

JR & LAVERLE KELLEY LAND AUCTION (AKA BOX E, LLC)

October 22, 2025

**LIVE
Auction**

DUE DILIGENCE PACKET



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DUE DILIGENCE PACKET

Printed: October 10, 2025

JR & LAVERLE KELLEY LAND AUCTION (AKA BOX E, LLC)

Kiowa and Cheyenne Counties, CO

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

Wednesday, October 22, 2025

1:30 pm, MT
Kiowa County Fairgrounds
Eads, CO

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



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

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Terms & Conditions

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

In the event of inclement weather, check reckagri.com and our Facebook page.

AUCTION PROCEDURE: The "JR & LAVERLE KELLEY LAND AUCTION" aka Box E, LLC is a land auction with RESERVE. The Kelley property to be offered as a "MULTI PARCEL" Auction and will be offered in the sale order as stated within the Due Diligence Packet. Bidding competition will determine the highest aggregate bid(s). 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.

TERMS: Upon the conclusion 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 Kiowa County Abstract Company prior to closing and applied toward the total purchase price. Purchase contract will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and oral 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 November 21, 2025. Closing to be conducted by Kiowa County Abstract Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now 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). 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), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. 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.

POSSESSION: Possession of pastures upon closing. Possession of lands where corn is planted upon closing or upon harvest. (Seller to retain 2025 corn crop.) Possession of lands planted to wheat subject to cash farm lease.

LEASE: Lands planted to wheat subject to cash farm lease. Buyer(s) to receive cash farm payment for planted wheat to be harvested in 2026.

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

LIVESTOCK WATER: Seller to convey all Seller's water rights, water wells, well permits, and equipment on the property for livestock use. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources and the local groundwater district. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of livestock wells and condition of all equipment.

Several wells are subject to water use agreements. Please see Parcel Descriptions for explanation of each well.

GRASSLANDS CRP CONTRACTS: Seller to convey all right, title, and interest to the existing Grasslands CRP contracts to the Buyer(s) as successor in interest. Seller to convey the October 2026 CRP payments. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contracts, and agree to enter into new CRP contracts within 60 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contracts.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combos, or Single Unit 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 Seller. 2026 real estate taxes due in 2027 and thereafter to be paid by Buyer(s).

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combos and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

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

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

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

CPW HUNTING WALK-IN: Property is currently enrolled in the Hunting Walk-In Access program with the Colorado Parks and Wildlife. Buyer(s) to receive the 2026 payment.

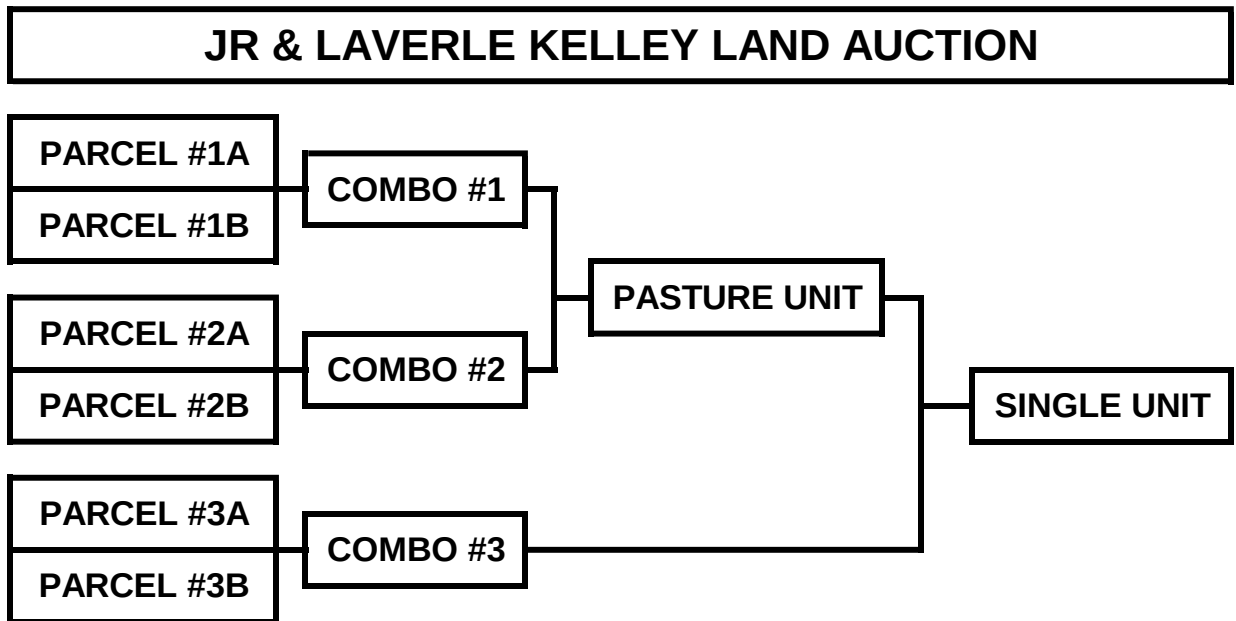
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

BIDDER REQUIREMENTS: 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. Due Diligence Packet may be obtained by visiting auction property page at reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the "JR & LAVERLE KELLEY LAND AUCTION" aka Box E, LLC. 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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Auction Bracket & Sale Order

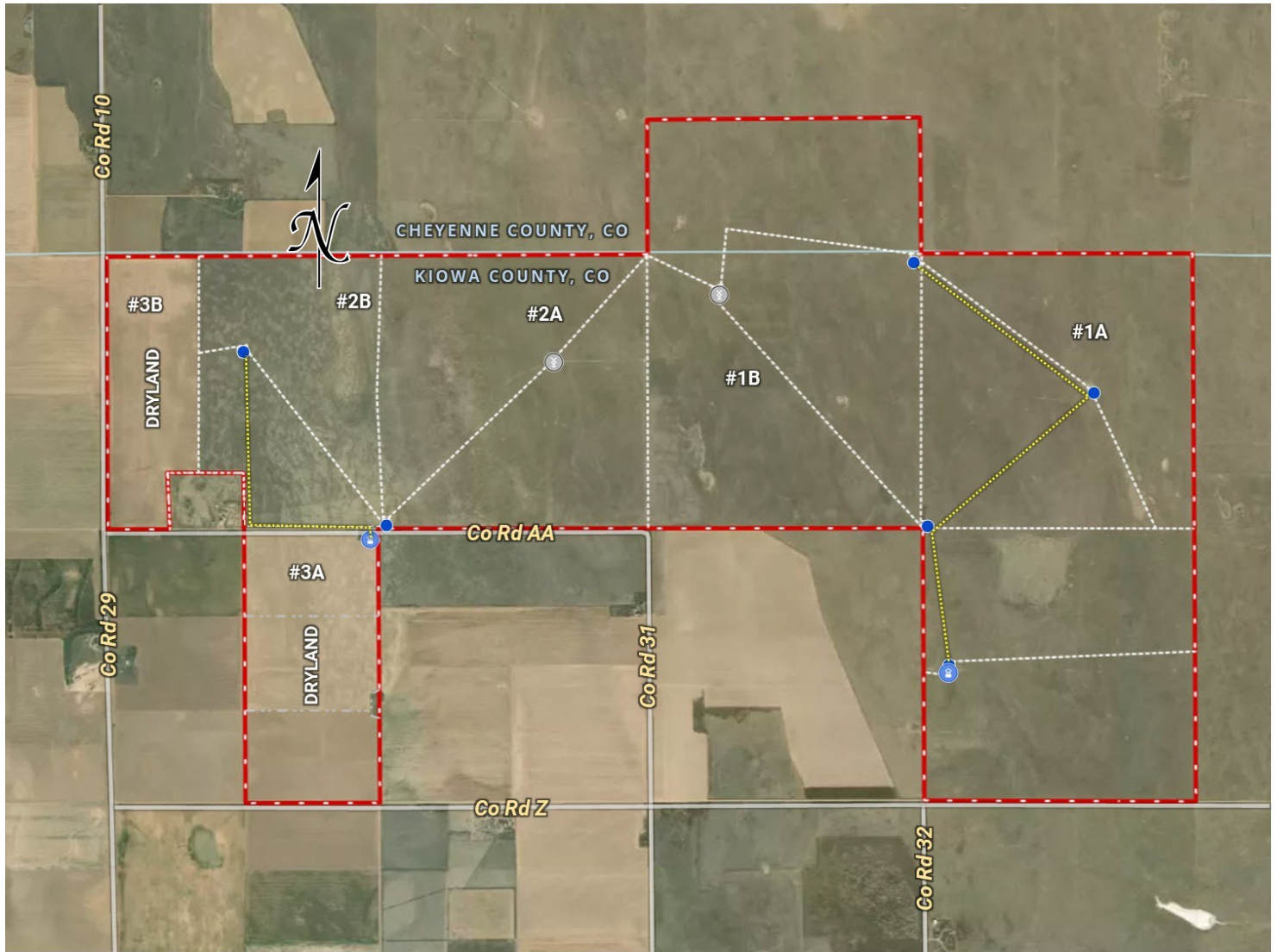


SALE ORDER	
PARCEL #1A	
PARCEL #1B	
COMBO #1	
PARCEL #2A	
PARCEL #2B	
COMBO #2	
PASTURE UNIT	
PARCEL #3A	
PARCEL #3B	
COMBO #3	
SINGLE UNIT	

Location Map

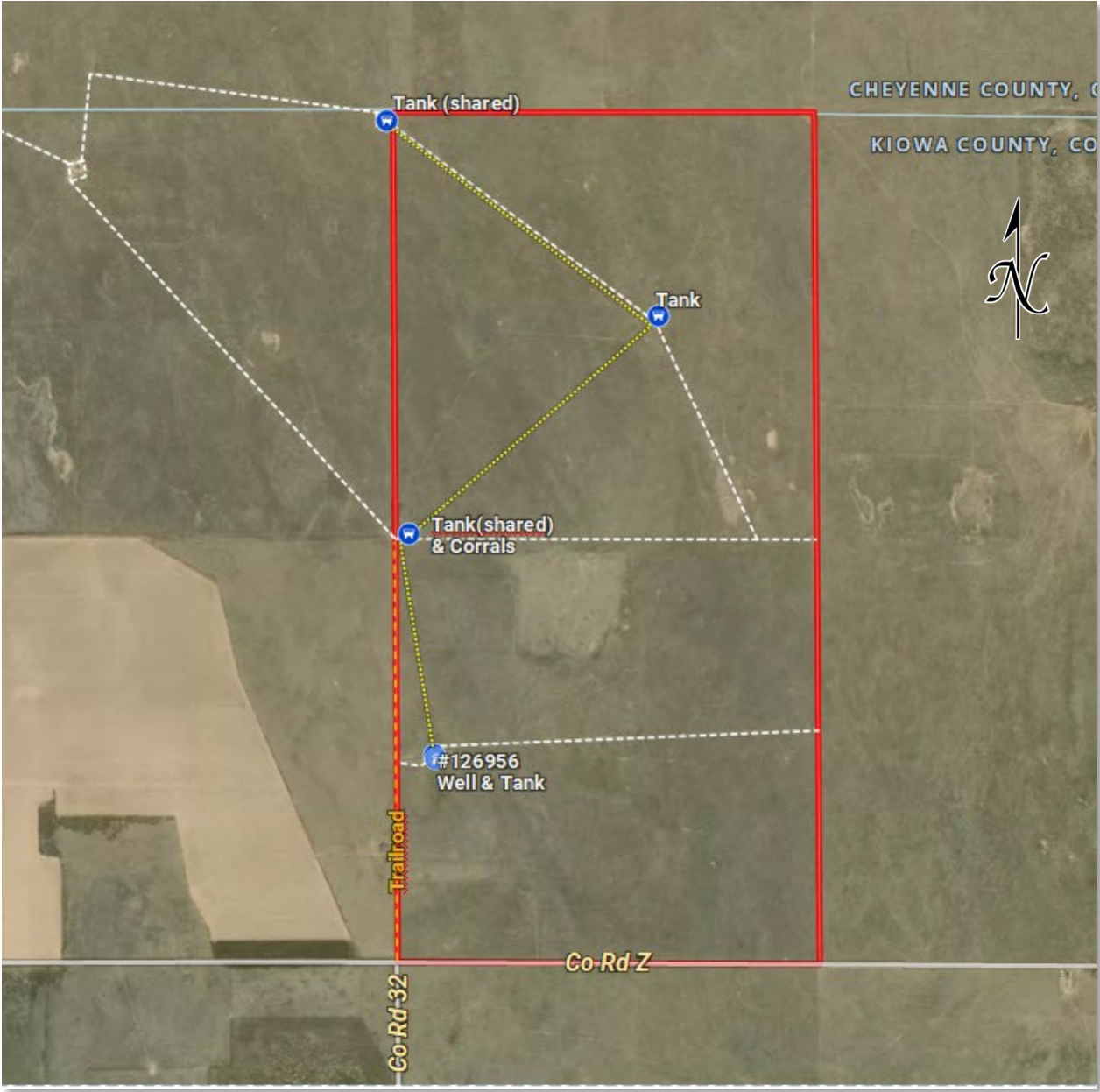


Parcel Map



**Parcel
#1A**

Parcel Map



Parcel Information



**Parcel
#1A**

Legal Description:

All of Sections 5 & 8, Township 17 South, Range 49 West of the 6th PM, Kiowa County, CO.
See Pages 72-159 for legal description, title commitment, and title exceptions.

Acreage:

1,279.1± Ac Grass
9.0± Ac Roads
1,288.1± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$708.86

FSA Information:

CRP Grasslands Contracts #11033A and #11034B, Expire 9/30/2031. October 2026 payments to Buyer(s): \$19,186.50. See Pages 31-35 for copy of contracts.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

2026 estimated prorated payment to Buyer(s): \$2,565.56. See Pages 36-37 for copy of contract.

Livestock Water:

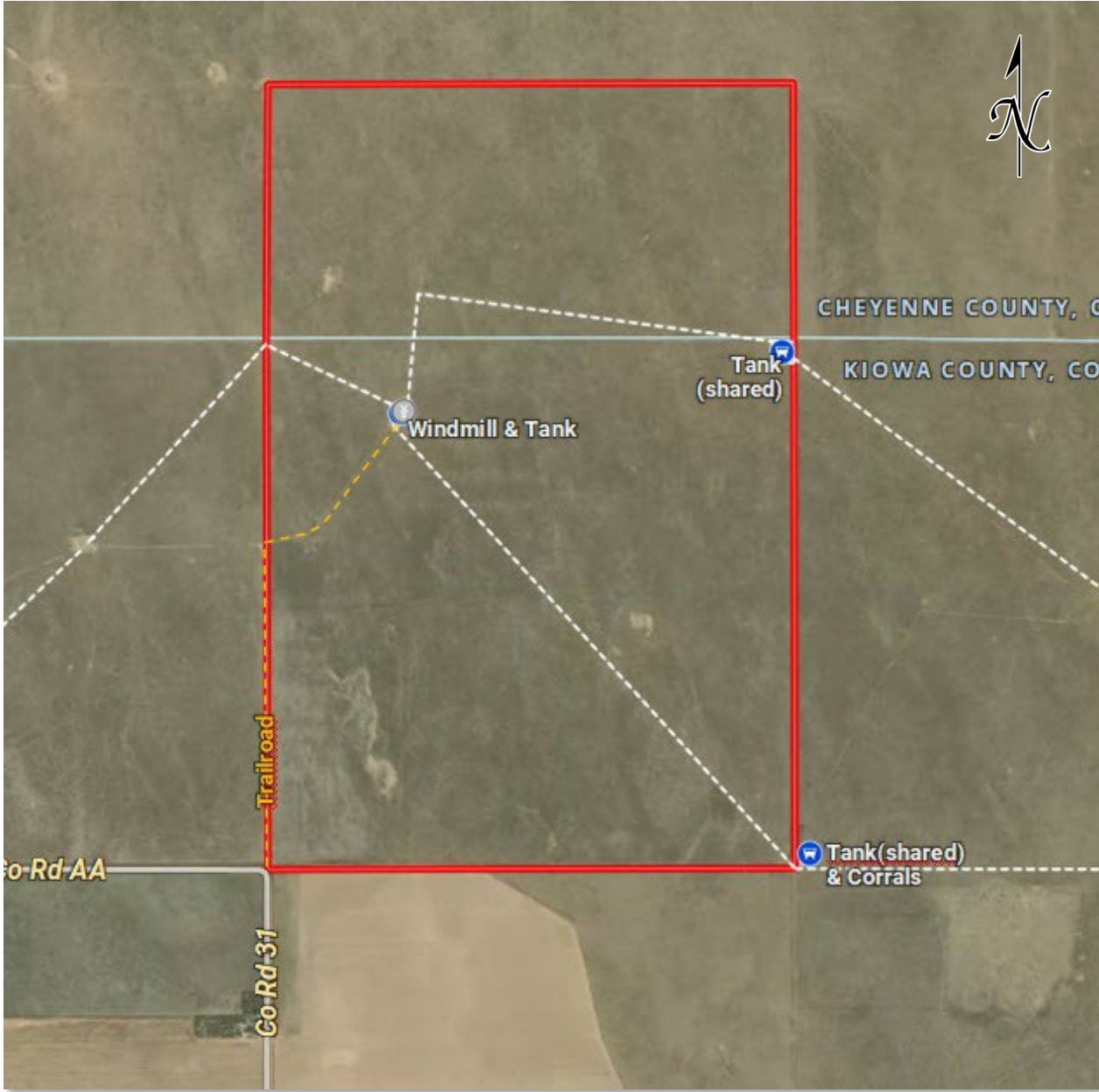
Well Installation #126956. See Pages 30 for copy of well installation.
1 well with 3 tanks via pipeline. 1 additional shared tank.

Comments:

Cross-fenced with 4 pastures. Currently there is a tank located just west of the northwest corner of Parcel #1A on Parcel #1B. Water to tank is provided by the well in Parcel #1A via pipeline. If Parcels #1A and #1B sell separately, there is no obligation to provide water to the tank.

Working corrals and tank are located along the west middle side of Parcel #1A. The tank has been shared with Parcel #1B. If Parcel #1A and #1B sell separately, there is no obligation to allow access to Parcel #1B to the tank and corrals.





Parcel Information

**Parcel
#1B**

Legal Description:

All of Section 6, Township 17 South, Range 49 West of the 6th PM, Kiowa County, CO.

S1/2 of Section 31, Township 16 South, Range 49 West of the 6th PM, Cheyenne County, CO.

See Pages 72-159 for legal description, title commitment, and title exceptions.

Acreage:

967.5± Ac Grass

4.5± Ac Roads

972.0± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$533.40

FSA Information:

CRP Grasslands Contracts #11033A and #11034B, Expire 9/30/2031. October 2026 payments to Buyer(s): \$14,512.50. See Pages 31-35 for copy of contracts.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

2026 estimated prorated payment to Buyer(s): \$1,940.56. See Pages 36-37 for copy of contract.

Livestock Water:

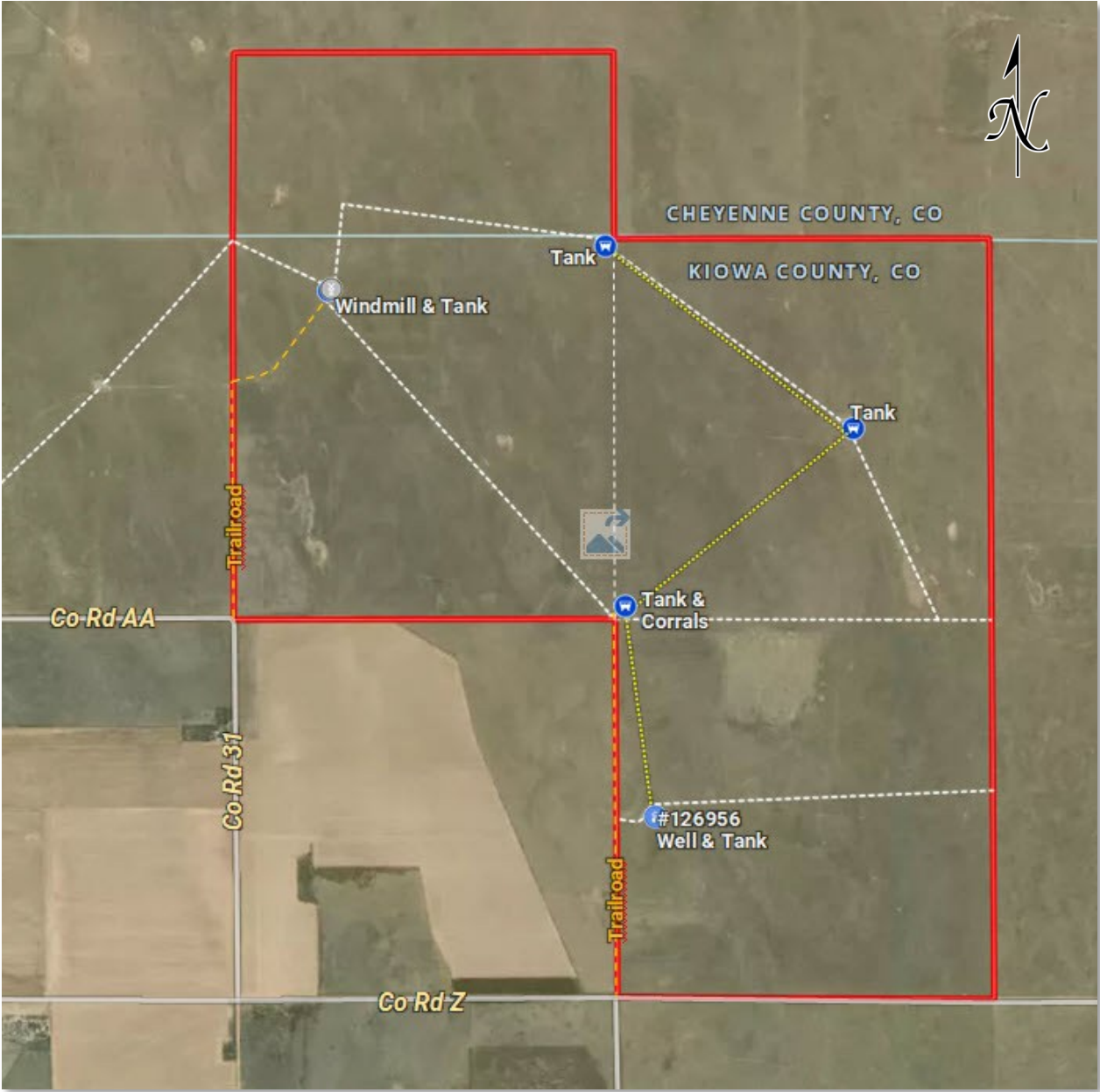
1 windmill with 2 additional shared tanks.

Comments:

Cross-fenced with 3 pastures. Currently there is a shared tank located along the upper east side of Parcel #1B. Water to tank is provided by the well in Parcel #1A via pipeline. If Parcels #1A and #1B sell separately, there is no obligation to provide water to the tank.

Working corrals and tank are located on Parcel #1A just east of the southeast corner. The tank has been shared with Parcel #1B. If Parcel #1A and #1B sell separately, there is no obligation to allow access to Parcel #1B to the tank and corrals.





Combo Information

**Combo
#1**

Legal Description:

See Parcels #1A & #1B.

Acreage:

2,246.6± Ac Grass

13.5± Ac Roads

2,260.1± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$1,242.26.

FSA Information:

See Parcels #1A & #1B. October 2026 payments to Buyer(s): \$33,699.00.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

See Parcels #1A & #1B. 2026 estimated prorated payment to Buyer(s): \$4,506.12.

