally appeared before me _____,
the signer of the above instrument,
who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at: _____

STATE OF _____ }
COUNTY OF _____ } SS.

ACKNOWLEDGMENT (For use by Corporation)

On the _____ day of _____, A.D., 20____, personally appeared before me _____,
_____, who being by me duly sworn, did say that he is the
President of _____, a corporation, and
that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said _____
acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at: _____

STATE OF _____ }
COUNTY OF _____ } SS.

(Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 20____ at _____ o'clock _____ M
and recorded in Book _____ at Page _____ of the records of this office.

County Recorder

By _____

Deputy



RECK AGRI
REALTY & AUCTION

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