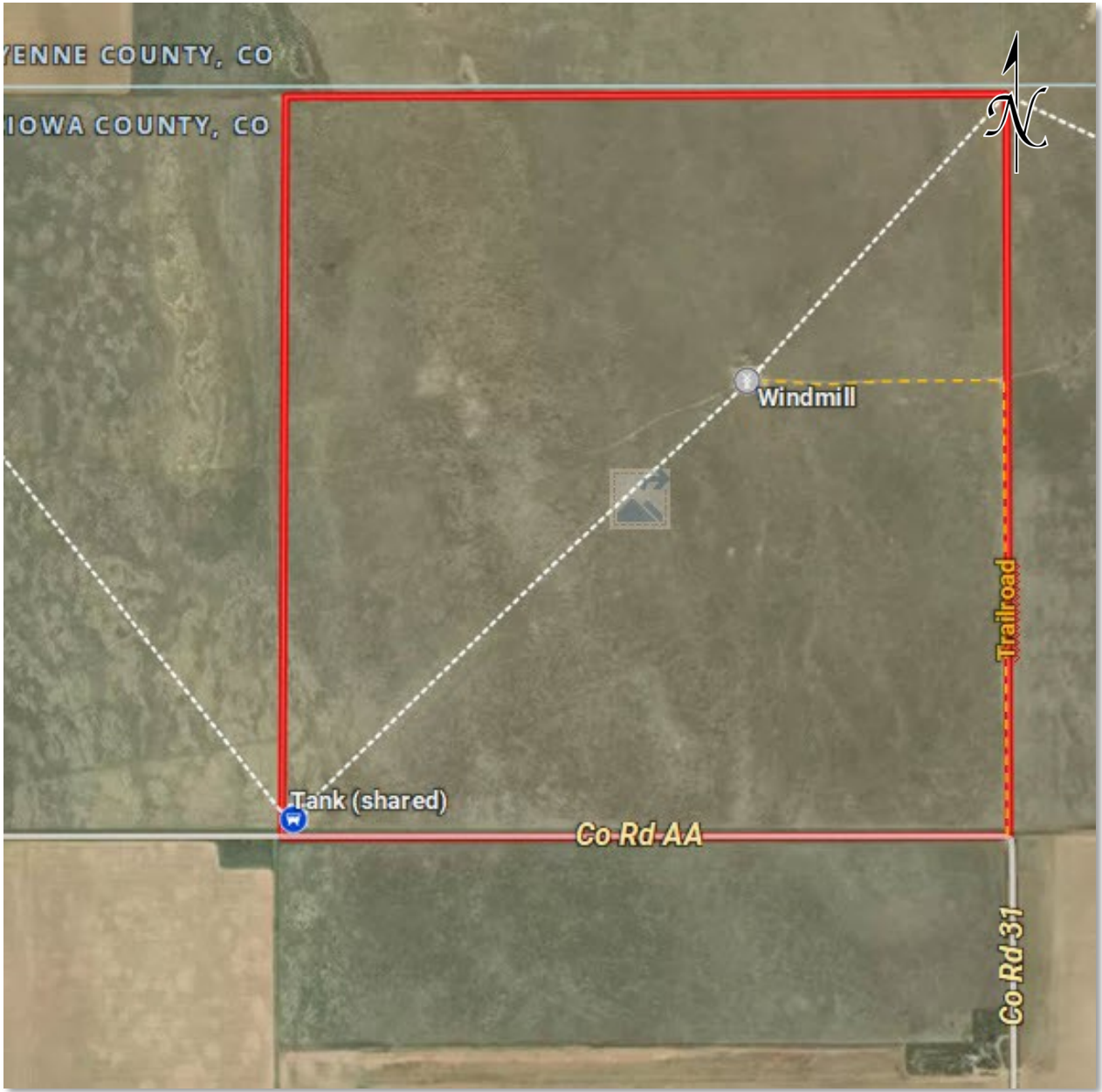
Livestock Water:

See Parcels #1A & #1B.

Comments:

See Parcels #1A & #1B.





Parcel Information

**Parcel
#2A**

Legal Description:

All of Section 1, Township 17 South, Range 50 West of the 6th PM, Kiowa County, CO.
See Pages 72-159 for legal description, title commitment, and title exceptions.

Acreage:

625.7± Ac Grass

6.0± Ac Roads

631.7± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$354.26

FSA Information:

CRP Grasslands Contracts #11033A and #11034B, Expire 9/30/2031. October 2026 payments to Buyer(s): \$9,385.50. See Pages 31-35 for copy of contracts.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

2026 estimated prorated payment to Buyer(s): \$1,255.00. See Pages 36-37 for copy of contract.

Livestock Water:

1 windmill with 1 additional shared tank.

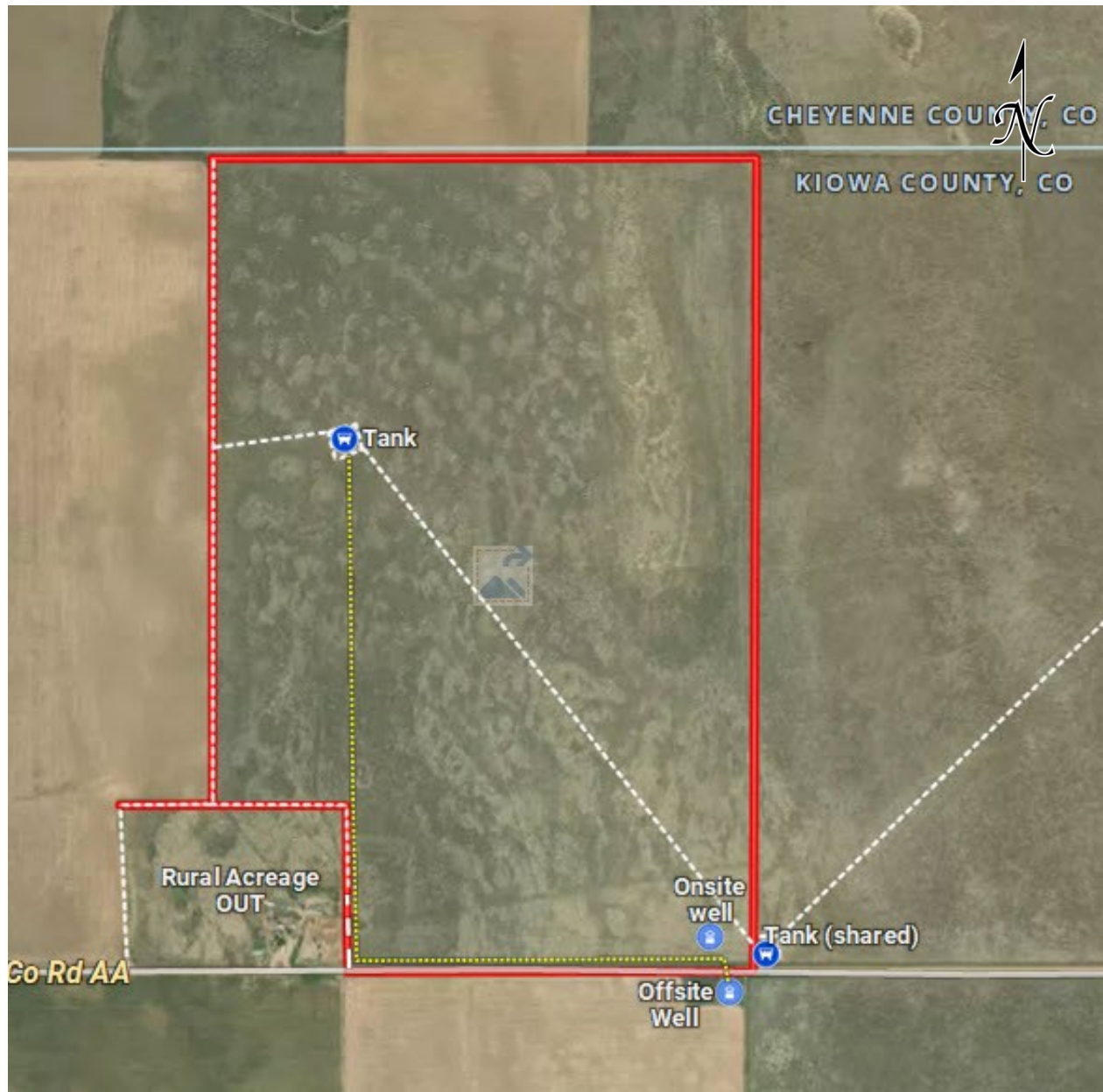
Comments:

Cross-fenced with 2 pastures. Water for the tank in the southwest corner of the parcel is provided via an off-site well which provides water for Parcel #2B and a shared tank in Parcel #2A. If Parcels #2A and #2B sell separately, there is no obligation to provide water to this tank in Parcel #2A.



**Parcel
#2B**

Parcel Map



Parcel Information

**Parcel
#2B**

Legal Description:

E1/2 and Part of the W1/2 of Section 2, Township 17 South, Range 50 West of the 6th PM, Kiowa County, CO.

See Pages 72-159 for legal description, title commitment, and title exceptions.

Acreage:

398.4± Ac Grass

8.1± Ac Roads

406.5± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$234.02

FSA Information:

CRP Grasslands Contracts #11033A and #11034B, Expire 9/30/2031. October 2026 payments to Buyer(s): \$5,976.50. See Pages 31-35 for copy of contracts.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

2026 estimated prorated payment to Buyer(s): \$799.09. See Pages 36-37 for copy of contract.

Livestock Water:

Well with 1 tank via pipeline. 1 additional shared tank.

Comments:

Cross-fenced with 2 pastures. The well located in the southeast corner of Parcel #2B is owned by the Seller but provides water to an adjoining landowner. See Pages 40-42 for copy of On-Site Water Agreement with adjoining landowner. The well located south of the County Road in the northeast corner of Parcel #3A provides water to the acreage with residence and tanks on Parcel #2A and #2B. See Pages 44-46 for copy of Off-Site Water Agreement for acreage with residence. If Parcels #3A and #2B sell separately, the seller reserves the ownership of said well unto themselves, their heirs, successors and assigns. Seller reserves the right to access said well and pipeline to repair, replace and maintain said well and pipeline. If well needs to be redrilled, Seller reserves the right to redrill well subject to the rules and regulations of the State of Colorado. If Parcel #2B sells separate from Parcel #2A, there is no obligation to provide water to Parcel #2A.





Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B.

Acreage:

1,024.1± Ac Grass

14.1± Ac Roads

1,038.2± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$588.28.

FSA Information:

See Parcels #2A & #2B. October 2026 payment to Buyer(s): \$15,362.00.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

See Parcels #2A & #2B. 2026 estimated prorated payment to Buyer(s): \$2,054.09.

Livestock Water:

See Parcels #2A & #2B.

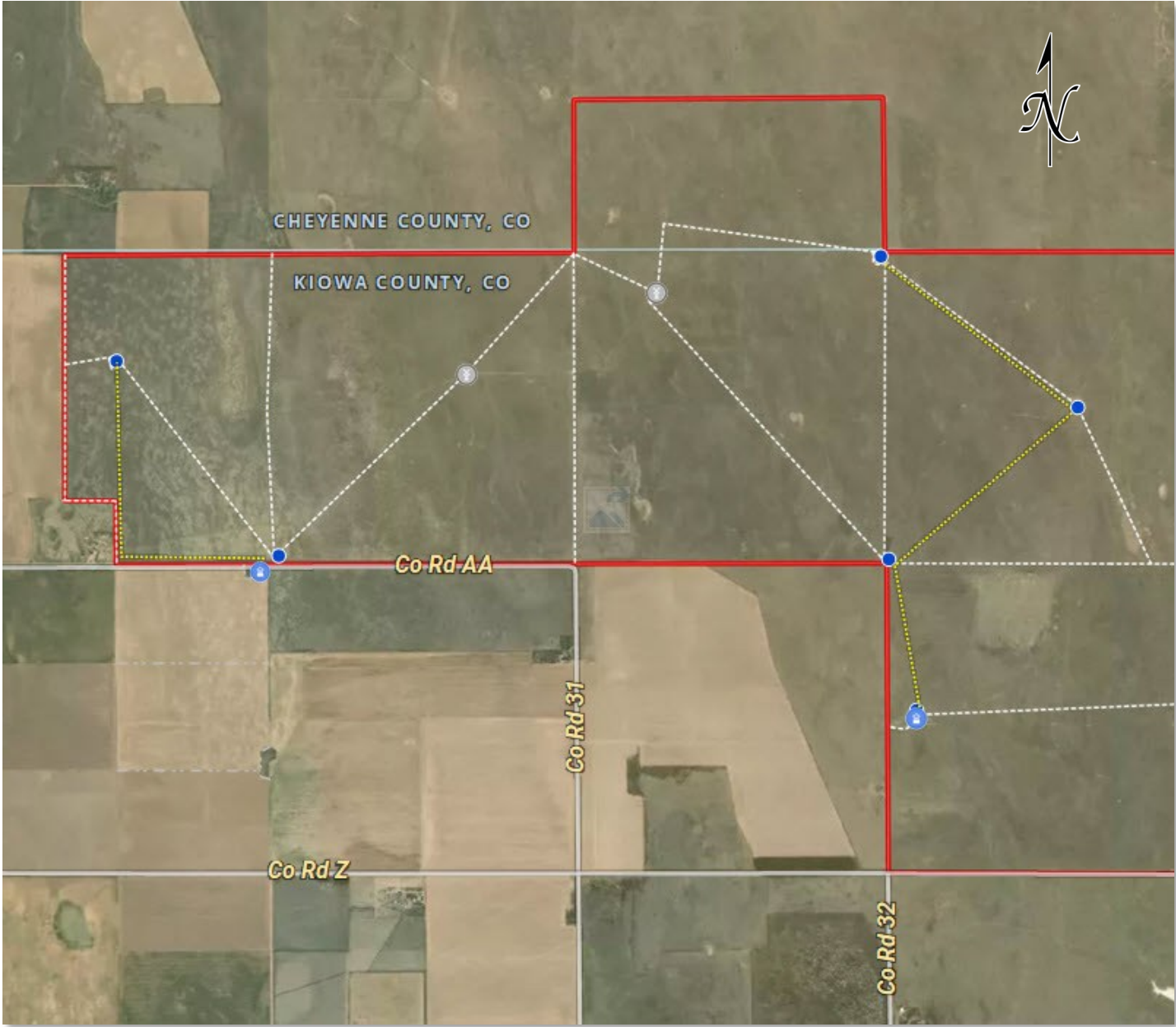
Comments:

See Parcels #2A & #2B.





Pasture Unit Map



Pasture Unit Information



**Pasture
Unit**

Legal Description:

See Parcels #1A, #1B, #2A, and #2B.

Acreage:

3,270.7± Ac Grass

27.6± Ac Roads

3,298.3± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$1,830.54.

FSA Information:

See Parcels #1A, #1B, #2A, and #2B. October 2026 payments to Buyer(s): \$49,061.00.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

See Parcels #1A, #1B, #2A, and #2B. 2026 estimated prorated payment to Buyer(s): \$6,560.21.

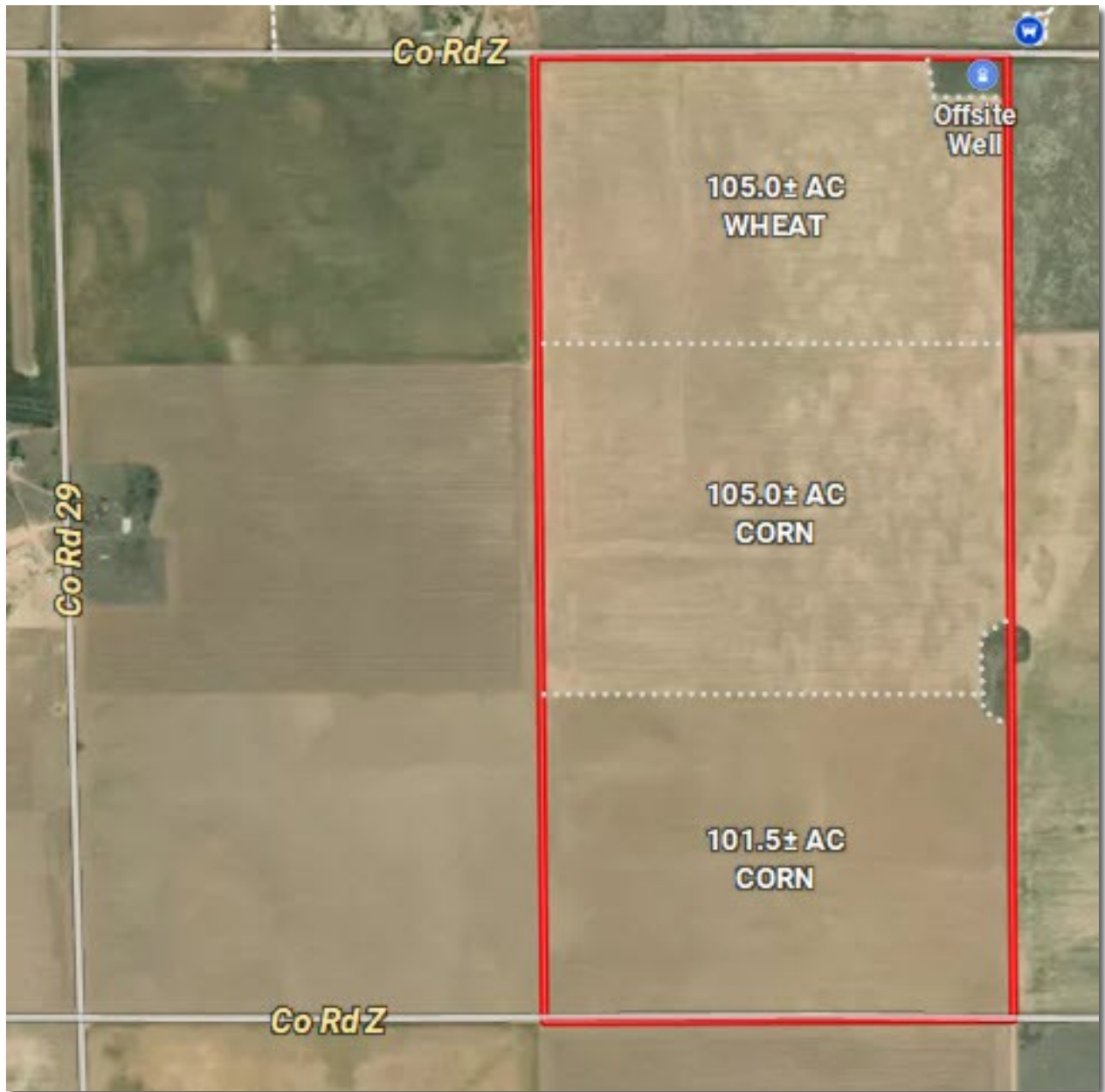
Livestock Water:

See Parcels #1A, #1B, #2A, and #2B.

Comments:

See Parcels #1A, #1B, #2A, and #2B.





Parcel Information



**Parcel
#3A**

Legal Description:

E1/2 of Section 11, Township 17 South, Range 50 West of the 6th PM, Kiowa County, CO.

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

Acreage:

311.5± Ac Dryland

6.5± Ac Roads

318.0± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$505.68

Land Tenure:

Soils consists primarily of Class IV & V. See Soils Map on Page 28.

FSA Information:

22.80 ac wheat w/ 35 bu PLC yield; 81.92 ac corn w/ 40 bu PLC yield; 113.85 ac sorghum w/ 36 bu PLC yield.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

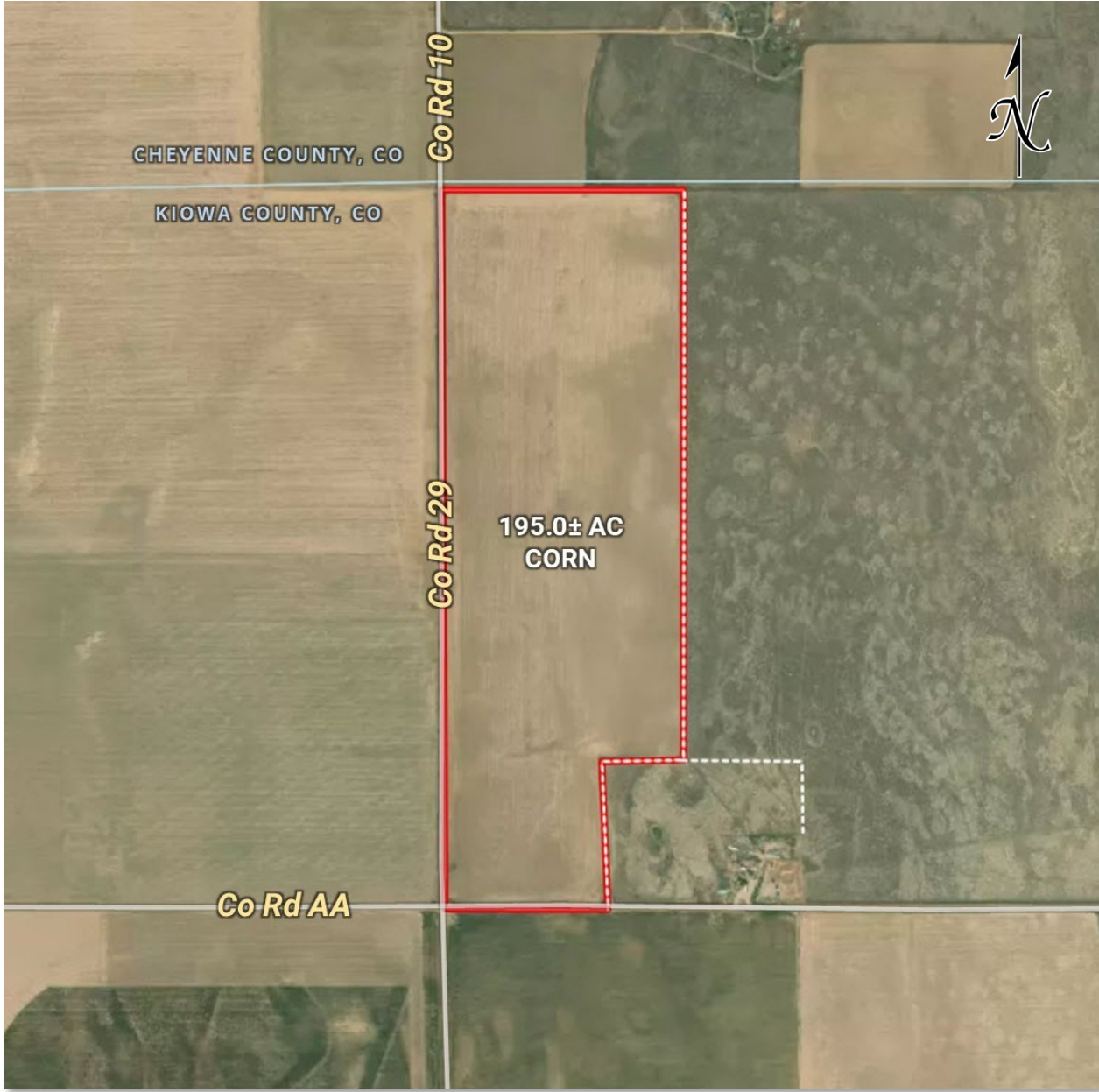
2026 estimated prorated payment to Buyer(s): \$624.71. See Pages 36-37 for copy of contract.

Comments:

206.5± ac corn, 105.0± ac planted wheat

Seller is reserving the ownership of the well located in the NE corner of the property and will be sold subject to the terms and conditions as stated within the comment section Parcel #2B.





Parcel Information



**Parcel
#3B**

Legal Description:

Part of W1/2 of Section 2, Township 17 South, Range 50 West of the 6th PM, Kiowa County, CO.

See Pages 72-159 for legal description, title commitment, and title exceptions.

Acreage:

195.0± Ac Dryland

2.0± Ac Roads

197.0± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$359.78

Land Tenure:

Soils consists primarily of Class IV. See Soils Map on Page 29.

FSA Information:

14.27 ac wheat w/ 35 bu PLC yield; 51.28 ac corn w/ 40 bu PLC yield; 71.28 ac sorghum w/ 36 bu PLC yield.

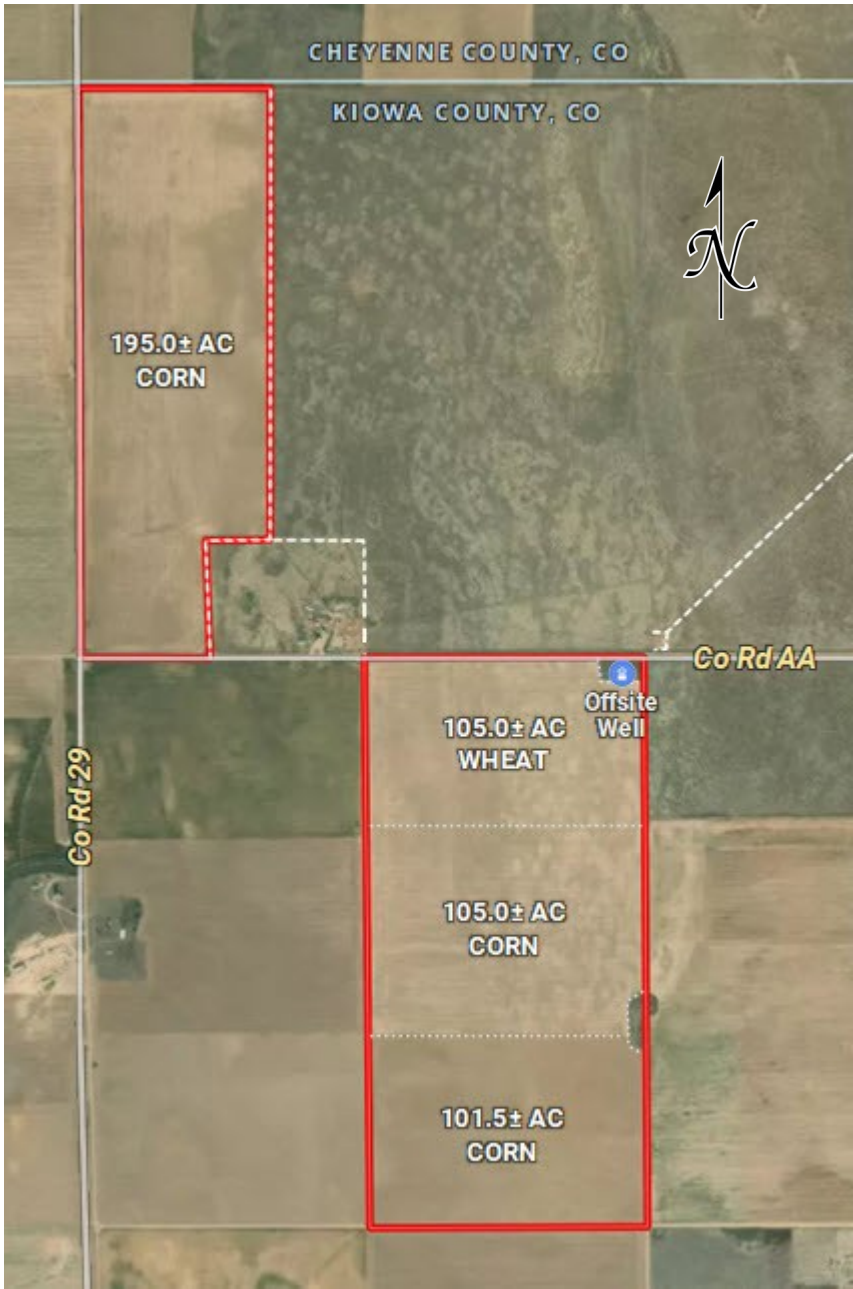
Colorado Parks & Wildlife Walk-In Hunting Agreement:

2026 estimated prorated payment to Buyer(s): \$391.08. See Pages 36-37 for copy of contract.

Comments:

195.0± ac corn





Combo Information



**Combo
#3**

Legal Description:

See Parcels #3A & #3B.

Acreage:

506.5± Ac Dryland

8.5± Ac Roads

515.0± TOTAL

Taxes:

2024 real estate taxes paid in 2025 were: \$865.46.

Land Tenure:

See Parcels #3A & #3B.

FSA Information:

37.07 ac wheat; 133.20 ac corn; 185.13 ac sorghum.

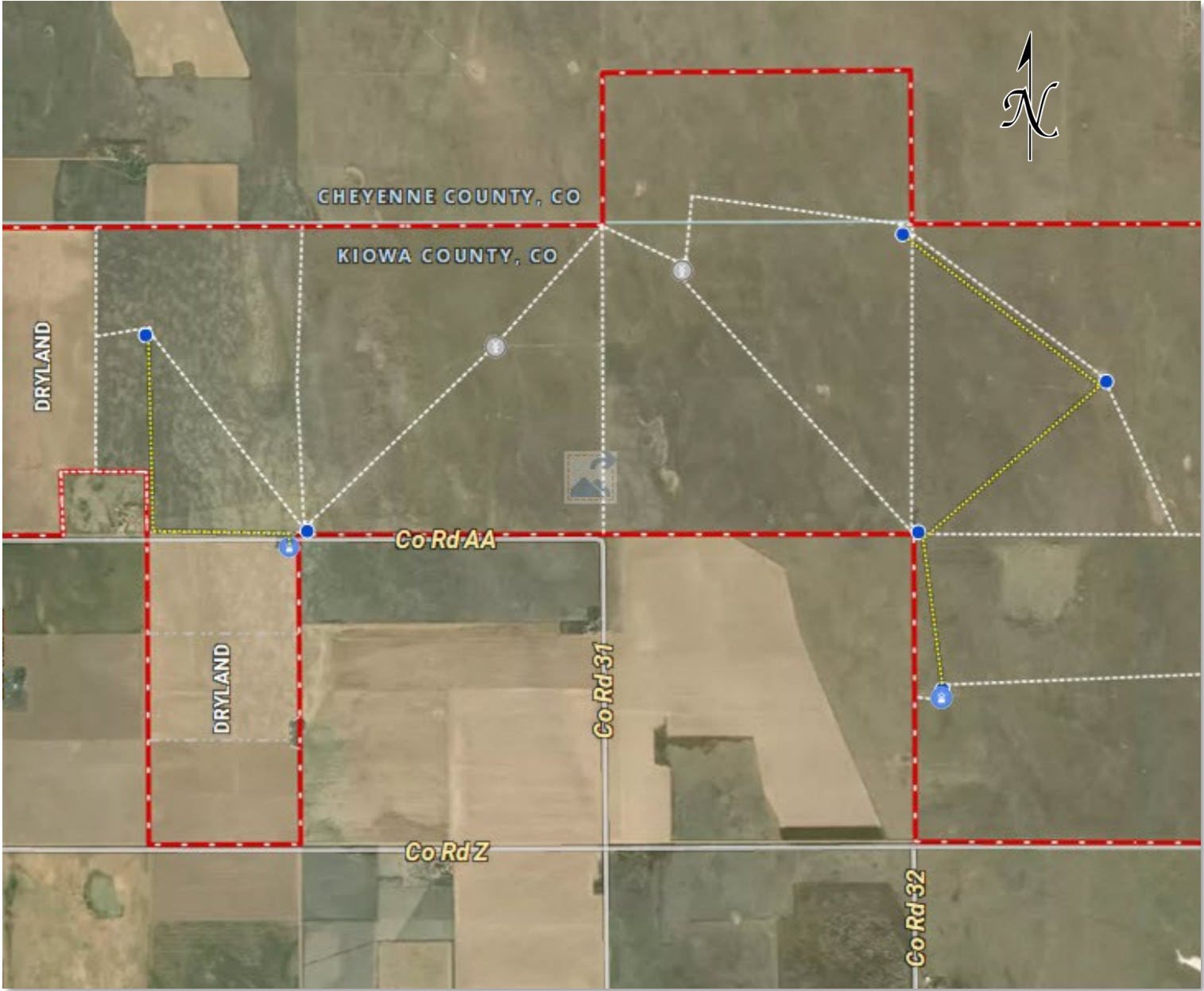
Colorado Parks & Wildlife Walk-In Hunting Agreement:

See Parcels #3A & #3B. 2026 estimated prorated payment to Buyer(s): \$1,015.79.

Comments:

See Parcels #3A & #3B.





Single Unit Information



**Single
Unit**

Legal Description:

See Parcels #1A, #1B, #2A, #2B, #3A, and #3B.

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

Acreage:

3,270.7± Ac Grass

506.5± Ac Dryland

36.1± Ac Roads

3,813.3± TOTAL

Land Tenure:

See Parcels #3A and #3B.

Taxes:

2024 real estate taxes paid in 2025 were: \$2,696.00.

FSA Information:

See Parcels #1A, #1B, #2A, #2B, #3A, and #3B. October 2026 payments to Buyer(s): \$49,061.00.

37.07 ac wheat; 133.20 ac corn; 185.13 ac sorghum.

Colorado Parks & Wildlife Walk-In Hunting Agreement:

See Parcels #1A, #1B, #2A, #2B, #3A, and #3B. 2026 estimated prorated payment to Buyer(s): \$7,576.00.

Livestock Water:

See Parcels #1A, #1B, #2A, and #2B.

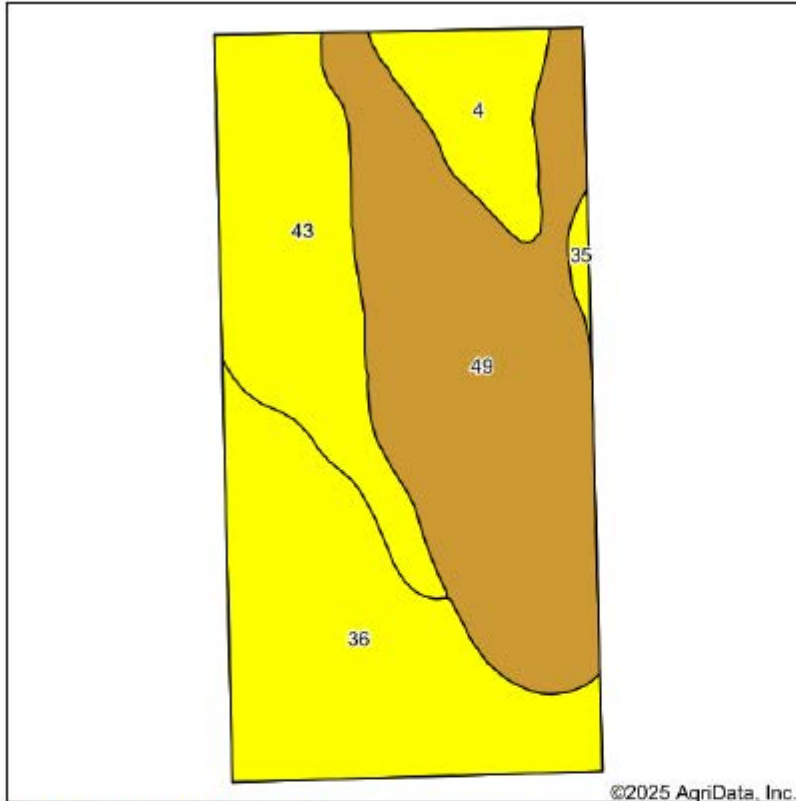
Comments:

Parcels #1A, #1B, #2A, #2B, #3A, and #3B.



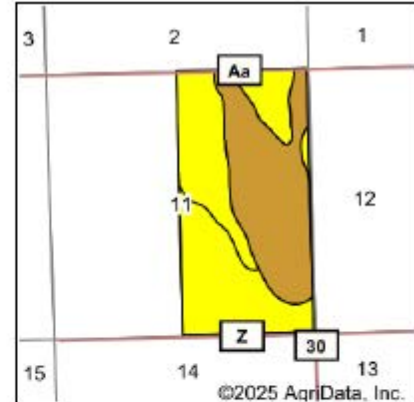
Parcel #3A

Soils Map



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Soils data provided by USDA and NRCS.



State: Colorado
County: Kiowa
Location: 11-17S-50W
Township: Eads
Acres: 318
Date: 9/24/2025

Maps Provided By:
surety
CUSTOMER ONLINE MAPPING
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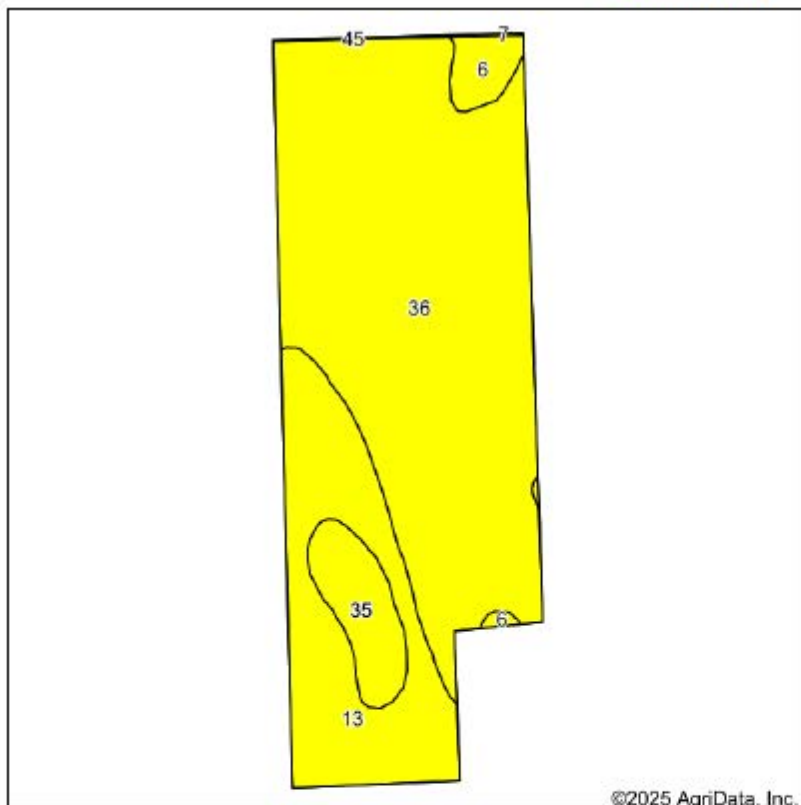


Area Symbol: C0061, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
49	Valent-Bijou loamy sands, 1 to 12 percent slopes	129.01	40.6%		Ve
36	Sundance-Fort Collins complex, 0 to 2 percent slopes	93.73	29.5%		IVe
43	Olney sandy loam, 0 to 3 percent slopes	67.20	21.1%		IVc
4	Baca-Wiley complex, 0 to 2 percent slopes	25.68	8.1%		IVe
35	Sundance loamy sand, 0 to 3 percent slopes	2.38	0.7%		IVe
Weighted Average					4.41

Soils Map

**Parcel
#3B**



Soils data provided by USDA and NRCS.



State: Colorado
County: Kiowa
Location: 2-17S-50W
Township: Eads
Acres: 197
Date: 9/24/2025

Maps Provided By
surety
CUSTOMIZED ONLINE MAPPING
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Area Symbol: CO017, Soil Area Version: 26
Area Symbol: CO061, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
36	Sundance-Fort Collins complex, 0 to 2 percent slopes	134.55	68.3%		I/Ve
13	Fort Collins sandy loam, 0 to 3 percent slopes	44.58	22.6%		I/Ve
35	Sundance loamy sand, 0 to 3 percent slopes	11.79	6.0%		I/Ve
6	Bijou loamy sand, 0 to 2 percent slopes	5.59	2.8%		I/Ve
45	Sundance loamy sand, 0 to 3 percent slopes	0.30	0.2%		I/Ve
7	Bijou loamy sand, 0 to 3 percent slopes	0.19	0.1%		I/Ve
Weighted Average					4.00



**Parcel
#1A**

Well Installation #126956

PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT		For Office Use Only	
Permit No. GWS-32 10/2016	State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 www.water.state.co.us and dwrpermitsonline@state.co.us		
1. Well Permit Number: 126956		Receipt Number: 0227973	
2. Owner's Well Designation:			
3. Well Owner Name: EWK Trust Co, C/O Mark Kelley, 14368 CR 53, Arapahoe, CO 80802-9737			
4. Well Location Street Address:			
5. GPS Well Location: ☐ Zone 12 ☒ Zone 13 Easting: 680124 Northing: 4273641 County: Kiowa			
6. Legal Well Location: <u>nw</u> 1/4, <u>sw</u> 1/4, Sec. <u>8</u> Twp. <u>17</u> ☐ N or S ☒ E or W ☒ Distances from Section Lines: _____ ft. from ☒ N or S ☐ sec. line, and _____ ft. from ☒ E or W ☐ sec. line Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____			
7. Check Installation Type: ☐ Initial Pump Installation ☒ Replacement Pump ☐ Change in Depth Only ☐ Repair			
8. Pump Data: Type: Submersible Date Installed(mm/dd/yyyy): 08/22/2024 Pump Manufacturer: Goulds Pump Model No. 10GS05-412 Design GPM: 10 at RPM 3450 HP .5 Volts 230 Full Load Amps 5 Pump Intake Depth: 45 Feet, Drop/Column Pipe Size Inches, 1.25 Kind of Drop Pipe Sch 80 PVC Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: ☐ Electric ☐ Engine ☐ Other _____ Design Head: _____ feet Number of Stages: _____ Shaft size: _____ inches			
9. Other Equipment: Airline Installed: ☐ Yes ☒ No, Orifice Depth ft. _____ Monitor Tube Installed: ☐ Yes ☒ No, Depth ft. _____ Flow Meter Mfg. _____ Meter Serial No. _____ Meter Readout: ☐ Gallons, ☐ Thousand Gallons, ☐ Acre feet Beginning Reading: _____			
10. Cistern Information: Material: _____ Capacity: _____ gallons Date Installed: _____			
11. Production Equipment Test Data: ☐ check box if data is submitted on Form Number GWS-39 Well Yield Test Report. Date: 8/22/24 Total Well Depth: 46 ft. Time: 13:00 Static Level: 28 ft. Rate (gpm): 15 Date Measured: 08/22/2024 Pumping Level (ft): _____			
12. Disinfection: Type: Clorox Amt. Used: 1qt			
13. Notification: Was Advanced Notification Required Prior to Installation? ☐ Yes ☒ No, Date Notification Given: _____			
14. Water Quality analysis available: ☐ Yes ☒ No If yes, please submit with this report.			
15. Remarks: Invoice #18194			
16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.			
Company Name: Kemp's Well Service		Email: kws@rebeltec.net	Phone w/area code: (719) 767-5722
License Number: 859			
Mailing Address: P.O. Box 414 Cheyenne Wells, CO 80810			
Sign (or enter name if filing online) George Kemp		Print Name and Title George Kemp, Owner	Date: 09/11/2024



CRP Grasslands Contract #11033A

Page 1 of 1

CRP-1 (05-05-25)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 08 061	2. SIGN-UP NUMBER 200
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11033A	4. ACRES FOR ENROLLMENT 2,246.60
		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2016 TO: (MM-DD-YYYY) 09-30-2031	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) KIOWA COUNTY FARM SERVICE AGENCY PO BOX 188 EADS, CO81036-0188		6. TRACT NUMBER 2008	8. SIGNUP TYPE: Grasslands
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (719) 438-5851 x2			

INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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	\$ 15.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 33,699.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	2008	1	CP88	2,246.60	\$ 22,466.00
(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) BOX 'E' LLC MARK KELLEY 14366 COUNTY ROAD 53 ARAPAHOE, CO80802-9737	(2) SHARE 100.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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NOTE: Privacy Act Statement: 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), the American Relief Act, 2025 (Pub. L. 118-158), 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).

Non-Discrimination Statement: 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, 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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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 <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> 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, Mail Stop 9410, 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.

Date Printed: 06/24/2025

This form is available electronically.

CRP-1 (07-23-10) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.	1. ST. & CO. CODE & ADMIN. LOCATION 08061	2. SIGN-UP NUMBER 200
	3. CONTRACT NUMBER 11033A	4. ACRES FOR ENROLLMENT 2,246.60 ✓
7. COUNTY OFFICE ADDRESS (Include Zip Code): KIOWA COUNTY FARM SERVICE AGENCY 409 E. LOWELL EADS, CO 81036	5. FARM NUMBER 0004427 4771Cg	6. TRACT NUMBER(S) 0002008
	8. OFFER (Select one) GENERAL ☐ ENVIRONMENTAL PRIORITY ☒	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-1-16 TO: (MM-DD-YYYY) 9-30-3231
TELEPHONE NUMBER (Include Area Code): (719)438-5851		

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection.

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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$15.00	11. Identification of CRP Land (See Page 2 for additional space)
B. Annual Contract Payment \$33699	A. Tract No. 0002008
C. First Year Payment	B. Field No. 0001
	C. Practice No. CP88
	D. Acres 2,246.60
	E. Total Estimated Cost-Share \$22466.00
(Item 10C applicable only to continuous signup when the first year payment is prorated.)	

12. PARTICIPANTS		
A PARTICIPANT'S NAME AND ADDRESS (Zip Code): BOX 'E' LLC 14368 COUNTY ROAD 53 ARAPAHOE, CO 80802-9737	(2) SHARE 100.00 %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE [Signature] DATE (MM-DD-YYYY) 11/18/15 (If more than three individuals are signing, continue on attachment.)
B PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE [Signature] DATE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)
C PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE [Signature] DATE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)
(If more than three individuals are signing, continue on attachment.)		
13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE [Signature]	B. DATE (MM-DD-YYYY) 9-13-16

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, generic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

CRP Grasslands Contract #11034B

Page 1 of 1

CRP-1 (05-05-25) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 08 061		2. SIGN-UP NUMBER 200	
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11034B		4. ACRES FOR ENROLLMENT 1,024.13	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) KIOWA COUNTY FARM SERVICE AGENCY PO BOX 188 EADS, CO81036-0188		6. TRACT NUMBER 7730		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2016 09-30-2031	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (719) 438-5851 x2		8. SIGNUP TYPE: Grasslands			
INSTRUCTIONS: RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.					
<i>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.</i>					
9A. Rental Rate Per Acre \$ 15.00		10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment \$ 15,362.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment \$		7730	1	CP88	1,024.13
(Item 9C is applicable only when the first year payment is prorated.)					\$ 10,241.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)					
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) BOX "B" LLC MARK KELLEY 14368 COUNTY ROAD 53 ARAPAHOE, CO80802-9737		(2) SHARE 100.00 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE			
		B. DATE (MM-DD-YYYY)			
NOTE: Privacy Act Statement: 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), the American Relief Act, 2025 (Pub. L. 118-158), 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).					

Non-Discrimination Statement: 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, 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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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 <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> 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, Mail Stop 9410, 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.

CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO CODE & ADMIN. LOCATION 08 061	2. SIGN-UP NUMBER 200
7A. COUNTY OFFICE ADDRESS (Include Zip Code) KIOWA COUNTY FARM SERVICE AGENCY PO BOX 188 EADS, CO 81036-0188 7B. TELEPHONE NUMBER (Include Area Code): (719) 438-5851	3. CONTRACT NUMBER 11034B 5. FARM NUMBER 4777 8. OFFER (Select one) GENERAL ☐ ENVIRONMENTAL PRIORITY ☒	4. ACRES FOR ENROLLMENT 1,024.13 6. TRACT NUMBER(S) 7730 9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2016 TO: (MM-DD-YYYY) 09-30-2031

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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre \$ 15.00	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment \$ 15,362	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment \$	7730	1	CP88	1,024.13	\$ 10,241
(Item 10C applicable only to continuous signup when the first year payment is prorated.)					

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

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): BOX 'E' LLC MARK KELLEY 14368 COUNTY ROAD 53 ARAPAHOE, CO 80802-9737	(2) SHARE 100.00%	(3) SIGNATURE x Attached	(4) DATE (MM-DD-YYYY) x
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
------------------	------------------------------------	----------------------

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 7 CFR Part 1410, 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.), and the Agricultural Act of 2014 (Pub. L. 113-79). 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.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). 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.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original – County Office Copy

☐ Owner's Copy

☐ Operator's Copy

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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre		\$ 15.00	11. Identification of CRP Land (See Page 2 for additional space)		
10B. Annual Contract Payment	\$ 15,362	A. Tract No.	B. Field No.	C. Practice No.	D. Acres
10C. First Year Payment	\$	7730	1	CP88	1,024.13
(Item 10C applicable only to continuous signup when the first year payment is prorated.)					\$ 10,241

12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)					
A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)	
MARK KELLEY BOX 'E' LLC 14368 COUNTY ROAD 53 ARAPAHOE, CO 80802-9737		100.00%	<i>Mark Kelley</i>	7/9/19	
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)	
		%			
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)	
		%			
13. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE		B. DATE (MM-DD-YYYY)	
		<i>[Signature]</i>		7-23-19	

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 7 CFR Part 1410, 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.), and the Agricultural Act of 2014 (Pub. L. 113-79). 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.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). 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.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.), please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy

JUL 10 2019

CPW Walk-In Hunting Agreement

Landowner License Agreement WIA

Sent 9/4/25

Indicate Access Dates:

OPEN: 09/01/2025



11/8/2025 ☐

CLOSE: 02/28/2026



03/31/2026 ☐

WALK-IN ACCESS PROGRAM LICENSE AGREEMENT

between Colorado Parks and Wildlife and:

Box E LLC - Mark Kelly (Landowner, please print)

(Address) 14362 CR 53 A Lapahoe, CO 80802 (phone #) 719-77-5942

Indicate location(s) of proposed parcels on plat map. The Colorado Parks and Wildlife reserves the right to accept or reject any or all of the fields described below based on their assessment of whether the cover in each field meets the criteria established in the Landowner License Agreement and WIA Specifications.

	ACRES	COVER ¹	LEGAL DESC.	RENEWAL	Big Game
FIELD 1:	<u>7788</u>	<u>Rough/crop</u>	<u>T17-650-12</u>	<u>Y</u>	<u>Y</u>
FIELD 2:			<u>58 11</u>		
FIELD 3:			<u>T17-441-56, 8</u>		
FIELD 4:			<u>T16 R 41-56 31</u>		
FIELD 5:					
FIELD 6:					
FIELD 7:					
FIELD 8:					
FIELD 9:					

CPW USE ONLY

A R RATE:

☒	☐	<u>82/AC</u>
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Total

Acres: 3788 \$: 7576

¹ Fill in cover as CRP, wheat stubble, stripped wheat, food plots, corn stalks, creek bottom...

For payment to be made by CPW, the Landowner agrees that the Colorado Parks and Wildlife holds an exclusive lease on the accepted properties for small game hunting and big game hunting if applicable; to allow walk-in access on the parcels described above to properly licensed hunters for small game, waterfowl, and big game hunting beginning September 1, and continuing through small game (end of February), waterfowl (March 31), and big game (December 31); and to forbear from disturbing or materially altering wildlife habitat (cover) on these parcels in the interval between signing this license agreement and January 31, 2026. Big Game hunting access will end on December 31, 2025. Prohibited disturbances/alterations include, but are not limited to, mowing, haying, grazing, burning, or disking. Landowner also agrees to allow the above parcels to be posted as being open to public Walk-in Access hunting and their locations being identified in a published atlas, digitally, and to allow reasonable provisions for parking where necessary. It is the intent of the Parties that the Landowner enjoy the liability limitations of sections 33-41-101 et seq, C.R.S. (private landowners providing public recreation have limited immunity from liability). Landowner acknowledges that participation in the Walk-in Access Program does not otherwise confer any protection or "insurance" for the Landowner's person or property, nor protection from liability to others. This license agreement may be terminated by either party upon giving written notice.

Landowner

Date

Colorado Parks and Wildlife

Date

White copy to CPW Program Coordinator
Yellow copy to ATB or DWM
Pink copy to Landowner

Exhibit C – Specifications, Rates and Landowner Information

1) Documentation of participating landowners and properties:

- Landowner license agreements are not effective, nor are properties enrolled in the Walk-In Access Program until approved by an authorized Division of Parks and Wildlife (CPW) representative.
- Separate license agreements will not be executed for separate parcels owned by a single landowner (unless landowner owns land in several different counties).
- By applying for Walk-In Access, the landowner is acknowledging that CPW may accept all, none, or some of the fields listed, independently of other fields.
- Landowners must apply for Walk-In within the designated enrollment period.
- Land is accepted into Walk-In is solely based on habitat quality. Fields are not accepted on a first-come basis.

2) Signing properties:

- If desired by landowner, locations of signs can be indicated on plat maps attached to the LANDOWNER LICENSE AGREEMENT.
- Existing "No Hunting," "No Trespassing" or other types of signs on enrolled parcels that are in direct conflict to Walk-In Property signs, **MUST BE REMOVED BY THE LANDOWNER, immediately upon acceptance into the Walk-In Access Program.**
- Walk-In Signs must be placed by 8/25/2025 (Regular Access Period), 11/1/2025 (Late or Extended Access Period). Signs must remain standing through the designated access period.
- Signs must be removed from all cropland acres (crop stubble) by 3/31/2026.

3) Payment:

- Payment will be made based on the total acreage enrolled in the program by each landowner as follows:

Type:	PMT Rate (up to)
• Sand sage & cholla grasslands, wheat stubble >15", general CRP <15", other lands	\$1.00/a
• Switchgrass and other tallgrass CRP	\$2.50-5.00/a
• Switchgrass and other tallgrass Pivot sprinkler corners	\$10-12.00/a
• Corners for Conservation Parcels	\$20.00/a
• Dove Parcels (homesteads or windmills)	\$300/site
• Goose Fields (irrigated corn stubble, green wheat, other suitable fields)	\$12.00/a
• River Access for waterfowl hunting	\$750.00/300yds
• Riparian Areas	\$10/acre
• Pond Access for waterfowl hunting (1- 5 surface acres)	\$200.00/acre
• Access for pronghorn, deer and elk (plus base cover for small game)	\$1.00/acre
• Habitat suitable for pronghorn only (shortgrass or winter wheat with no base cover payment)	\$0.50/acre

- Payments will be processed by CPW no later than February 20, 2026 for payment.

4) Access Provisions:

- Properties enrolled in the walk-in access program will be available for foot access only to all properly licensed small game hunters. CPW shall hold an exclusive lease for small & big game (if applicable) hunting during the access period.
- Public Access guidelines:
 - On small game only properties, access for hunting other species such as deer or pronghorn or for other purposes will be entirely at landowner discretion.
 - Properties enrolled in the big game access, including those that qualify for pronghorn-only payment, will be open for pronghorn, deer and elk hunting to properly licensed hunters within designated season dates for the respective species and game management unit.
- Access will extend from September 1, 2025, or November 8, 2025 as indicated on the Landowner License Agreement, through February 28 or March 31, 2026.
- Landowner access to these properties for non-hunting purposes shall not be deemed restricted in any way by this agreement. Accepted lands will be subject to CPW regulations.

5) Cover Requirements:

- Grass, weeds, wheat stubble or other vegetation in/on enrolled fields shall not be disturbed by any actions of the landowner(s) or agents of the landowner from the signing date of this agreement through January 31, 2026. This includes, but is not limited to: disking, undercutting, mowing, plowing, burning, haying, or grazing. It is expected that rangelands will be grazed during the access period.
- At the discretion of the CPW, payments may be denied, in whole or in part, or pro-rated for the number of acres disturbed and date of disturbance, for any disturbance of vegetation on enrolled properties. Such disturbances include, but are not limited to: disking, undercutting, mowing, plowing, burning, haying, grazing, sign removal and spraying, or written notification of agreement cancellation by the landowner.
- The landowner will not be penalized for acts of God (such as hail, snow, wind, floods, etc.) that diminish cover value during, or prior to, the access period.

CASH FARM LEASE

This lease is entered into this 13 day of March, 2018.

Between Box "E" LLC, hereinafter referred to as "Landlord" and Brad Buck, hereinafter referred to as "Tenant".

DESCRIPTION OF PROPERTY: The Landlord hereby leases to the Tenant, to occupy and use for agricultural purposes the following described property, located in Kiowa County, State of Colorado:

E ½ of Section 11 tract 7327 consisting of **159.46** acres; **NE ¼ of Section 11** tract 7327 consisting of **152** acres; and **W ½ of Section 2** tract 6783 consisting of **194.98** acres. The **total lease acres is 506** more or less, with all rights thereto appertaining except as otherwise specified. (Information per FSA Farm #4128 dated 3/12/18)

TERM OF LEASE: This lease shall be for a period of 1 Year commencing 1-1-2018. And ending 12-31-2018. This lease shall continue in effect from year to year thereafter, upon the same terms and conditions, until terminated by either party, not less than 2 months prior to expiration of any term thereof. Written notice of termination shall be given to the other party at the addresses set forth below.

RENTAL RATES AND ARRANGEMENTS:

1. The tenant agrees to use and farm the farmland and to pay a cash lease of \$34.00 dollars per acre. Payments to the Landlord will be paid as follows:

1/2 April 1st and 1/2 October 1st of each year. Each payment amount of \$8,602.00. Total yearly lease amount for one year would equal \$17,204.00. 152 acres x \$34/acre.

2. The Tenant agrees that he will maintain the farm in as good condition and repair as the farm was at the beginning of the tenancy, or as later improved, normal wear and depreciation from causes beyond the Tenant's control excepted.
3. The Landlord agrees that the Tenant shall be entitled to the government payments during the entire term of this lease.

BINDING EFFECT: The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both the Landlord and Tenant in like manner as to the original parties.

IN WITNESS WHEREOF: The parties have signed this lease 13 day of March, 2018.

LANDLORD (S):

Mark Kelley (Manager)
Mark Kelley, Manager for Box "E" LLC
14368 Co Rd 53, Arapahoe, CO 80802
EIN #: 46-4404426

TENANT (S):

Brad Buck
Brad Buck
19990 Co Rd 31, Eads, CO 81036

WRITTEN FARM LEASE TERMINATION NOTICE

Brad Buck
19990 Co Rd 31
Eads, CO 81036

Dear Brad,

This notice is to inform you of our property sale described as:

E1/2 of Section 11 tract 7327 consisting of 159.46 acres; NE1/4 of Section 11 tract 7327 consisting of 152 acres; and W1/2 of Section 2 tract 6783 consisting of 194.98 acres. The total lease acres is 506 more or less, with all rights thereto appertaining except as otherwise specified. (Information per FSA Farm #4128 dated 3/12/18)

which you have been currently leasing from Box "E" LLC.

This notice is to serve termination of the current written farm lease on the above described property and possession of said property is as follows:

- 1.) Possession of the planted corn crop in to be relinquished upon 2025 harvest.
- 2.) Possession of the crop to be planted fall of 2025 to be relinquished upon 2026 harvest.

Thank you for working with us.

Dated: August 20, 2025

Landlord: Box "E" LLC

By: Mark Kelley (Manager)
Mark Kelley, Manager

Received by Tenant:

Brad Buck
Brad Buck

On-Site Well Agreement

282959

Page 1 of 4

Requested By: Mark & Julie Kelley

Kiowa County, CO

Delisa L. Weeks, Recorder

12-05-2018 01:27 PM Recording Fee \$28.00

WELL AND WATER LICENCE AGREEMENT WITH EASEMENT

THIS WELL AND LICENCE AGREEMENT WITH EASEMENT (hereinafter referred to as "Agreement") is entered into this 5th day of December, 2018 by and between **BOX "E" LLC**, hereinafter referred to as "Grantors", and **BLAYNE BATTERTON**, hereinafter referred to as "Grantee"

RECITALS

The following recitals of fact are a material part of this Agreement:

- A. Grantors are the owners of a water well located in Section 2, Township 17 South, Range 50 West of the 6th P.M., in Kiowa County, Colorado (hereinafter referred to as the "Well Parcel").
- B. The well referenced in Recital A above together with the pump, casing, pressure tank, pipes, well water service lines, filters and wiring (hereinafter referred to as the "Well"), supplies water through an existing transportation system that consists of pipelines that run in a Northerly direction from the Well located in Section 2, Township 17 South, Range 50 West and continuing North along the Western boundary of Grantor's property located in Section 1, Township 17 South, Range 50 West, all located in Kiowa County, Colorado, and then continuing North along said boundary, then into Section 31, Township 16 South, Range 49 West, Cheyenne County, Colorado, to property owned by Batterton wherein it services certain domestic or household uses and stock tanks located in Sections 29, 30, 31, and 32, Township 16 South, Range 49 West and Sections 25 and 26, Township 16 South, Range 50 West of the 6th P.M., located in Cheyenne County, Colorado.
- C. Grantors desire to provide and Grantee desires to use water from said well for livestock watering and domestic or household purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the following covenants, conditions, easements, restrictions, and obligations are made:

1. **CONSIDERATION.** In consideration of One Thousand Five Hundred United States Dollars (\$1,500.00) to be paid as provided herein by Grantee to Grantors, Grantors agree to convey to Grantee the right to receive, use, and enjoy the water from the well in such quantities as may be necessary for livestock watering and domestic purposes along the existing pipelines and into the existing tanks on property owned by Grantee now appurtenant to the property.
2. **NO WARRANTY.** Grantee acknowledges and agrees that Grantors do not warrant either the quality or quantity of water which may be pumped by Grantee from the well. Further, if for any reason the well should dry-up or be unable to produce a sufficient volume of water to adequately supply the pipeline and water usage in question, then the obligation of Grantors to supply water to Grantee shall cease and this Agreement shall terminate unless otherwise agreed by the parties.

3. **USE OF WATER.** Grantee warrants and agrees that he will reasonably use the water that he is allowed under this Agreement, that he will not waste the water in any way, and should any portion of the well or pipeline system be damaged so that water is being wasted or lost, Grantee will take immediate efforts to stop the waste of water and to repair the problem. Grantors shall have the right to inspect that portion of the pipeline system upon Grantee's property upon reasonable notice.
4. **TERM OF LICENCE.** This Agreement shall be enforceable until December 31, 2018. Grantee shall make payment of \$1500.00 consideration for this license agreement on or before December 31, 2018. This license agreement shall be an annual license agreement subject to renewal for an additional term upon the mutual agreement of the parties. Grantee shall contact Grantors no later than December 1, 2018 indicating his willingness to enter into another annual license agreement for 2019. Should parties be able to agree upon the terms, then the agreement of the parties in this regard will continue. If the parties are not able to agree upon terms, then the license agreement and the right to use the water shall cease.
5. **COSTS OF REPAIRS AND MAINTENANCE.** Grantee agrees to provide and pay for all equipment and materials in connection with the pumping, production, and transportation of the water and shall otherwise be solely responsible for all maintenance and repairs of said pipeline. In addition, should the pump need maintenance and repair, Grantee shall be responsible for this as well. The parties acknowledge that the electricity for the well is metered and Grantee shall place the meter in his name and will pay all electrical costs.
- Grantors acknowledge that should Grantee make improvements to the well located upon Grantee's property, and should this license be terminated before the expiration of five (5) years from the date of said improvement made to the well, then Grantors will agree to compensate Grantees for the pro rata cost of said improvements based on a five year pro rata schedule. For example and by way of illustration, should Grantee make a repair to the well system which cost \$1,000.00, in year one, and should Grantors renew the license for four years but not for year five (5), then Grantee would be entitled to a reimbursement of 1/5 of his expense, or \$200.00.
6. **GRANTED EASEMENT.** Grantors hereby grant to Grantee, his personal representatives, heirs, agents, employees, successors and assigns, a non-exclusive easement over and across the property of Grantors for the sole purpose of using, making repairs, and maintaining the well and water service lines pursuant to this Agreement.
7. **ENJOYMENT OF EASEMENT RESTORATION.** In using the granted easement pursuant to paragraph 6 above, Grantee shall take all reasonable measures to avoid or minimize any interference with the use and enjoyment of the real property owned by Grantors and any of their agents, guests, invitees, heirs and assigns. In repairing or maintaining the well or water lines, Grantee shall take all reasonable steps to avoid any physical harm or damage and minimize the disturbance to existing trees, vegetation, or shrubbery. Furthermore, following any maintenance, repair, or replacement, Grantee shall restore any affected areas within the granted easement or elsewhere to substantially the same condition in which they existed immediately prior to the subject work.
8. **DEFAULT.** Time is of the essence hereof, and if any obligation hereunder is not performed as herein provided then the non-defaulting party shall have available the remedies listed herein. Each party shall have available to them against a defaulting party any and all remedies, either at

law or in equity, including an action for specific performance or damages, or both. In the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expenses, including attorney fees.

9. **BINDING AGREEMENT.** This Agreement shall be binding upon the respective heirs, successors, personal representatives, and assigns of each party. This license agreement is personal to the Grantee, and may not be assigned by the Grantee without the express, written consent of Grantors.
10. **LAW APPLICABLE.** This Agreement is intended to be performed in the State of Colorado and shall be construed and enforced in every respect in accordance with the laws of that state.
11. **EXECUTION.** Any copies of this Agreement which shall be executed shall be deemed an original.
12. **GRANTORS' RIGHT TO USE SUBJECT WELL.** If in the future, wells owned by the Grantors should fail to produce sufficient water for Grantors' needs, then Grantors shall have the right to connect on to the subject well for those purposes. If, under these circumstances, the well cannot produce a sufficient volume of water to adequately supply both Grantors' needs and Grantee's needs, then Grantors shall have the option of immediately terminating this License Agreement and returning a pro rata portion of the consideration paid by Grantee.
13. **MERGER.** This Agreement replaces any and all previously existing agreements between the parties, whether oral or in writing in nature.

IN WITNESS WHEREOF, the parties have duly executed this agreement the date set forth above.


BOX "E" LLC, Grantor


BLAYNE BATTERTON, Grantee

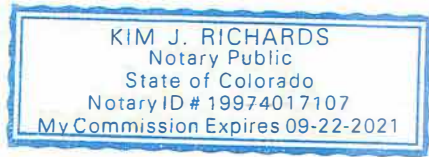

BOX "E" LLC, Grantor

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December , 2018,
by LaVerle S. Kelley as Member-Manager of **BOX "E" LLC**, and Mark Kelley,
as Manager of BOX "E" LLC.

Witness my hand and official seal.

My commission expires 09-22-2021



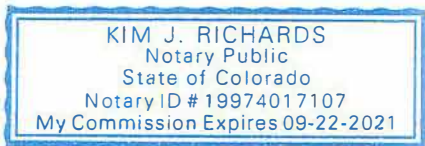
Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December , 2018,
by **BLAYNE BATTERTON**

Witness my hand and official seal.

My commission expires 09-22-2021



Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

Off-Site Well Agreement

282958

Page 1 of 3

Requested By: Mark & Julie Kelley

Kiowa County, CO

Delisa L. Weeks, Recorder

12-05-2018 01:21 PM Recording Fee \$23.00

WELL AND WATER LICENCE AGREEMENT WITH EASEMENT

THIS WELL AND LICENCE AGREEMENT WITH EASEMENT (hereinafter referred to as "Agreement") is entered into this 5th day of December, 2018 by and between **BOX "E" LLC**, hereinafter referred to as "Grantors", and **BRANDEN DUNLAP**, hereinafter referred to as "Grantee"

RECITALS

The following recitals of fact are a material part of this Agreement:

- A. Grantors are the owners of a water well located in Section 11, Township 17 South, Range 50 West of the 6th P.M., in Kiowa County, Colorado (hereinafter referred to as the "Well Parcel").
- B. The well referenced in Recital A above together with the pump, casing, pressure tank, pipes, well water service lines, filters and wiring (hereinafter referred to as the "Well"), supplies water through an existing transportation system that consists of pipelines that run in a Westerly direction from the Well located in Section 11, Township 17 South, Range 50 West, running to a home that is owned by Grantee located in a portion of Section 2, Township 17 South, Range 50 West of the 6th P.M., said well also providing water for five livestock tanks and two hydrants located upon land owned by Grantors.
- C. Grantors desire to provide and Grantee desires to use water from said well exclusively for household purposes, and Grantors desire to continue to use water from the well for livestock watering purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the following covenants, conditions, easements, restrictions, and obligations are made:

1. **CONSIDERATION.** In Consideration of Five Hundred United States Dollars (\$500.00) to be paid herein by Grantee to Grantors, Grantors agree to convey to Grantee the right to receive, use, and enjoy the water from the well in such quantities as may be necessary for livestock watering and domestic purposes along the existing pipelines and into existing tanks on property owned by Grantee now appurtenant to the property.
2. **NO WARRANTY.** Grantee acknowledges and agrees that Grantors do not warrant either the quality or quantity of water which may be pumped by Grantee from the well. Further, if for any reason the well should dry-up or be unable to produce a sufficient volume of water to adequately supply the pipeline and water usage in question, then the obligation of Grantors to supply water to Grantee shall cease and this Agreement shall terminate unless otherwise agreed by the parties.
3. **USE OF WATER.** Grantee warrants and agrees that he will reasonably use the water that he is allowed under this Agreement, that he will not waste the water in any way, and should any portion of the well or pipeline system be damaged so that water is being wasted or lost, Grantee will take immediate efforts to stop the waste of water and to repair the problem.

Grantors shall have the right to inspect that portion of the pipeline system upon Grantee's property upon reasonable notice.

4. **TERM OF LICENCE.** This Agreement shall be enforceable until December 31, 2018. Grantee shall make payment of \$500.00 consideration for this license agreement on or before December 31, 2018. This license agreement shall be an annual license agreement subject to renewal for an additional term upon the mutual agreement of the parties. Grantee shall contact Grantors no later than December 1, 2018 indicating his willingness to enter into another annual license agreement for 2019. Should parties be able to agree upon the terms, then the agreement of the parties in this regard will continue. If the parties are not able to agree upon terms, then the license agreement and the right to use the water shall cease.
5. **COSTS OF REPAIRS AND MAINTENANCE.** The Grantors acknowledge that they will be responsible to provide and pay for all equipment and materials in connection with the pumping, production, and transportation of the water located on Grantor's property and shall otherwise be solely responsible for all maintenance and repairs of the pipeline that is on Grantors' property. In turn, Grantee shall be responsible for the pipeline that underlies his property, and for all pumping or production components that are on Grantee's property.
6. **DEFAULT.** Time is of the essence hereof, and if any obligation hereunder is not performed as herein provided then the non-defaulting party shall have available the remedies listed herein. Each party shall have available to them against a defaulting party any and all remedies, either at law or in equity, including an action for specific performance or damages, or both. In the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expenses, including attorney fees.
7. **BINDING AGREEMENT.** This Agreement shall be binding upon the respective heirs, successors, personal representatives, and assigns of each party. This license agreement is personal to the Grantee, and may not be assigned by the Grantee without the express, written consent of Grantors.
8. **LAW APPLICABLE.** This Agreement is intended to be performed in the State of Colorado and shall be construed and enforced in every respect in accordance with the laws of that state.
9. **EXECUTION.** Any copies of this Agreement which shall be executed shall be deemed an original.
10. **GRANTORS' RIGHT TO USE SUBJECT WELL.** If in the future, wells owned by the Grantors and located on Section 1 or Section 8 of Township 17 South, Range 50 West of the 6th P.M., should fail to produce sufficient water for Grantors' needs, then Grantors shall have the right to connect on to the subject well for those purposes. If, under these circumstances, the well cannot produce a sufficient volume of water to adequately supply both Grantors' needs and Grantee's needs, then Grantors shall have the option of immediately terminating this License Agreement and returning a pro rata portion of the consideration paid by Grantee.
11. **MERGER.** This Agreement replaces any and all previously existing agreements between the parties, whether oral or in writing in nature.

IN WITNESS WHEREOF, the parties have duly executed this agreement the date set forth above.

LaVerle S. Kelley MBR
BOX "E" LLC, Grantor
Mark Kelley (Manager)
BOX "E" LLC, Grantor

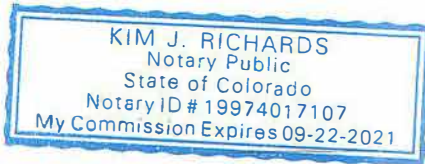
Branden Dunlap
BRANDEN DUNLAP, Grantee

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by LaVerle S. Kelley as Member-Manager of **BOX "E" LLC**, and Mark Kelley, as
Manager of **BOX "E" LLC**.

Witness my hand and official seal.

My commission expires 09-22-2021



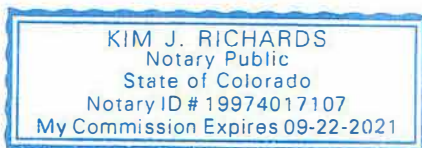
Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by **BRANDEN DUNLAP**

Witness my hand and official seal.

My commission expires 09-22-2021



Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads

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: October 22, 2025

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 Kiowa & Cheyenne, Colorado (insert legal description):

Legal Description of Parcel __ as described in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.

known as: n/a
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**:

As stated in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.

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:

n/a

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 [As stated in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.](#)

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 [Water Rights as stated in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.](#)

78
79 ~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

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

82
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 [As stated in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.](#)

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 As stated in Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.
 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	n/a
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	October 22, 2025
4	§ 8	Record Title Objection Deadline	n/a
5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	n/a
7	§ 8	Title Resolution Deadline	n/a
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	n/a
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	n/a
35	§ 10	Due Diligence Documents Objection Deadline	n/a
36	§ 10	Due Diligence Documents Resolution Deadline	n/a
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a

40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	On or before November 21, 2025
44	§ 17	Possession Date	See Due Diligence Packet
45	§ 17	Possession Time	5:00 pm MT
46	§ 27	Acceptance Deadline Date	See Due Diligence Packet
47	§ 27	Acceptance Deadline Time	5:00 pm MT

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

~~The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.~~

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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	\$ Successful Bid	
2	§ 4.3.	Earnest Money		\$15% of Successful Bid
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		\$ Successful Bid Less 15%
10		TOTAL	\$ Successful Bid	\$ Successful Bid

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

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a personal/busn/corp check, wire will be payable to and held by Reck Agri Realty & Auction (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado

residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

4.3.2. ~~Disposition of Earnest Money.~~ If Buyer has a Right to Terminate and timely terminates, Buyer is entitled 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 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release 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 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

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

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

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

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

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

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

4.5. New Loan. (Omitted as inapplicable)

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

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

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

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

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

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

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

4.7. ~~Seller or Private Financing.~~ (Omitted as inapplicable)

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

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

~~4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

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

TRANSACTION PROVISIONS

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

~~5.1. **New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more 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 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.~~

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

~~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 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit 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 satisfactory to Buyer, in Buyer's sole subjective discretion.~~

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

~~5.3. **Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in 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 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 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.~~

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

6. APPRAISAL PROVISIONS.

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

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

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

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

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

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

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting); beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

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

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

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

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

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

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

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

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for 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~~

required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, 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 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

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

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: [n/a](#).

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

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

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

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

476
477
478
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**).

499

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):

550
551
552
553 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
554 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
555 Buyer on or before **Due Diligence Documents Delivery Deadline**.

556 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
557 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
558 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

559 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of
560 its name or title).

561 **10.6.1.5. Septic Use Permit.**

562
563 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
564 of the following:

565 ☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
566 Property;

567 ☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

568 ☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
569 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
570 extent now available;

571 ☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

572 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

573 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

574 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
575 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

576 ☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
577 have been made for the past ____ years;

578 ☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
579 not delivered earlier under § 8.3.);

580 ☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
581 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
582 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
583 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
584 Seller;

585 ☐ **10.6.1.6.11.** Any Americans with Disabilities Act reports, studies or surveys concerning the
586 compliance of the Property with said Act;

587 ☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
588 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
589 authorizations, if any; and

590 ☐ **10.6.1.6.13.** Other:

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595
596 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
597 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
598 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

599 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
600 terminated; or

601 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
602 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

603 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
604 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
605 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
606 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
607 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

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

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

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

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

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

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

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

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale 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 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

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

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

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

10.11. Carbon Monoxide Alarms. [Intentionally Deleted—See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted—See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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 mutual agreement of parties.

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 Due Diligence Packet

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 Jr and LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.

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.)

922 [See Exhibit A attached.](#)
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31. OTHER DOCUMENTS.
31.1. Documents Part of Contract. The following documents **are a part** of this Contract:
1.) Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.
2.) Kiowa County Abstract Co. Commitment #1953

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

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944

SIGNATURES

945

Successful Bidder at Jr & LaVerle Kelley
Buyer's Name: Land Auction 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: Reck Agri Realty & Auction
Brokerage Firm's License #: _____
Broker's Name: Marc Reck
Broker's License #: _____

Broker's Signature

Date

Address: 535 E Chestnut St, PO Box 407
Sterling, CO 80751
Phone No.: 970-522-7770
Fax No.: 970-522-7365
Email Address: marcreck@reckagri.com

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: Reck Agri Realty & Auction
Brokerage Firm's License #: _____
Broker's Name: Marc Reck
Broker's License #: _____

Broker's Signature

Date

Address: 535 E Chestnut St, PO Box 407
Sterling, CO 80751

Phone No.:

[970-522-7770](tel:970-522-7770)

Fax No.:

[970-522-7365](tel:970-522-7365)

Email Address:

marcreck@reckagri.com

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified herein at the Jr & LaVerle Kelley Land Auction conducted by Reck Agri Realty & Auction (hereinafter "Auction Company") for the Seller and held October 22, 2025, and in accordance with the terms and conditions of this Specific Performance Contract, the Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed October 10, 2025 (hereinafter DDP), the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the DDP, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the DDP, the DDP, as modified by taped oral statements at the auction shall control.

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

30-3.) On or before the date of the Auction, the Buyer(s) had the opportunity to physically inspected the Property, has acknowledged receipt and review of DDP and has understood and agreed to all 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.) 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:

[Jr & LaVerle Kelley Land Auction](#)

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 October 22, 2025.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On October 22, 2025, Broker provided _____ (Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

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

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

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

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

Buyer: N/A

Buyer's Brokerage Firm: N/A

TITLE COMMITMENT



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Kim Richards
Issuing Office: Kiowa County Abstract Co.
Issuing Office's ALTA® Registry ID: 1172079
Loan ID Number:
Commitment Number: 1953
Property Address:

1. Commitment Date: September 11, 2025 at 4:00 P.M.

2. Policy to be issued:

	Proposed Policy Amount	Premium
(a) 2021 ALTA Owner's Policy Proposed Insured: TBD	\$TBD	\$TBD
(b) 2021 ALTA Loan Policy Proposed Insured:		
(c) Tax Certificate		\$10.00

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:

Box "E" LLC, a Colorado limited liability company

5. The Land is described as follows:

See Sheet Attached

STEWART TITLE GUARANTY COMPANY

By: Kim Richards
Authorized Signatory

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.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
Schedule A-Continue

5. The Land is described as follows:

All of Section Five (5), in Township Seventeen (17) South, Range Forty-nine (49) West of the Sixth Principal Meridian;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), The South East Quarter of the North West Quarter (SE1/4NW1/4), The South Half of the North East Quarter (S1/2NE1/4), The East Half of the South West Quarter (E1/2SW1/4) and The South East Quarter (SE1/4), (also described as All), of Section Six (6), in Township Seventeen (17) South, Range Forty-nine (49) West of the Sixth Principal Meridian;

All of Section Eight (8), in Township Seventeen (17) South, Range Forty-nine (49) West of the Sixth Principal Meridian;

All of Section One (1), in Township Seventeen (17) South, Range Fifty (50) West of the Sixth Principal Meridian;

Lots One (1), Two (2), Three (3) and Four (4), The South Half of the North Half (S1/2N1/2) and The South Half (S1/2), (also described as All), of Section Two (2), in Township Seventeen (17) South, Range Fifty (50) West of the Sixth Principal Meridian; EXCEPT: A tract lying in the S1/2 of Sec. 2, T.17S., R.50W. of the 6th P.M., being more particularly described as follows: Beginning at the Southwest corner of said Sec. 2 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087 and considering the South line of said Sec. 2, (as monumented by a similar rebar and cap at its East end), bearing N.89°51'22"E., with all other bearings contained herein being relative thereto; thence N.89°51'22"E., along the South line of said Sec. 2, a distance of 1198.12 feet to the TRUE POINT OF BEGINNING; thence N.3°01'32"W., 1101.39 feet; thence N.89°51'22"E., 1501.21 feet; thence S.0°00'00"E., 1100.00 feet to a point on the South line of said Sec. 2; thence S.89°51'22"W., along the South line of said Sec. 2, a distance of 1443.08 feet to the True Point of Beginning (The tract contains 37.17 acres)

The East Half (E1/2) of Section Eleven (11), in Township Seventeen (17) South, Range Fifty (50) West of the Sixth Principal Meridian;

County of Kiowa, State of Colorado

The South Half (S1/2) of Section Thirty-one (31), in Township Sixteen (16) South, Range Forty-nine (49) West of the Sixth Principal Meridian;

County of Cheyenne, State of Colorado

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

Schedule B-PART 11

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exception

File Number: 1953

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) water rights, claims or title to water; (d) minerals of whatsoever kind, subsurface and surface substances, in, on under and that may be produced from the land, together with all rights privileges and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records. 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.
7. Taxes, assessments and unredeemed tax sale, which are a lien or due and payable; and any tax, special assessments, charges or lien imposed for water or sewer services, or for any other special taxing district.
8. The effects of being located in the Kiowa County Soil Conservation District.
9. The effects of being located in the Kiowa County Fire Protection District
10. Reserving All Mineral Lands should any such be found to exist as reserved in U.S. Patent recorded June 15, 1907 in Book 25 at Page 543, covers: All 5-17-49; All 1-17-50; All 11-17-50
11. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded November 2, 1914 in Book 34 at Page 325, covers: Lots 1, 2, 3, 4, 5, SE1/4NW1/4, S1/2NE1/4 6-17-49
12. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded September 11, 1914 in Book 34 at Page 349, covers: Lots 6, 7, E1/2SW1/4 and SE1/4 6-17-49
13. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded December 5, 1914 in Book 34 at Page 354, covers: N1/2 8-17-49

Continue

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.

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

Schedule B-PART 11-Continue

Exception

File Number: 1953

14. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded August 4, 1916 in Book 34 at Page 244, covers: S1/2 8-17-49
15. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded July 9, 1913 in Book 31 at Page 306, covers: Lots 1, 2, S1/2NE1/4 2-17-50
16. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore ; and (2) right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded March 21, 1911 in Book 31 at Page 104, covers: SE1/4 2-17-50
17. Reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded October 17, 1914 in Book 34 at Page 313, covers: SW1/4 2-17-50
18. Reservation of the right of proprietor of any penetrating vein or lode to extract his ore, in United States Patent recorded February 17, 1916 in Book 33 at Page 319, covers: Los 3, 4, S1/2NW1/4 2-17-50
19. Reservation of all oil, coal, and other minerals and the right of ingress, egress and regress as reserved by the Union Pacific Land Company in Deed recorded July 25, 1910 in Book 40 at Page 28; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further) covers: All 5-17-49
20. Reservation of all oil, coal, and other minerals and the right of ingress, egress and regress as reserved by the Union Pacific Land Company in Deed recorded April 22, 1908 in Book 40 at Page 10; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further) covers: All 1-17-50; All 11-17-50
21. Reservation of an undivided one-half interest in all oil, coal and minerals, reserved by Maggie S. Baker in Deed recorded April 6, 1943 in Book 144 at Page 221, covers: N1/2 6-17-49; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)
22. Reservation of an undivided one-sixteenth of all oil, gas and other minerals, reserved by Frank Risser in Deed recorded April 18, 1949 in Book 176 at Page 250, covers: All 6-17-49; All 2-17-50; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)
23. An undivided one-half interest in and to all of the oil, gas and other minerals, conveyed by Edwin Immer to Frank W. Winegar in Deed recorded October 13, 1936 in Book 116 at Page 528, covers: All 8-17-49; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)
24. An undivided one-half interest in and to all of the oil, gas and other minerals, conveyed by Frank Risser to B. E. Van Arsdale in Deed recorded October 28, 1936 in Book 116 at Page 547, covers: All 2-17-50; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)
25. All of the oil, gas and other minerals, conveyed by Kelley Grazing Enterprise to Immer Inc., in Deed recorded July 18, 1969 in Book 289 at Page 174, covers: All 8-17-48; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)
26. Reservation of all oil, gas and mineral Interest, reserved by Box "E" LLC in the deed recorded February 26, 2018 at Reception No. 282352; covers: 37.17 acres in 2-17-50; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further)

Continue

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.

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

Schedule B-PART 11-Continue

Exception

File Number: 1953

27. Request for notification of Surface Development by RME Petroleum Company, requesting written notification of any and all Applications for Development and all other proposed surface development activities on All 1-17-50; recorded May 17, 1902 at Reception No. 259928;

28. Request for notification of Surface Development by RME Petroleum Company, requesting written notification of any and all Applications for Development and all other proposed surface development activities on All 11-17-50; recorded May 17, 1902 at Reception No. 259929

29. Request for notification of Surface Development by RME Petroleum Company, requesting written notification of any and all Applications for Development and all other proposed surface development activities on All 5-17-49; recorded May 17, 1902 at Reception No. 259925

30. Well and Water Agreement with Easement dated June 25, 2003, granted by Lake & Co., E.W.K. & Co. and Paul Kelley to Russell Batterton, successors and assigns, a non exclusive easement over and across in a northerly direction from the Well located in 2-17-50 west and continuing north along the western boundary of 1-17-50, located in the County of Kiowa, and then continuing north along said boundary, then into 31-16-49, Cheyenne County to property owned by Batterton wherein it services stock tanks located in 29, 30, 31 and 32 19-49, Cheyenne County, supplies water to through an existing transportation system, recorded July 9, 2003 at Reception No. 261334;

31. Well and Water Licence Agreement with Easement dated December 5, 2018, granted by Box "E" LLC to Branden Dunlap (Grantee) , the well supplies water through an existing transportation system that consists of pipelines that run in a Westerly direction from 11-17-50, running to a home that is owned by Grantee located in portion of 2-17-50, said well also providing water for five livestock tanks and two hydrants, recorded December 5, 2018 at Reception No. 282958;

32. Well and Water Licence Agreement with Easement dated December 5, 2018, granted by Box "E" LLC to Blayne Batterton, successors and assigns, a non exclusive easement over and across in a Northerly direction from 2-17-50, and continuing North along the Western boundary located in 1-17-50, Kiowa County, and then continuing North along said boundary, then into 31-16-49, Cheyenne County, to property owned by Batterton wherein it services certain domestic or household uses and stock tanks, in 29, 30, 31, and 32, 16-49 and Sections 25, 26, 16-50, Cheyenne County, recorded December 5, 2018 at Reception No. 282959;

33. Right of way and easement agreement dated December 19, 2001, between E.W.K. & Co., Lake & Co., and Western Frontier Pipeline Company, LLC, an easement and right of way, 50 feet in width, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, remove a pipeline, for the transportation of liquids, gases, and or solids upon and along a route or routes on, over and through NE1/4 6, 5, NE1/4 8, 17-49; recorded December 26, 2001 at Reception No. 259488; and any and all assignments thereof or interests therein;

34. Management compensation agreement dated January 1, 2020, between Box "E" LLC, as Company and Mark D. Kelley, as Manager will be responsible for the operation and supervision of the business, recorded January 13, 2014 at Reception No. 283896,

35. Memorandum of Oil and Gas Lease dated February 24, 2020, executed by Box "E" LLC, in favor of Wildcat Resources, Inc., recorded July 14, 2020 at Reception No. 284183, for a term of Three Years; Option attached for an additional Three Years; And any and all assignments thereof or interests therein. covers: 6-17-49

36. Right of way Easement dated June 21, 2007, between LaVerle Kelley and Southeast Colorado Power Association, Inc., described as follows: S1/2SE1/4 2-17-50, recorded October 30, 2007 at Reception No. 265254, an electric line for transmission and for distribution;

37. Right of way Easement dated June 21, 2007, between LaVerle Kelley and Southeast Colorado Power Association, Inc., described as follows: NE1/4NE1/4 11-17-50, recorded October 30, 2007 at Reception No. 265253, an electric line for transmission and for distribution;

38. Agreement for Electric Service dated May 31, 2007, between Lake & Co., and Southeast Colorado Power Association, all of the electric power and energy, in 11-17-50, recorded Ma 28, 2009 at Reception No. 267195;

Continue

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.: 1953

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 3b ©

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
Schedule B-PART 11-Continue

Exception

File Number: 1953

39. Notice by Eastern Slope Rural Telephone Ass'n, Inc., to comply with Senate Bill No. 172 concerning location of underground facilities as given in Letter filed for record November 16, 1981, as File No. 171328; and any and all interests pertaining thereto. (Affects Cheyenne Co.)

40. Notice by K. C. Electric Association to comply with Senate Bill No. 172 concerning location of underground facilities as given in Letter filed November 4, 1981 as File No. 171264; and any and all interests pertaining thereto. (Affects Cheyenne Co.)

41. Underground Installation Permit filed for record September 10, 1970 as File No. 152912. The Cheyenne County Commissioners to Peoples Natural Gas Division of Northern Natural Gas Company, a corporation operating in Colorado as Plateau Natural Gas Company; and any and all interests pertaining thereto. (Affects Cheyenne Co.)

42. Special District Public Disclosure Document for Keefe Memorial Health Service District under Colorado Revised Statute §32-1-104.8 concerning the District's boundaries, recorded December 5, 2014 as Reception No. 238754; and any and all interests pertaining thereto. (Cheyenne County)

43. Reserving "Mineral Lands Excepted" should any such be found to exist as reserved in U.S. Patent recorded May 16, 1904 in Book 9 at Page 116. (Affects S½ 31-16-49, Cheyenne Co.)

44. Reservation of all oil, coal, and other minerals and the right of ingress, egress and regress and the right of way to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said Railway, as reserved by the Union Pacific Land Company in Deed recorded June 10, 1907 in Book 19 at Page 83; and any and all assignments thereof or interests therein. (NOTE: The mineral title is not shown any further.) (Affects S½ 31-16-49, Cheyenne Co.)

45. Request for Notification of Surface Development dated April 24, 2002 and recorded May 16, 2002 as Reception No. 220857. RME Petroleum Company (formerly known as Union Pacific Resources Company) and/or RME Land Corp. (formerly known as Union Pacific Land Resources Corporation) to All Concerned. Filed pursuant to C.R.S. Section 24-65.5-103(3), requesting written notification of any and all Applications for Development and all other proposed surface development activities on the subject lands and any and all assignments thereof and interests therein. (Affects S½ 31-16-49, Cheyenne Co.)

46. Well and Water Agreement with Easement; Lake & Co., A Partnership and E. W. K. & Co., A Partnership, grants unto Paul Kelley and Russell Batterton, a well and water agreement and easement dated June 25, 2003 and recorded July 9, 2003 in Book 436 at Page 459 in Kiowa County, Colorado and recorded July 21, 2003 as Reception No. 222220 in Cheyenne County, Colorado; and any and all assignments thereof and interests therein.

47. Right of Way and Easement Agreement dated December 19, 2001, and recorded December 26, 2001, as Reception No. 219511. E.W.K. & Company and Lake & Company grant unto Western Frontier Pipeline Company, LLC an easement and right of way to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, and remove, a pipeline, together with necessary valves, cathodic equipment, and appurtenances thereto, at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on over and through the SE¼ 31-16-49 together with the right of ingress and egress to, from, and along such easement and right of way and the right to use existing roads for the aforementioned purposes. In the exercise of the rights granted herein, Grantee shall have the right to use temporary work space along and adjacent to said easement and right of way as reasonably necessary in connection with the aforesaid purposes. The Exact location of the easement and right of way conveyed shall be determined by the installation of Grantee's pipeline which pipeline shall, upon installation, be established as being 25 feet on each side of the centerline of such pipeline; and any and all assignments thereof or interests therein. (Affects Cheyenne Co)

Continue

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.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
Schedule B-PART 11-Continue

Exception

File Number: 1953

48. Surface Owner's Agreement between E.W.K & Co., a partnership and Lake & Co., a partnership to Union Pacific Resources Company, dated November 7, 1992 and recorded December 7, 1992 in Book 280at Page 979; and any and all assignments thereof or interests therein. (Affects SW¼SW¼ 31-16-49).

49. Memorandum of Farmout Option Contract. Effective January 1, 2019, and Recorded December 13, 2018, as Reception No. 242236. By and between Anadarko Land Corp. and McCoy Petroleum Corporation; and Corrective Memorandum of Farmout Option Contract. Effective January 1, 2019, and Recorded September 13, 2019, as Reception No. 243128; and any and all assignments thereof or interests therein. (Cheyenne County)

50. Terms, Conditions and Provisions of that certain unrecorded contract between Box E LLC, seller and _____, Buyer, dated _____

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.: 1953

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 3d



Patent No 94
The Union Pacific Land Company
Railroad Land
Primary Limits
Lamar
Land District
Colorado

STATE OF COLORADO,
County of Kiowa, ss.
I hereby certify that this instrument was filed in my office, at 11 o'clock, A. M., June 13, 1897, and recorded in Book 25, Page 543, as to land in Kansas & only.

Has 9345

Recorder.

The United States of America
To all to whom these presents shall come, Greeting;
Whereas by the act of Congress approved July 1, 1862, as amended by the acts of July 2 1864 and July 3, 1864, and joint resolution of March 3 1869 "to aid in the construction of a Railroad and telegraph line from the Missouri River to the Pacific Ocean

and to secure to the Government the use of the same for Postal, Military and other purposes" authority is given to "The Union Pacific Railway" now Union Pacific Railroad Company, formerly Kansas Pacific Railway Company "Eastern Division, an existing corporation, to construct a railroad and telegraph line under certain conditions and stipulations as expressed in said acts and provision is made for granting to the said company Every alternate section of public land designated by odd numbers to the amount of ten alternate sections per mile on each side of said railroad on the line thereof and within the limits of twenty miles on each side of said road not sold, reserved or otherwise disposed of by the United States and to which a preemption or homestead claim may not have attached at the time the line of said road is definitely fixed" mineral lands excepted and.

Whereas, official statement from the secretary of the interior have been filed in the General Land office showing that the commissioners appointed by the President under the provisions of the aforesaid acts have reported to him that said

Railway and telegraph line has been completed and equipped in the manner prescribed by said acts from a point on the state line between Missouri and Kansas to the six hundred and thirty eight and six tenths mile post at Denver

City, Colorado and the same accepted by the president, and

Whereas, by articles of agreement entered into between the said "Kansas Pacific Railway Company" and "The Union Pacific Railroad Company" said companies were amalgamated and consolidated under the name of The Union Pacific Railway Company on the 24th day of January 1880, as shown by a certified copy of the original articles of consolidation filed with the secretary of the Interior on the 26th day of January 1880 by the attorneys for said "The Union Pacific Railway Company" and,

Whereas, it is shown by certain papers filed in the office of the secretary of the Interior July 17, 1899 by "The Union Pacific Land Company" a company duly incorporated under the laws of Utah and transmitted to the General Land Office with his letter of August 14, 1899 that said "The Union Pacific Land Company is the successor in interest by purchase at foreclosure sale of the lands theretofore granted by congress to the Leavenworth Pawnee and Western Railroad Company, 'The Union Pacific Railroad company' Eastern divisions or the 'Kansas Pacific Railway Company' not theretofore sold or conveyed by either of said companies or by 'The Union Pacific Railway Company' successor by consolidation with the Kansas Pacific Railway Company as aforesaid, and,

Whereas, certain tracts of land have been listed under the acts aforesaid, by the duly authorized agent of "The Union Pacific Land Company" as shown by his original list approved by the local land officers and now on file in the General Land office, and,

Whereas, said tracts have been reported to this office by the duly authorized attorney of ^{and The Union Pacific Land Company} "The Union Pacific Railway Company" as having passed to "The Union Pacific Land Company" under the foreclosure sale aforesaid, and,

Whereas, the said tract of land is located

monous to the constructed line of road and are particularly described as follows to-wit;

South of base line and West of the sixth Principal Meridian, State of Colorado

Township Seventeen, Range Forty Eight.

all of section One containing six hundred and forty acres and sixty four hundredths of an acre, all of section three containing six hundred and forty-two acres and thirty hundredths of an acre, all of section five containing six hundred and forty one acres and thirty six hundredths of an acre, all of section seven, containing six hundred and thirty four acres and forty nine hundredths of an acre, all of section nine containing six hundred and forty acres, all of section eleven containing six hundred and forty acres, all of section thirteen containing six hundred and forty acres, all of section fifteen containing six hundred and forty acres, all of section seventeen containing six hundred and forty acres, all of section nineteen, containing six hundred and thirty five acres, and two hundredths of an acre, all of section twenty-one containing six hundred and forty acres, all of section twenty-three, containing six hundred and forty acres, all of section twenty-five containing six hundred and forty acres, all of section twenty seven, containing six hundred and forty acres, all of section twenty nine containing six hundred and forty acres, all of section thirty-one containing six hundred and thirty-three acres and twenty-six hundredths of an acre, all of section thirty-three containing six hundred and forty acres, all of section thirty five containing six hundred and forty acres.

Township Eighteen Range Forty-eight

all of section One containing six hundred and forty-two acres and thirteen hundredths of an acre, all of section

sevens, containing six hundred and twenty-nine acres and twenty eight hundredths of an acre.

Township Seventeen, Range Forty nine.

all of section One, containing six hundred and thirty-nine and fifty eight hundredths of an acre, all of section three, containing six hundred and thirty nine ^{acres} and twenty hundredths of an acre, (all of section five) containing six hundred and forty acres, and eighty hundredths of an acre, All of section seven containing six hundred and forty nine acres and eight hundredths of an acre. All of section nine containing six hundred and forty acres. All of section Eleven containing six hundred and forty acres. All of section thirteen, containing six hundred and forty acres. All of section fifteen, containing six hundred and forty acres. All of section twenty-three, containing six hundred and forty acres, all of section twenty-five containing six hundred and forty acres. all of section twenty-seven containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. All of section thirty-one, containing six hundred and forty-nine acres, and eighty hundredths of an acre. All of section thirty-three containing six hundred and forty acres. all of section thirty-five, containing six hundred and forty acres.

Township Eighteen, Range Forty-nine.

All of section one, containing six hundred and forty acres, and sixteen hundredths of an acre. All of section three, containing six hundred and thirty nine acres, and Eighty four hundredths of an acre, all of section five ⁸³ containing six hundred and forty acres, and thirty eight hundredths of an acre. All of section seven, containing

containing six hundred and fifty acres and eighty eight hundredths of an acre. All of section nine containing six hundred and forty acres. all of section eleven containing six hundred and forty acres. all of section thirteen, containing six hundred and forty acres. all of section fifteen containing six hundred and forty acres.

Township Seventeen, Range Fifty.

All of section one, containing six hundred and thirty-nine acres and eighty-four hundredths of an acre. All of section three, containing six hundred and forty acres and seventy-two hundredths of an acre. All of section ^{and} five, containing six hundred and forty acres, thirty eight hundredths of an acre. All of section seven containing six hundred and twenty acres. and forty eight hundredths of an acre. All of section nine, containing six hundred and forty acres. All of section Eleven containing six hundred and forty acres. all of section thirteen, containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres. All of section seventeen, containing six hundred and forty acres. All of section nineteen, containing six hundred and twenty-one and forty-four hundredths of an acre. All of section twenty-one containing six hundred and forty acres. All of section twenty-three, containing six hundred and forty acres. All of section twenty-five containing six hundred and forty acres. All of section twenty-seven, containing six hundred and forty acres. All of section twenty-nine, containing six hundred and forty acres. All of section thirty-one containing six hundred and twenty-two ^{acres} and fifty-four hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of section thirty-five containing six hundred and forty acres.

Township Eighteen, Range fifty.

All of section one containing six hundred and forty acres, all of section three, containing six hundred and forty acres all of section five containing six hundred and forty acres, and thirty six hundredths of an acre all of section eleven containing six hundred and forty acres.

Township Seventeen, Range Fifty-one.

All of section one containing six hundred and forty acres, All of section three, containing six hundred and forty acres, and ninety-four hundredths of an acre, All of section five, containing six hundred and forty-one acres and twenty hundredths of an acre, All of section seven containing ^{six hundred} and nine acres and two hundredths of an acre, all of section nine containing six hundred and forty acres, all of section Eleven containing six hundred and forty acres, all of section thirteen, containing six hundred and forty acres, all of section fifteen, containing six hundred and forty acres, all of section seventeen containing six hundred and forty acres.

The north half of section nineteen containing three hundred and six acres and forty-five hundredths of an acre, all of section twenty-one containing six hundred and forty acres all of section twenty three containing six hundred and forty acres, all of section twenty-five containing six hundred and forty acres, all of section twenty-seven containing six hundred and forty acres. The East half of section thirty-five containing three hundred and twenty acres.

The said tracts of land as described in the foregoing make the aggregate area of ninety-eight thousand three hundred

and fifty two acres and fifty nine hundredths
of an acre (98452.52)

Now Know Ye that the United States of
America, in consideration of the premises and
pursuant to the said acts of congress, Have
Given and Granted, and by These Presents do
Give and Grant unto the said "The Union
Pacific Land Company" formerly Kansas
Pacific Railway Company, and its assigns
the tracts of Land selected as aforesaid and
described in the foregoing.

To Have and To Hold, The said tracts with
the appurtenances, thereof unto the said "The
Union Pacific Land Company" and to its
successors and assigns forever

In Testimony Whereof, I, Theodore Roosevelt
President of the United States of America
have caused these letters to be made patent
and the seal of the General Land Office to be
hereunto affixed,

Given under my hand at the city of
Washington this the twenty-sixth
day of March in the year of our
Lord one thousand nine hundred
and four, and of the Independence
of the United States the one hun-
dred and twenty-eighth



By the President,

T. Roosevelt

F. M. McKean Secretary

C. H. Brush

Recorder of the General Land Office

Rec., Vol 34- Page 80- to page 88 inc.

Original instrument returned to office of County Clerk and Recorder of Kiowa County, Colorado,
and record of said instrument, recorded in Book 25 at Page 543 was compared with the original
instrument on April 1st, 1932.

Now, Therefore, I, Ethel Jenkins, County Clerk and Recorder in and for said County in the
State aforesaid do hereby certify that this is a true copy of the original patent as relates to
lands located in said Kiowa County, Colorado.

Ethel Jenkins

County Clerk and Recorder,
Kiowa County, Colorado.

#11

(Reece. Receipt # 4001
Book 126 Page 336-337)

Book 34

325

No. 16032

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

THE UNITED STATES OF AMERICA.

Samuel 07556

To all to whom these Presents shall Come, GREETING:

Homestead Certificate No.

APPLICATION

WHEREAS, There has been deposited in the General Land Office of the

United States a Certificate of the Register of the Land Office at

Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers

on the Public Domain," and the acts supplemental thereto, the claim of Charles H. Baker

has been established and duly consummated, in conformity to law, for the

lots One, Two, Three, Four, and Five, the Southeast Quarter of the Northwest Quarter, and the South Half of the Northeast Quarter of Section Six, Township Seventeen South of Range Forty Nine West of the Sixth Principal Meridian, Colorado, containing Three Hundred Twenty-four and Forty-one 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

and to the heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and 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 Eleventh day of September, in the year of our Lord one thousand nine hundred and fourteen and of the Independence of the United States the one hundred and thirty-ninth.

BY THE PRESIDENT:

Woodrow Wilson By M. A. Bulick, Assistant Secretary.



Recorded, Colorado Vol. 430579
Page 325

Filed for Record the 2nd day of Nov. A. D. 1914, at 9 o'clock A. M.
By Samuel Recorder.
DEPUTY.

State of Oregon, 1914. I hereby certify that Homestead entry No. 16032 is in compliance with the Act of Congress approved May 20, 1862, and the acts supplemental thereto, and that the same is hereby approved and recorded. Witness my hand and the seal of the General Land Office at Washington, D.C., this 11th day of September, 1914.
Maggie J. Baker

No. 16200

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

12

THE UNITED STATES OF AMERICA.

Lamont 08915

To all to whom these Presents shall Come, GREETING:

Homestead Certificate No.

APPLICATION

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

Frank Q. Kirkpatrick has been established and duly consummated, in conformity to law, for the Lots Six and Seven, the East Half of the South West Quarter, and the Southeast Quarter of Section Six in Township Seventeen South of Range Forty-nine West of the Sixth Principal Meridian, Colorado, containing Three Hundred Twenty-four and Fifty-one-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

the tract of land above described: To Have and to Hold The said tract of land, with the appurtenances thereof, unto the said

and to their 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 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 24th day of September, 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-fifth.

BY THE PRESIDENT:

By M. K. Gules, acting SECRETARY.



Recorded, Colorado Vol.

Page 349

Recorder of the General Land Office.

Filed for Record the 24th day of Nov. 1914, at 9 o'clock A.M.

RECORDER.

DEPUTY.

13

THE UNITED STATES OF AMERICA.

Jan 08220

To all to whom these Presents shall Come, GREETING:

Homestead Certificate No.

APPLICATION

United States a Certificate of the Register of the Land Office at

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Guy Sallee*

has been established and duly consummated, in conformity to law, for the

*North Half of Section Eight in Township
Seventeen South of Range Forty nine West
1st Sixth Principal Meridian, Colorado,
Containing Three Hundred Twenty Acres,*

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

Now Know Ye, That there is, therefore, granted by the United States unto the said *Claimant*

the tract of land above described: To Have and to Hold The said tract of land, with the appurtenances thereof, unto the said

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 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 *Seventeenth* day of *March*, in the year of our Lord one thousand nine hundred and *fourteen* and of the Independence of the United States the one hundred and *thirty eighth*

BY THE PRESIDENT: *Woodrow Wilson*

By *M. T. P. [Signature]* SECRETARY.



Recorded, Colorado Vol. 393186

Page 354

Recorder of the General Land Office.

Filed for Record the

day of

A. D. 1914, at 5 o'clock A.M.

RECORDER.

By Deputy.

#14

THE UNITED STATES OF AMERICA.

James 08219 To all to whom these Presents shall Come, GREETING:
 Homestead Certificate No. *James 08219*

APPLICATION

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

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers
 on the Public Domain," and the acts supplemental thereto, the claim of *Edwin Sommer*

has been established and duly consummated, in conformity to law, for the

*South half of Section eight in Township
 Seventeen South of Range forty nine
 West of the Sixth Principal Meridian,
 Colorado, containing three hundred twenty
 Acres,*

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

Now Know Ye, That there is, therefore, granted by the United States unto the said _____

the tract of
 land above described: To Have and to Hold The said tract of land, with the appurtenances thereof, unto the said

heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manu-
 facturing, 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 *Eighteenth* day of
June, in the year of our Lord one thousand nine hundred and *fourteen*
 and of the Independence of the United States the one hundred and *thirty-eighth*

BY THE PRESIDENT:

By *M. P. I. Ray* SECRETARY.

Recorded, Colorado Vol. 414789

Page 244

Recorder of the General Land Office.

Filed for Record the *4th* day of *August* A. D. 19*14*, at *1* o'clock *P.*M.

By *Ed M. Low* RECORDER.

By _____ DEPUTY.

15

BOOK 31
page 306

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 05386

APPLICATION

a Certificate of the Register of the Land Office at Lamar, Colorado

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

Lots one and two and the south half of the Northeast quarter of Section two in Township seventeen South of Range fifty west of the Sixth Principal Meridian, Colorado, containing one hundred fifty-nine ¹/₄ eighty-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 William

above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said William

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, 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 First

day of April, 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. O. L. Ray Secretary.

Recorded, Colorado Vol. 312738

Page

W. J. Huce Recorder of the General Land Office.

Filed for Record the 19 day of July

A. D. 1913, at 8 o'clock PM.

Edm. Law Recorder.

By _____ Deputy.

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. Lamar 04447

APPLICATION

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lamar, Colorado, ^{has been deposited in the General Land Office} whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of Walter J. Hall has been established and duly consummated, in conformity to law, for the

Southeast Quarter of Section Two in Township
Seventeen North of Range Fifty west of the
Sixth Principal Meridian, Colorado, containing
one hundred sixty acres.

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

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said Claimant

the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said

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

IN TESTIMONY WHEREOF, I, 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 Nineteenth day of January, in the year of our Lord one thousand nine hundred and Eleven, and of the Independence of the United States the one hundred and Thirty-fifth



By the President: William H. Taft
Patent Number
Recorded, Colorado Vol. 17154

By M. P. LeRoy Secretary.

Page

New Sanford Recorder of the General Land Office.

Filed for Record the 21st day of March A. D. 1911 at 1⁰⁰ o'clock A. M.

Ed M. Law Recorder.

By _____ Deputy.

1217

THE UNITED STATES OF AMERICA.

Same 04448

To all to whom these Presents shall Come, GREETING:

Homestead Certificate No.

APPLICATION

WHEREAS, There has been deposited in the General Land Office of the

United States a Certificate of the Register of the Land Office at

Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Melville C. Hall

has been established and duly consummated, in conformity to law, for the

Southwest Quarter of Section Two in Township

Seventeen South of Range Fifty West of

the Sixth Principal Meridian, Colorado,

containing One Hundred Sixty Acres,

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

Now Know Ye, That there is, therefore, granted by the United States unto the said

the tract of land above described: To Have and to Hold The said tract of land, with the appurtenances thereof, unto the said

and to the heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and 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 Eighteenth day of June, in the year of our Lord one thousand nine hundred and Thirtieth and of the Independence of the United States the one hundred and Thirtieth.

BY THE PRESIDENT:

SECRETARY.



Recorded, Colorado Vol.

Page 313

Recorder of the General Land Office.

Filed for Record the 17th day of Oct. A.D. 1914, at 9 o'clock A.M.

RECORDER.

DEPUTY.

Book 33
page 319

THE UNITED STATES OF AMERICA.

Lamar
Certificate No. 08916

To all to Whom these Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Lamar, Colorado

has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at
whereby it appears that full payment has been made by the said
Claimant. Melville S. Stuee
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 theLots Three and Four and the South Half of the Northwest
Quarter of Section Two in Township Seventeen South of
Range Fifty West of the Sixth Principal Meridian,
Colorado, containing One Hundred Fifty and
Eleven 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

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

IN TESTIMONY WHEREOF, I, 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-second
day of January, in the year of our Lord one thousand nine hundred and
Twelve, and of the Independence of the United States the one hundred
and Thirty-Sixth

By the President: Wm H. Taft

By M. P. Le Ray, Secretary.

Patent Number 244085
Recorded, Colorado Vol.
Page

N. W. Sanford

Recorder of the General Land Office.

Filed for Record the 17 day of February, A. D. 1912, at 11 o'clock A. M.

Edm. Law

Recorder

THE UNION PACIFIC LAND COMPANY.

Contract No. 4989E

Deed No.

Know all Men by these Presents, That THE UNION PACIFIC LAND COMPANY, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Thirty thousand and ninety-two and 00/100 \$30,292.00

DOLLARS,

to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto

William F. Banklin
of the County of Cook in the State of Illinois
the following described real estate, situate, lying and being in the County of Kiowa and in the State of Colorado to-wit:

All of Sections Nos. five (5), seven (7) and nine (9)

of Section No. _____ in Township No. Seventeen (17) South of Range No. Forty (40) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof thirteen hundred and twenty nine (1329) acres, more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described

EXCEPTING AND RESERVING, FIRST: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed over and across said land.

SECOND: All oil, coal and other minerals within or underlying said lands.

THIRD: The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found therein by anyone.

FOURTH: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

FIFTH: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenant and condition that said grantee, his heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along and upon each of the side lines of the said four hundred (400) foot strip of land above reserved.

TO HAVE AND TO HOLD, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said

grantee, his heirs and assigns forever, and said THE UNION PACIFIC LAND COMPANY doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, his heirs and assigns forever against the lawful claims of all persons whomsoever.

EXCEPTING as against all taxes and assessments levied upon said premises for or during the year 1906 and subsequent years, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the Twelfth day of July, 1905

and whereas said THE UNION PACIFIC LAND COMPANY did, on the 28th day of June, 1905, execute and deliver to THE MERCANTILE TRUST COMPANY, a certain mortgage deed wherein said Land Company conveyed to the said THE MERCANTILE TRUST COMPANY, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinafter described; and

whereas, said THE UNION PACIFIC LAND COMPANY, with the consent of the said THE MERCANTILE TRUST COMPANY, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration of the sum paid as aforesaid to THE UNION PACIFIC LAND COMPANY by said grantee, which sum of money has been paid to said THE MERCANTILE TRUST COMPANY in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

NOW, THEREFORE, Know all Men by these Presents, that said THE MERCANTILE TRUST COMPANY, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company for the uses and purposes aforesaid, doth hereby REMISE, RELEASE and forever QUIT CLAIM, subject to the exceptions, reservations and conditions above written, unto the said William F. Banklin

the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 28th day of June, 1905.

IN PRESENCE OF

L. E. Hall
A. B. Miller
ATTEST: Alex. Miller

IN WITNESS WHEREOF, the said grantor, THE UNION PACIFIC LAND COMPANY, has caused these presents to be sealed with its corporate seal, and to be signed by its President, attested by its Secretary, and countersigned by its General Manager and its Auditor, as Assistant Auditor, and said THE MERCANTILE TRUST COMPANY, under said mortgage deed of June 28th, 1905, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereunto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 12th day of July, A. D. 1910.

THE UNION PACIFIC LAND COMPANY,

By R. S. Barrett President.

THE MERCANTILE TRUST COMPANY, TRUSTEE.

By W. B. Miller Vice-President.

IN PRESENCE OF

A. B. Miller
W. B. Miller
ATTEST: W. B. Miller

Secretary.
Corporation Seal.
Auditor.
General Manager.

STATE OF NEW YORK,
COUNTY OF NEW YORK.

BE IT REMEMBERED, That on this 12th day of July, A. D. 1910,

before me, a Notary Public, in and for said County, appeared THE UNION PACIFIC LAND COMPANY, by R. S. Barrett its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, A. D. 1910, at the City of New York, in said County and State. My commission expires March 30th 1911

STATE OF NEW YORK,
COUNTY OF NEW YORK.

BE IT REMEMBERED, That on this 14th day of July, A. D. 1910,

before me, a Notary Public, in and for said County, appeared THE MERCANTILE TRUST COMPANY, by W. B. Miller its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President, and then there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, A. D. 1910, at the City of New York, in said County and State. My commission expires March 30th 1911

Notary Public.

Filed for record the 25th day of July, A. D. 1910, at 3:30 o'clock P. M.

By R. S. Barrett Recorder.By W. B. Miller Deputy.

20C. J. Goadwin
and
J. H. Cornell

THE UNION PACIFIC LAND COMPANY.

Contract No. 3469-E, 3470-E

3471-E

Deed No. 2444

Know all Men by these Presents, That THE UNION PACIFIC LAND COMPANY, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Eighty-three hundred and fifty-three and 83/100 (\$8353.83) DOLLARS, to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto

Sathaddus M. Crosthwait

of the County of McLean in the State of Illinois
the following described real estate, situate, lying and being in the County of Kiowa and in the State of Colorado to-wit:
All of Sections Nos. One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), and Seventeen (17)

of Section No. Seventeen (17) South of Range No. fifty (50) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof fifty-seven hundred and forty-one (5741) and 43/100 acres, more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described

EXCEPTING AND RESERVING, First: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed over and across said land.

Second: All oil, coal and other minerals within or underlying said land.

Third: The exclusive right to prospect in and upon said land for all coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove from said land, all oil, coal and other minerals which may be found thereon by anyone.

Fourth: The right of ingress, egress and egress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use as much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

Fifth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenants and conditions that said grantee, his heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along upon each of the side lines of the said four hundred (400) foot strip of land above reserved.

TO HAVE AND TO HOLD, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said Sathaddus M. Crosthwait

grantee, his heirs and assigns forever, and said THE UNION PACIFIC LAND COMPANY doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, his heirs and assigns forever against the lawful claims of all persons whomsoever.

EXCEPTING as against all taxes and assessments levied upon said premises for or during the year 1904 and subsequent years, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the 19th day of December 1903

And Whereas, said THE UNION PACIFIC LAND COMPANY did, on the 28th day of June, 1903, execute and deliver to THE MERCANTILE TRUST COMPANY, a certain mortgage deed wherein said Land Company conveyed to the said THE MERCANTILE TRUST COMPANY, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands heretofore described; and

Whereas, said THE UNION PACIFIC LAND COMPANY, with the consent of the said THE MERCANTILE TRUST COMPANY, Trustee under the mortgage aforesaid, has sold and conveyed, as aforesaid set forth, the real estate heretofore described, unto the said grantee for and in consideration of the sum paid as aforesaid to THE UNION PACIFIC LAND COMPANY for said grantee, which sum of money has been paid to said THE MERCANTILE TRUST COMPANY in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

NOW, THEREFORE, Know all Men by these Presents, that said THE MERCANTILE TRUST COMPANY, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company for the uses and purposes aforesaid, doth hereby REMISE, REMIT and forever QUIT CLAIM, subject to the exceptions, reservations and conditions above written, unto the said Sathaddus M. Crosthwait

the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 28th day of June, 1903.

IN PRESENCE OF

J. H. Cornell
C. J. Goadwin
Attest: J. H. Cornell, notary

IN WITNESS WHEREOF, the said grantor, THE UNION PACIFIC LAND COMPANY, has caused these presents to be sealed with its corporate seal, and to be signed by its President, attested by its Secretary, and countersigned by its Auditor, W. D. Cornish, and said THE MERCANTILE TRUST COMPANY, under said mortgage deed of June 28th, 1903, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 9th day of April A. D. 1908.

THE UNION PACIFIC LAND COMPANY.

By W. D. Cornish President.

THE MERCANTILE TRUST COMPANY, TRUSTEE.

By W. C. Poillon Vice-President.

IN PRESENCE OF

W. C. Poillon
W. C. Poillon
Attest: W. C. Poillon, notary

STATE OF NEW YORK,
COUNTY OF NEW YORK.

BE IT REMEMBERED, That on this 9th day of April A. D. 1908,

before me, a Notary Public, in and for said County, appeared THE UNION PACIFIC LAND COMPANY, by W. D. Cornish its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of April A. D. 1908, at the City of New York, in said County and State. My commission expires March 30, 1909

STATE OF NEW YORK,
COUNTY OF NEW YORK.

BE IT REMEMBERED, That on this 10th day of April A. D. 1908,

before me, a Notary Public, in and for said County, appeared THE MERCANTILE TRUST COMPANY, by W. C. Poillon its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of April A. D. 1908, at the City of New York, in said County and State. My commission expires March 30th, 1910

Filed for record the 22nd day of April A. D. 1908, at 11 o'clock A. M.

W. D. Cornish Recorder.
By J. Michaels Deputy.

Appraised
No. 94
O. R.

checked
by
J. H. Cornell
C. J. Goadwin

COUNTERSIGNED BY:
B. A. Wallaster General Manager
H. J. Stirling Auditor

X002

No. 932.

WARRANTY DEED For Photographic Record.-The Bradford-Robinson Ptg.Co., Mrs. Robinson's Legal Blanks, Denver

This Deed, Made this 13th day of March in the year of our Lord one thousand nine hundred and forty-three between Maggie S. Baker, also known as Maggie Baker of the County of Denver and State of Colorado, of the first part, and A. M. Ramsey of the County of Kiowa and State of Colorado, of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Thousand Two Hundred and no/100- DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the said party of the second part, his heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of Kiowa and State of Colorado, to-wit:

The North Half (N $\frac{1}{2}$) of Section Six (6), Township Seventeen (17) South, Range Forty-nine (49) West of the 6th P. M.

Including an undivided one-half interest in all oil, coal and minerals within or underlying the surface of the above described real estate.

(Three Fifty-cent and three Five-cent documentary stamps attached and cancelled.)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

party of the first part, for herself her heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever except an undivided one-half interest in all oil, coal and minerals within or underlying the surface of the above described real estate, which said interest is specifically reserved and held by the grantor hereof. And except taxes.

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Beulah B. Ryman

H. W. Charlesworth

Maggie S. Baker

Maggie Baker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,
City and
County of Denver

The foregoing instrument was acknowledged before me this 13th day of March A. D. 1943, by Maggie S. Baker, also known as Maggie Baker.

ARTHUR E. RYMAN
NOTARY PUBLIC
CITY & COUNTY OF DENVER,
COLO.

My commission expires September 12, 1946. Witness my hand and official seal.

Arthur E. Ryman

Notary Public.

Filed for record the 6th, day of April A. D. 1943, at 8 o'clock A.M.

Art Bradbury

RECORDER.

No. 113549

By

Helen Crook

DEPUTY.

BOOK

176 PAGE 250

Recorded 4-18-49 at 1 O'clock P.M.

Reception No. 134182 ART BRADBURY, Recorder

WARRANTY DEED Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colo.

Know all Men by these Presents, That I, Frank Risser

of the County of Kiowa and State of Colorado for the consideration of One Dollar and other valuable consideration

in hand paid, hereby sell and convey to A. W. W. E. Des Marteau & Montgomery

of the County of Hamilton and the State of Kansas, the following real property situate in the County of Kiowa and State of Colorado, to-wit:

All of Sections One (1) and Two (2) and the South Half (3½) of Section Three (3), Township Seventeen (17) South, Range Fifty (50); and all of Section Six (6), Township Seventeen (17) South, Range Forty-nine (49), All West of the Sixth (6th) Principal Meridian, except mineral reservations of record, RESERVING, HOWEVER, unto the grantor, his heirs, executors, administrators and assigns, an undivided one-sixteenth (1/16th) of all oil, gas and other minerals in and to Sections Two (2) and Six (6) above described



with all its appurtenances and warrant the title to the same except taxes for the year

1949



Signed and delivered this 11th day of March A. D. 1949

IN THE PRESENCE OF

Frank Risser

STATE OF COLORADO,
County of KIOWA } ss.

The foregoing instrument was acknowledged before me this

11th day of March, 1949.

by FRANK RISSE

Witness my hand and official seal.

My commission expires March 17, 1952.

James C. LaVelle

NOTARY PUBLIC.

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



INDEXED

No. 134182

Warranty Deed

TO

STATE OF COLORADO, } ss.

County of Kiowa
I hereby certify that this instrument was
filed for record in my office 18 day of
clock P. M., APR 18 1949, 19
and is duly recorded in Book 176
Page 252

Arto Brubury
RECORDER

By Charles H. H. H.
DEPUTY.

Fees, \$

WHEN RECORDED RETURN TO

OUT WEST PUBLISHING & STAT. CO., DENVER, COLORADO 80202

Book 116
Page 528

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Edwin Immer, and Paulena Immer (his wife)
of Kiowa County, State of Colorado
and in consideration of the sum of One and no/100 Dollars (\$ 1.00) cash in hand paid by Frank W. Winegar

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee, 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 land situated in Kiowa County, State of Colorado to-wit:

All of Section Eight (8), Township Seventeen South (17S.) of
Range Forty-nine West (49W.); and North-half (N $\frac{1}{2}$)

of Section 12 Township 17S. Range 50W. containing 960 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of Gulf Oil Corporation, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 1 of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

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

Witness OUR hand this 19th day of August, 1936.

Edwin Immer

Paulena Immer

STATE OF COLORADO,)
COUNTY OF KIOWA,) SS: ACKNOWLEDGMENT, Applicable where lands are in
Oklahoma, Kansas, Nebraska, South Dakota, Arizona
and New Mexico.

BE IT REMEMBERED, That on this 19th day of August A. D. 1936, before me, a Notary Public in and for said County and State, personally appeared Edwin Immer and Paulena Immer to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires June 29th, 1940. F. Lawrence Pyles Notary Public

F. LAWRENCE PYLES
NOTARY PUBLIC
KIOWA COUNTY,
COLO.

Filed for record the 13th day of October, A. D. 1936, at 10 o'clock A. M. Mark Clay Recorder.
No. 97863 By M. R. Clay Deputy.
ALH

No. 991.--The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, Denver.

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MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Frank Risser and Lillian Risser his wife, of Route #2, Eads, Colorado of Kiowa County, State of Colorado for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) cash in hand paid by B. E. Van Arsdale hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee 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 land situated in Kiowa County, State of Colorado, to-wit:

(Three Dollar Documentary Stamp Attached and Cancelled)

(Fifty Cent Documentary Stamp attached and Cancelled)

All

of Section two Township 17 S Range 50 W containing 640 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of B. E. Van Arsdale, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes one-half of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

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

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

Witness our hand this 12th day of October, 1936

Frank Risser

Lillian Risser

STATE OF Colorado)
COUNTY OF Kiowa) ss.

ACKNOWLEDGMENT, COLORADO

On this 12th day of October, A. D. 1936, before me personally appeared Frank Risser and Lillian Risser, his wife to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed the same as their free act and deed.

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

My commission expires

F Lawrence Pyles Notary Public

My Commission Expires June 29, 1940

F. LAWRENCE PYLES
NOTARY
PUBLIC
KIOWA COUNTY,
COLO.

Filed for record the 28th day of October, 1936 at 4 o'clock P. M.

Mark Clay Recorder

Reception No. 97968

M. R. Clay Deputy

ALH

25

Book 289

Filed for record the JUL 4, 1969

A. D. 19 at 11:30 o'clock A.M.

No. 195582

ART BRADBURY RECORDER

This Deed, Made this 18th day of July in the year of our Lord one thousand nine hundred and Sixty-nine between

KELLEY GRAZING ENTERPRISE, a Colorado non-profit Corporation with Principal Office located in Eads, of the County of Kiowa and State of Colorado, of the first part, and

IMMER, INC., a Colorado Corporation with principal office located at Eads, of the County of Kiowa and State of Colorado, of the second part.

Witnesseth, That the said part y of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations of the second part, the receipt whereof is to the said part y of the first part in hand paid by the said part y of the second part, hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said part y of the second part, its successors and assigns, forever, all the right, title, interest, claim and demand which the said part y of the first part has in and to the following described property and State of Colorado, to-wit:

All of the Oil, Gas and other Minerals, in, under or upon the following described property, to-wit:
All of Section Eight (8) in Township Seventeen (17) South, Range Forty-nine (49), West of the Sixth Principal Meridian, in Kiowa County, Colorado

STATE DOCUMENTARY FEE

Date JUL 18 1969

\$ none

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, its successors and assigns, forever.

In Witness Whereof, The said part y of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

KELLEY GRAZING ENTERPRISE, a Colorado Non-Profit Corporation

By Earl W. Kelley, President

Attest:

Earl W. Kelley, Jr., Secretary

STATE OF COLORADO,

County of Kiowa

acknowledged before me this 18th day of July, 1969

by Earl W. Kelley as President and Earl W. Kelley, Jr.

as Secretary of KELLEY GRAZING ENTERPRISE, a Colorado Non-Profit Corporation.

Witness my hand and official seal.

My commission expires 6-6-73

NOTARY PUBLIC

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

Warranty Deed-Continue-page 2

Exhibit A

A tract land lying in the S1/2 of Sec. 2, T.17S., R.50W. of the 6th P.M., being more particularly described as follows: Beginning at the Southwest corner of said Sec. 2 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087 and considering the South line of said Sec. 2, (as monumented by a similar rebar and cap at its East end), bearing N.89°51'22"E., with all other bearings contained herein being relative thereto; thence N.89°51'22"E., along the South line of said Sec. 2, a distance of 1198.12 feet to the TRUE POINT OF BEGINNING; thence N.3°01'32"W., 1101.39 feet; thence N.89°51'22"E., 1501.21 feet; thence S.0°00'00"E., 1100.00 feet to a point on the South line of said Sec. 2; thence S.89°51'22"W., along the South line of said Sec. 2, a distance of 354.20 feet; thence N.0°08'38"W., 1090.00 feet; thence S.89°51'22"W., 200.00 feet; thence S.0°08'38"E., 1090.00 feet to a point on the South line of said Sec. 2; thence S.89°51'22"W., along the South line of said Sec. 2, a distance of 888.88 feet to the True point of Beginning.

County of Kiowa, State of Colorado

259928

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT

STATE OF COLORADO }
COUNTY OF KIOWA }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "**RME**") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in KIOWA County, Colorado (the "Subject Lands"), to-wit:

Township T17S, Range R50W

Section Sec 1: ALL

Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

INDEX

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: James L. Newcomb
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

State of Colorado } ss. 259928
County of Kiowa }
I hereby certify that this instrument
was filed in my office at 11:08 o'clock
AM MAY 17 2002 and
recorded in Book 433 Page 095
BETTY V. CROW

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

Recorded:
By Janice M. King
deputy

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.



Melissa Ann Shores
NOTARY PUBLIC, State of Texas

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO
COUNTY OF KIOWA }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "RME") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in KIOWA County, Colorado (the "Subject Lands"), to-wit:

**Township T17S, Range R50W
Section Sec 11: ALL**

Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: _____

James L. Newcomb

Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.



Melissa Ann Shores
NOTARY PUBLIC, State of Texas

State of Colorado } ss 259929
County of Kiowa }
I hereby certify that this instrument
was filed in my office at 11:10 o'clock
A.M. MAY 17 2002 and
recorded in Book 433 Page 096
BETTY V. CROW

By Janice m. King, deputy
Recorder

259925

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO }
COUNTY OF KIOWA }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or RME LAND CORP. (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "RME") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in KIOWA County, Colorado (the "Subject Lands"), to-wit:

**Township T17S, Range R49W
Section Sec 5: ALL**

Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

INDEX

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: _____

James L. Newcomb

Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

State of Colorado } ss. 259925
County of Kiowa }

I hereby certify that this instrument
was filed in my office at 11:02 o'clock
AM MAY 17 2002 and
recorded in Book 433 Page 092

BETTY V. CROW

Recorder

By Janice m. King,
deputy

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.



Melissa Ann Shores

NOTARY PUBLIC, State of Texas

WELL AND WATER AGREEMENT WITH EASEMENT

THIS WELL AND WATER AGREEMENT WITH EASEMENT (hereinafter referred to as the "Agreement") is made and entered into this 25 day of June, 2003 by and between **LAKE & CO., A Partnership and E. W. K. & CO. A Partnership**, Grantors (hereinafter referred to as "Grantors"), **PAUL KELLEY**, (hereinafter referred to as "Kelley") and **RUSSELL BATTERTON**, Grantee (hereinafter referred to as "Grantee" or "Batterton").

RECITALS

The following recitals of fact are a material part of this Agreement:

A. Grantors are the owners of a water well located in Section Two (2), Township Seventeen (17) South, Range Fifty (50) West of the 6th P.M. in Kiowa County, Colorado (hereinafter referred to as the "Well Parcel").

B. The Well referenced in Recital A above together with the pump, casing, pressure tank, pipes, well water service lines, filters and wiring (hereinafter referred to as the "Well"), supplies water to through an existing transportation system that consists of pipelines that run in a northerly direction from the Well located in Section Two (2), Township Seventeen (17) South, Range Fifty (50) west and continuing north along the western boundary of Grantor's property located in Section One (1), Township Seventeen (17) South, Range Fifty (50) West all located in the County of Kiowa, State of Colorado and then continuing north along said boundary, then into Section Thirty-One (31) Township Sixteen (16) South, Range Forty-Nine (49) West Cheyenne County, Colorado to property owned by Batterton wherein it services stock tanks located in Sections Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-Two (32), Township Sixteen (16) South, Range Forty-Nine (49) West and Sections Twenty-five (25) and Twenty-six (26), Township Sixteen (16) South, Range Fifty (50) West of the 6th P.M. located in Cheyenne County, Colorado.

C. Grantors desire to provide and Grantee desires to use water from said well for livestock watering and domestic purposes and whereas the electrical connection to the well is currently connected to the electrical power system of the house currently owned by Paul Kelley located in the South one-half (S1/2) Section Two (2), Township Seventeen (17), Range Fifty (50), Kiowa County, Colorado and Kelley agrees to allow Grantee to connect the pump for said well to the electrical power system of said Kelley for use for said well for consideration as recited below.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the following covenants, conditions, easements, restrictions and obligations are made:

1. Consideration. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration herein paid, delivered and conveyed by Batterton to Grantors and Kelley, Grantor and Kelley agree to convey to Batterton, the right to receive, use, and enjoy the water from the Well in such quantities as may be necessary for livestock watering and domestic

purposes along the existing pipelines and into the existing tanks on property owned by Batterton now appurtenant to said property. That the rights conveyed pursuant to this Paragraph 1 shall benefit and be appurtenant to the above described real estate owned by Batterton and shall run with and burden the "Well Parcel" notwithstanding the above and foregoing, that Grantors do not warrant either the quality or quantity of water which may be pumped by Batterton from the "well", Grantors, for themselves, their heirs, their personal representatives, successors and assigns do however warrant that if said well is replaced, that this conveyance shall apply to any replacement well.

2. Annual Obligation. The parties agree that Batterton shall pay to Paul Kelley the going rate charged by the electric company for the past year for said electricity used to pump said water for the past year. The amount of electricity used will be determined by electrical meter installed on said pump. Said meter will be read on or about December 31 of each year and Batterton shall pay Kelley said amount on or about January 1 of each year. In addition Batterton shall pay an annual fee of \$1,000.00 to LaVerle Kelley as General Partner and Agent for Grantors for the right to use the water which shall be due on or before December 15 of each year. Grantors agree that this consideration shall not be adjusted until January 2009. The parties shall review the annual payments due under this contract in December of 2008 and renegotiate the annual payment under this contract. In the event the parties are unable to agree to the annual payment amount the matter shall be submitted to arbitration as provided for in paragraph 9 of this agreement.

3. Costs of Repairs and Maintenance. Batterton agrees to provide and pay for all equipment and materials in the connection with the pumping, production and transportation of the water and shall otherwise be solely responsible for all maintenance and repairs of said pipeline. That in the event that it is necessary to repair the electrical line going into the well, Batterton agrees to be responsible for half of the expenses to repair the electrical line and Kelley and Grantor will be responsible to pay the other half of said expenses.

4. Granted Easement. Grantors hereby grant to Batterton, his personal representative, heirs, agents, employees, successors and assigns, a non-exclusive easement over and across the "Well Parcel" and other property described above for the sole purpose of using, making repairs, and maintaining the "Well" and water service lines pursuant to this instrument. The rule of strict construction shall not apply to this grant, rather this grant shall be given reasonable construction so that the intention of the parties is to confer to Batterton a useable right of enjoyment to the well, its water and this easement is carried out.

5. Enjoyment of Easement Restoration. In using the "Well Parcel" pursuant to Paragraph 5 above, Batterton shall take all reasonable measures to avoid or minimize any resulting interference with the use and enjoyment of the "Well Parcel" by Grantors and their agents, guests, invitees, heirs and assigns. In repairing or maintaining the Well or waterlines, Batterton shall take all reasonable steps to avoid any physical harm or damage and minimize disturbance to existing trees, vegetation or shrubbery of the "Well Parcel". Furthermore, following any maintenance, repair or replacement, Batterton shall restore any affected areas within the "Well Parcel" to substantially the same condition in which they existed immediately prior to the subject work.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs and assigns, successors, tenants and personal representatives of the parties.

7. Kelley's right to use subject well. If in the future, a well owned by Grantors immediately south of the subject well fails to produce sufficient water for Paul Kelley's home and livestock usage, then Kelley shall have the right to connect onto the subject well for those purposes.

8. Arbitration. Any dispute by the parties not able to be resolved between them will be submitted to arbitration as follows: If the parties are unable to agree upon such terms, Grantor shall appoint one arbitrator, Batterton shall appoint second arbitrator and the two arbitrators shall jointly appoint a third, and the matter shall be determined by the arbitration, said arbitration shall be binding upon the parties as resolution of the issues. Grantor and Batterton each agree to pay one-half (1/2) of any resulting arbitration costs.

9. Continued use of electricity. The parties agree to that at no time shall Kelley refuse to allow Batterton the use of electricity under this agreement for the pumping of said well except for non-payment of the annual charge or unless they are justified due to power failure or interruption or if required to disconnect the connection by the supplier of electrical power or any act or matter out of their control.

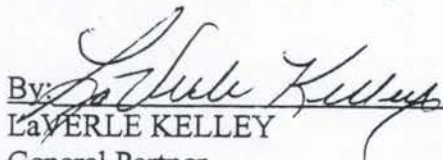
10. Late payments. Any payment not paid within ten (10) days of the due date this agreement shall have a late charge of 10% of the outstanding fee added to the fee.

11. Recording of this Agreement. The parties hereto agree that this Agreement shall be recorded in the records of the Clerk and Recorder of Cheyenne County and Kiowa County.

IN WITNESS WHEREFORE, the parties have affixed their signatures on the date first above recited.

GRANTOR:

LAKE & CO, A Partnership

By: 
LaVERLE KELLEY
General Partner

E.W.K. & CO, A Partnership

By: 
LaVERLE KELLEY
General Partner

STATE OF COLORADO)
COUNTY OF Kiowa) ss.
)

The foregoing instrument was acknowledged before me this 25 day of June, 2003, by LaVERLE KELLEY General Partner for Lake & Co., A Partnership and E.W.K & Co., A Partnership.

WITNESS my hand and official seal.
My commission expires: 04-10-2004

Debra C. Lening
Notary Public



GRANTEE:

Russell Batterton
RUSSELL BATTERTON

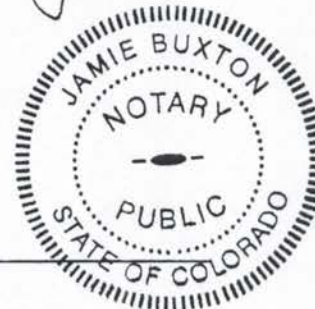
STATE OF COLORADO)
COUNTY OF) ss.
)

The foregoing instrument was acknowledged before me this 9th day of July, 2003, by Russell Batterton.

WITNESS my hand and official seal.

My commission expires: 7-26-05

Jamie Buxton
Notary Public



KELLY:

Paul Kelley
PAUL KELLEY

STATE OF COLORADO)
) ss.
COUNTY OF Kiowa)

The foregoing instrument was acknowledged before me this 25 day of June, 2003, by Paul Kelley.

WITNESS my hand and official seal.

My commission expires: 04-10-2004

Debra C. Lening
Notary Public



State of Colorado }
County of Kiowa } ss. **261334**

I hereby certify that this instrument
was filed in my office at 3:20 o'clock
P.M. JUL 9 2003 and
recorded in Book 436 Page 459-463

BETTY V. CROW
Sharon Koch, Deputy Recorder

INDEX

WELL AND WATER LICENCE AGREEMENT WITH EASEMENT

THIS WELL AND LICENCE AGREEMENT WITH EASEMENT (hereinafter referred to as "Agreement") is entered into this 5th day of December, 2018 by and between **BOX "E" LLC**, hereinafter referred to as "Grantors", and **BRANDEN DUNLAP**, hereinafter referred to as "Grantee"

RECITALS

The following recitals of fact are a material part of this Agreement:

- A. Grantors are the owners of a water well located in Section 11, Township 17 South, Range 50 West of the 6th P.M., in Kiowa County, Colorado (hereinafter referred to as the "Well Parcel").
- B. The well referenced in Recital A above together with the pump, casing, pressure tank, pipes, well water service lines, filters and wiring (hereinafter referred to as the "Well"), supplies water through an existing transportation system that consists of pipelines that run in a Westerly direction from the Well located in Section 11, Township 17 South, Range 50 West, running to a home that is owned by Grantee located in a portion of Section 2, Township 17 South, Range 50 West of the 6th P.M., said well also providing water for five livestock tanks and two hydrants located upon land owned by Grantors.
- C. Grantors desire to provide and Grantee desires to use water from said well exclusively for household purposes, and Grantors desire to continue to use water from the well for livestock watering purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the following covenants, conditions, easements, restrictions, and obligations are made:

1. **CONSIDERATION.** In Consideration of Five Hundred United States Dollars (\$500.00) to be paid herein by Grantee to Grantors, Grantors agree to convey to Grantee the right to receive, use, and enjoy the water from the well in such quantities as may be necessary for livestock watering and domestic purposes along the existing pipelines and into existing tanks on property owned by Grantee now appurtenant to the property.
2. **NO WARRANTY.** Grantee acknowledges and agrees that Grantors do not warrant either the quality or quantity of water which may be pumped by Grantee from the well. Further, if for any reason the well should dry-up or be unable to produce a sufficient volume of water to adequately supply the pipeline and water usage in question, then the obligation of Grantors to supply water to Grantee shall cease and this Agreement shall terminate unless otherwise agreed by the parties.
3. **USE OF WATER.** Grantee warrants and agrees that he will reasonably use the water that he is allowed under this Agreement, that he will not waste the water in any way, and should any portion of the well or pipeline system be damaged so that water is being wasted or lost, Grantee will take immediate efforts to stop the waste of water and to repair the problem.

Grantors shall have the right to inspect that portion of the pipeline system upon Grantee's property upon reasonable notice.

4. **TERM OF LICENCE.** This Agreement shall be enforceable until December 31, 2018. Grantee shall make payment of \$500.00 consideration for this license agreement on or before December 31, 2018. This license agreement shall be an annual license agreement subject to renewal for an additional term upon the mutual agreement of the parties. Grantee shall contact Grantors no later than December 1, 2018 indicating his willingness to enter into another annual license agreement for 2019. Should parties be able to agree upon the terms, then the agreement of the parties in this regard will continue. If the parties are not able to agree upon terms, then the license agreement and the right to use the water shall cease.
5. **COSTS OF REPAIRS AND MAINTENANCE.** The Grantors acknowledge that they will be responsible to provide and pay for all equipment and materials in connection with the pumping, production, and transportation of the water located on Grantor's property and shall otherwise be solely responsible for all maintenance and repairs of the pipeline that is on Grantors' property. In turn, Grantee shall be responsible for the pipeline that underlies his property, and for all pumping or production components that are on Grantee's property.
6. **DEFAULT.** Time is of the essence hereof, and if any obligation hereunder is not performed as herein provided then the non-defaulting party shall have available the remedies listed herein. Each party shall have available to them against a defaulting party any and all remedies, either at law or in equity, including an action for specific performance or damages, or both. In the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expenses, including attorney fees.
7. **BINDING AGREEMENT.** This Agreement shall be binding upon the respective heirs, successors, personal representatives, and assigns of each party. This license agreement is personal to the Grantee, and may not be assigned by the Grantee without the express, written consent of Grantors.
8. **LAW APPLICABLE.** This Agreement is intended to be performed in the State of Colorado and shall be construed and enforced in every respect in accordance with the laws of that state.
9. **EXECUTION.** Any copies of this Agreement which shall be executed shall be deemed an original.
10. **GRANTORS' RIGHT TO USE SUBJECT WELL.** If in the future, wells owned by the Grantors and located on Section 1 or Section 8 of Township 17 South, Range 50 West of the 6th P.M., should fail to produce sufficient water for Grantors' needs, then Grantors shall have the right to connect on to the subject well for those purposes. If, under these circumstances, the well cannot produce a sufficient volume of water to adequately supply both Grantors' needs and Grantee's needs, then Grantors shall have the option of immediately terminating this License Agreement and returning a pro rata portion of the consideration paid by Grantee.
11. **MERGER.** This Agreement replaces any and all previously existing agreements between the parties, whether oral or in writing in nature.

IN WITNESS WHEREOF, the parties have duly executed this agreement the date set forth above.

LaVerle S. Kelley MBR
BOX "E" LLC, Grantor

Mark Kelley (Manager)
BOX "E" LLC, Grantor

Branden Dunlap
BRANDEN DUNLAP, Grantee

STATE OF COLORADO)

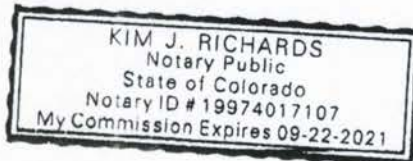
) SS

COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by LaVerle S. Kelley as Member-Manager of BOX "E" LLC, and Mark Kelley, as
Manager of BOX "E" LLC.

Witness my hand and official seal.

My commission expires 09-22-2021



Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

STATE OF COLORADO)

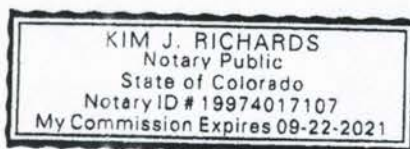
) SS

COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by BRANDEN DUNLAP

Witness my hand and official seal.

My commission expires 09-22-2021



Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads

WELL AND WATER LICENCE AGREEMENT WITH EASEMENT

THIS WELL AND LICENCE AGREEMENT WITH EASEMENT (hereinafter referred to as "Agreement") is entered into this 5th day of December, 2018 by and between **BOX "E" LLC**, hereinafter referred to as "Grantors", and **BLAYNE BATTERTON**, hereinafter referred to as "Grantee"

RECITALS

The following recitals of fact are a material part of this Agreement:

- A. Grantors are the owners of a water well located in Section 2, Township 17 South, Range 50 West of the 6th P.M., in Kiowa County, Colorado (hereinafter referred to as the "Well Parcel").
- B. The well referenced in Recital A above together with the pump, casing, pressure tank, pipes, well water service lines, filters and wiring (hereinafter referred to as the "Well"), supplies water through an existing transportation system that consists of pipelines that run in a Northerly direction from the Well located in Section 2, Township 17 South, Range 50 West and continuing North along the Western boundary of Grantor's property located in Section 1, Township 17 South, Range 50 West, all located in Kiowa County, Colorado, and then continuing North along said boundary, then into Section 31, Township 16 South, Range 49 West, Cheyenne County, Colorado, to property owned by Batterton wherein it services certain domestic or household uses and stock tanks located in Sections 29, 30, 31, and 32, Township 16 South, Range 49 West and Sections 25 and 26, Township 16 South, Range 50 West of the 6th P.M., located in Cheyenne County, Colorado.
- C. Grantors desire to provide and Grantee desires to use water from said well for livestock watering and domestic or household purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the following covenants, conditions, easements, restrictions, and obligations are made:

1. **CONSIDERATION.** In consideration of One Thousand Five Hundred United States Dollars (\$1,500.00) to be paid as provided herein by Grantee to Grantors, Grantors agree to convey to Grantee the right to receive, use, and enjoy the water from the well in such quantities as may be necessary for livestock watering and domestic purposes along the existing pipelines and into the existing tanks on property owned by Grantee now appurtenant to the property.
2. **NO WARRANTY.** Grantee acknowledges and agrees that Grantors do not warrant either the quality or quantity of water which may be pumped by Grantee from the well. Further, if for any reason the well should dry-up or be unable to produce a sufficient volume of water to adequately supply the pipeline and water usage in question, then the obligation of Grantors to supply water to Grantee shall cease and this Agreement shall terminate unless otherwise agreed by the parties.

3. **USE OF WATER.** Grantee warrants and agrees that he will reasonably use the water that he is allowed under this Agreement, that he will not waste the water in any way, and should any portion of the well or pipeline system be damaged so that water is being wasted or lost. Grantee will take immediate efforts to stop the waste of water and to repair the problem. Grantors shall have the right to inspect that portion of the pipeline system upon Grantee's property upon reasonable notice.
4. **TERM OF LICENCE.** This Agreement shall be enforceable until December 31, 2018. Grantee shall make payment of \$1500.00 consideration for this license agreement on or before December 31, 2018. This license agreement shall be an annual license agreement subject to renewal for an additional term upon the mutual agreement of the parties. Grantee shall contact Grantors no later than December 1, 2018 indicating his willingness to enter into another annual license agreement for 2019. Should parties be able to agree upon the terms, then the agreement of the parties in this regard will continue. If the parties are not able to agree upon terms, then the license agreement and the right to use the water shall cease.
5. **COSTS OF REPAIRS AND MAINTENANCE.** Grantee agrees to provide and pay for all equipment and materials in connection with the pumping, production, and transportation of the water and shall otherwise be solely responsible for all maintenance and repairs of said pipeline. In addition, should the pump need maintenance and repair, Grantee shall be responsible for this as well. The parties acknowledge that the electricity for the well is metered and Grantee shall place the meter in his name and will pay all electrical costs.

Grantors acknowledge that should Grantee make improvements to the well located upon Grantee's property, and should this license be terminated before the expiration of five (5) years from the date of said improvement made to the well, then Grantors will agree to compensate Grantees for the pro rata cost of said improvements based on a five year pro rata schedule. For example and by way of illustration, should Grantee make a repair to the well system which cost \$1,000.00, in year one, and should Grantors renew the license for four years but not for year five (5), then Grantee would be entitled to a reimbursement of 1/5 of his expense, or \$200.00.
6. **GRANTED EASEMENT.** Grantors hereby grant to Grantee, his personal representatives, heirs, agents, employees, successors and assigns, a non-exclusive easement over and across the property of Grantors for the sole purpose of using, making repairs, and maintaining the well and water service lines pursuant to this Agreement.
7. **ENJOYMENT OF EASEMENT RESTORATION.** In using the granted easement pursuant to paragraph 6 above, Grantee shall take all reasonable measures to avoid or minimize any interference with the use and enjoyment of the real property owned by Grantors and any of their agents, guests, invitees, heirs and assigns. In repairing or maintaining the well or water lines, Grantee shall take all reasonable steps to avoid any physical harm or damage and minimize the disturbance to existing trees, vegetation, or shrubbery. Furthermore, following any maintenance, repair, or replacement, Grantee shall restore any affected areas within the granted easement or elsewhere to substantially the same condition in which they existed immediately prior to the subject work.
8. **DEFAULT.** Time is of the essence hereof, and if any obligation hereunder is not performed as herein provided then the non-defaulting party shall have available the remedies listed herein. Each party shall have available to them against a defaulting party any and all remedies, either at

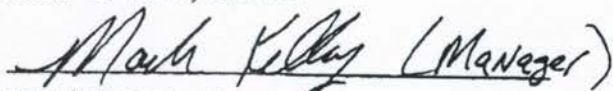
law or in equity, including an action for specific performance or damages, or both. In the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expenses, including attorney fees.

9. **BINDING AGREEMENT.** This Agreement shall be binding upon the respective heirs, successors, personal representatives, and assigns of each party. This license agreement is personal to the Grantee, and may not be assigned by the Grantee without the express, written consent of Grantors.
10. **LAW APPLICABLE.** This Agreement is intended to be performed in the State of Colorado and shall be construed and enforced in every respect in accordance with the laws of that state.
11. **EXECUTION.** Any copies of this Agreement which shall be executed shall be deemed an original.
12. **GRANTORS' RIGHT TO USE SUBJECT WELL.** If in the future, wells owned by the Grantors should fail to produce sufficient water for Grantors' needs, then Grantors shall have the right to connect on to the subject well for those purposes. If, under these circumstances, the well cannot produce a sufficient volume of water to adequately supply both Grantors' needs and Grantee's needs, then Grantors shall have the option of immediately terminating this License Agreement and returning a pro rata portion of the consideration paid by Grantee.
13. **MERGER.** This Agreement replaces any and all previously existing agreements between the parties, whether oral or in writing in nature.

IN WITNESS WHEREOF, the parties have duly executed this agreement the date set forth above.


 BOX "E" LLC, Grantor


 BLAYNE BATTERTON, Grantee

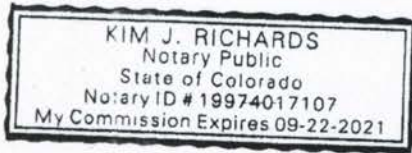

 BOX "E" LLC, Grantor

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by LaVerle S. Kelley as Member-Manager of **BOX "E" LLC**, and Mark Kelley,
as Manager of BOX "E" LLC.

Witness my hand and official seal.

My commission expires 09-22-2021



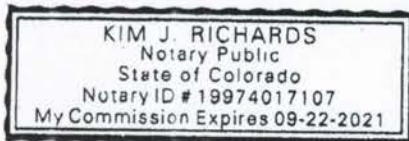
Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

STATE OF COLORADO)
) SS
COUNTY OF Kiowa)

The forgoing instrument was acknowledged before me this 5th day of December, 2018,
by **BLAYNE BATTERTON**

Witness my hand and official seal.

My commission expires 09-22-2021



Kim J. Richards
Notary Public
Business address: 1304 Goff St., Eads, Co.

Return Recorded Document to:
Western Frontier Pipeline Co.
110 W. Chestnut
Garden City, Kansas 67846

33

State: Colorado
County: Kiowa
Tract No. CO-KI-001

WESTERN FRONTIER PIPELINE COMPANY, L.L.C. RIGHT OF WAY AND EASEMENT AGREEMENT

For and in consideration of the sum of Ten and 00/100 Dollars and other valuable consideration receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants sells conveys and warrants unto **WESTERN FRONTIER PIPELINE COMPANY, L.L.C.**, whose mailing address is 3800 Frederica Street, Owensboro, Kentucky 43202, its successors and assigns, herein called Grantee, an easement and right of way, 50 feet in width, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, and remove a pipeline, together with necessary valves, cathodic equipment, and appurtenances thereto, at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Kiowa, State of Colorado, to wit:

Across a portion of the Northeast quarter (NE/4) of Section 6; Section 5 and the Northeast quarter (NE/4) of Section 8, all in Township 17 South, Range 49 West of the 6th P. M. in Kiowa County, Colorado.

together with the right of ingress and egress to, from, and along such easement and right of way and the right to use existing roads for the aforesaid purposes. In the exercise of the rights granted herein, Grantee shall have the right to use temporary work space along and adjacent to said easement and right of way as reasonably necessary in connection with the aforesaid purposes.

The exact location of the easement and right of way conveyed by this instrument shall be determined by the installation of Grantee's pipeline which pipeline shall, upon installation, be established as being 25 feet on each side of the centerline of such pipeline.

Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the pipeline easement and right of way by Grantee.

Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee.

Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the easement and right of way without the prior written permission of Grantee. The Grantor assumes and shall defend, indemnify and hold harmless the Grantee from all cost, loss, damage, expense or claim of any nature arising from any acts or existence of structures of Grantor so permitted by Grantee.

Any pipeline constructed under this instrument shall be buried to a minimum depth of 36 inches below the surface of the ground.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

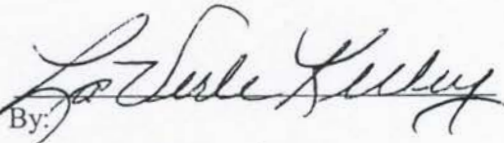
The easement and right of way herein granted may be leased or assigned in whole or in part.

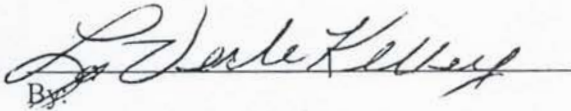
TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee until such time as Grantee releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE 19 day of December, 2001.

GRANTORS: E. W. K. & Company

GRANTORS: Lake & Company

By: 

By: 

Title: Administrator
LaVerle Kelley aka LaVerle S. Kelley

Title: Administrator
LaVerle Kelley aka LaVerle S. Kelley

Acknowledgement

State of Colorado)
County of Kiowa) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 19 day of December, 2001, personally appeared LaVerle S. Kelley, for and on behalf of E. W. K. & Company, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My commission expires: October 3, 2003

Betty S. Crow
Notary Public

State of Colorado)
County of Kiowa) ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 19 day of December, 2001, personally appeared LaVerle S. Kelley, for and on behalf of Lake & Company to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My commission expires: October 3, 2003

Betty S. Crow
Notary Public

INDEX

State of Colorado } ss 259488
County of Kiowa }
I hereby certify that this instrument
was filed in my office at 8:30 o'clock
A.M. DEC 26 2001 and
recorded in Book 432 Page 125

BETTY V. CROW

Recorder

By Janice M. King

MANAGEMENT COMPENSATION AGREEMENT

AGREEMENT entered into this 1st day of January, 2020 by and between Box "E" LLC, a Colorado limited liability company, hereinafter referred to as the "Company" and Mark D. Kelley, hereinafter referred to as "Manager".

Recitals,

WHEREAS, the Company desires to engage the Manager to manage its Business, and the Manager desires to operate and manage the Company on the terms set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. SERVICES PROVIDED. Manager will be responsible for the operation and supervision of the business of the Company. Subject to any limitations imposed by the Company's Operating Agreement, Manager will provide usual farm and ranch management services. This includes, but is not limited to, review of pasture leases, farm leases, payment of expenses, oversight of maintenance and repairs, qualification of applicable government programs, working with legal, accounting and other professional consultants, accounting for receipts and disbursements concerning the Company's assets and activities.

2. COMPENSATION. Manager shall receive compensation equal to ten percent (10%) of the gross income per year of the Company, payable on or before the last day of each year during the term of this Agreement. In addition, Manager will receive a fair hourly fee for labor, plus a fair hourly fee for any equipment provided by Manager for use by the Company in performing services described herein. The hourly fee shall be based on the current applicable market rate for such services or equipment use. An itemized invoice for this additional compensation will be furnished by Manager to the Company upon completion of work. The Company shall reimburse Manager for all reasonable and necessary out-of-pocket business and travel expenses incurred by him in the performance of his duties and responsibilities hereunder, subject to the Company's normal policies and

procedures for expense verification and documentation. Manager shall receive compensation as an independent contractor and acknowledges that Manager shall not be an employee of the Company but will be responsible for all employment, income and other taxes on monies paid pursuant to this Agreement. Manager acknowledges that Manager is not entitled to unemployment insurance benefits and is not covered under a Company's worker's compensation insurance policy.

3. **TERM.** Except as provided herein, this Agreement shall be for an initial term of ~~five~~^{TEN} (10) years from this date. It will automatically renew for one (1) year extensions unless written notice of termination is given by either party at least sixty (60) days prior to the termination date.

4. **AUTHORITY.** Manager shall have the right to incur obligations on behalf of the Company within his scope of services as describe herein. Manager shall not have the authority to act on behalf of the Company for any of the following transactions without the express authorization of the Members through resolution or written consent:

- a. Enter into any contract, make any expenditure of funds or borrow any funds on behalf of the Company in the aggregate greater than \$5000.
- b. Sell, transfer, assign, convey, encumber or otherwise dispose of substantially all of the assets of the Company, or
- c. Do any act or fail to do any act which would adversely and materially affect the business of the Company.

5. **INSURANCE.** Company shall obtain liability and property insurance which the Manager will ensure is maintained.

6. **OPERATING EXPENSES.** Company shall be responsible for all operating expenses, including insurance, taxes, repairs, utilities and other expenses.

7. **FSA & NRCS CONTRACTS.** Manager shall enroll the Company in any conservation contracts or other farm programs that are in the best interest of

the Company and shall act as Agent to represent the Company concerning such contracts.

8. TERMINATION. If Manager decides to terminate his services hereunder, he agrees to give the Company sixty (60) days notice so that arrangements can be made to employ a successor manager. Compensation will be paid to the Manager through the date of termination. If, after a majority vote of the Company's members, the Company decides to terminate this Agreement, the Company shall provide Manager with written notice of termination. The termination will be effective immediately and any property in the custody of Manager will be delivered to the Company. Company shall be obligated to pay Manager his compensation through the termination date.

9. CONFLICT OF INTEREST. Company is aware of the fact that Manager is a Co-Trustee of the Earl W. Kelley, Jr. Trust Dated June 4, 1979 and a beneficiary of said Trust. These relationships do not disqualify Manager from serving under this Agreement. The parties shall deal honestly and in good faith under this Agreement.

10. FINAL AGREEMENT. It shall be presumed that this Agreement was drafted equally and jointly by the Company and Manager, and constitutes the complete and accurate integration of all terms and conditions of said Agreement. No amendment hereto shall be valid unless in writing and signed by both parties.

11. DEFAULT. In the event of default by either party of any provisions hereof, the nondefaulting party shall be obligated to furnish written notice to the defaulting party identifying the default and what is required to cure default. The defaulting party shall reply within fifteen (15) days either admitting or denying such default, and describing what if any actions will be undertaken by the defaulting party to cure such default. If the defaulting party fails to cure such default within thirty (30) days thereafter, then the non-defaulting party shall have the right to commence litigations and seek relief as set forth herein. In the event of default by either party, the other party shall have the right to recover such damages as provided by law, subject to the provision of Paragraph 8. In the event of any litigation hereunder, the Kiowa County, Colorado District or County Court sitting without jury in Eads,

Colorado shall have exclusive jurisdiction of said matter, and shall award attorney fees and litigation costs to the substantially prevailing party.

12. BINDING EFFECT. This Agreement is binding upon the parties and their respective heirs, personal representatives, successors and assigns. Time shall be deemed as of the essence under this Agreement. This Agreement shall be interpreted according to the laws of the State of Colorado. Manager may not assign any interest hereunder without written consent of the Company.

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the day and year above written.

MANAGER:

By: Mark D. Kelley (Manager)
Mark D. Kelley

COMPANY:

"Box" E, LLC, a Colorado Limited Liability Company

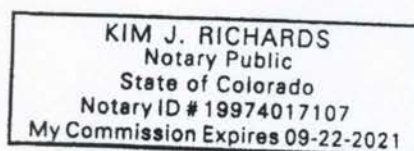
By: LaVerle Kelley msk
LaVerle Kelley, Member

By: Earl W. Kelley Trustee
Earl W. Kelley, JR. Trust
LaVerle Kelley, Trustee

State of Colorado
County of Kiowa ss.

The foregoing instrument was acknowledged before this 12th day of February, 2020, by LaVerle Kelley, Member of "Box " E, LLC, a Colorado Limited Liability Company, and LaVerle Kelley, Trustee of Earl W. Kelley, Jr. Trust.

Witness my hand and official seal.
My commission expires: 09-22-2021



Kim J. Richards
Notary Public

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MEMORANDUM OF OIL AND GAS LEASE

STATE OF COLORADO §
§
COUNTY OF KIOWA §

THAT Box "E", LLC, a Colorado Limited Liability Company ("Lessor"), whose address is P.O. Box 842, Eads, Colorado 81036, and Wildcat Resources, Inc. ("Lessee"), whose address is 245 N. Waco, Suite T200, Wichita, Kansas 67202, hereby acknowledge and give notice that Lessor has executed and delivered to Lessee a Paid-Up Oil, Gas and Mineral Lease ("the lease"), dated the 24th day of February, 2020, for a primary term of three (3) years, with an option to extend the Lease an additional three (3) years, covering that certain 648.86 acres of land, more or less, situated in Kiowa County, Colorado (herein called the "leased premises"), which leased premises are more particularly described below. Under the terms of said lease, Lessor has granted, leased and let the leased premises exclusively unto Lessee (subject to each and all the other provisions thereof) for the sole purposes of exploring operating for and producing oil and gas.

Township 17 South, Range 49 West of the 6th P.M.
Section 06:

Tract #1: Lot 01 (40.00 acres), Lot 02 (40.00 acres), South Half of the Northeast Quarter (S/2NE/4) also described as the Northeast Quarter (NE/4)
Tract #2: Lot 03 (40.00 acres), Lot 04 (42.20 acres), Lot 05 (42.21 acres), Southeast Quarter of the Northwest Quarter (SE/4NW/4 also described as the Northwest Quarter (NW/4)
Tract #3: Lot 06 (42.22 acres), Lot 42.23 acres), East Half of the Southwest Quarter (E/2SW/4) also described as the Southwest Quarter (SW/4)
Tract #4: Southeast Quarter (SE/4)

Containing 648.860000 acres, more or less.

Said lease shall apply only to oil and gas (together with those substances produced necessarily with and incidental to the production of oil and gas) and shall not apply to or cover any other minerals or substances.

This Memorandum of Oil and Gas Lease is executed by Lessor and placed of record to evidence the existence of said lease and this Memorandum is recorded in lieu of filing said lease of record in the Official Records of Kiowa County, Colorado, so as to avoid unduly encumbering such records and for the purposes of placing all person on notice of the existence of said lease.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Box "E", LLC, a Colorado Limited Liability Company


By: LaVerle Kelley, Manager

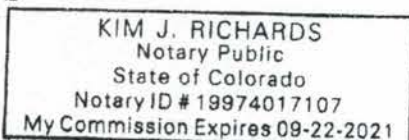

By: Mark Keller, Manager

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Kiowa)

On this 11th day of March, 2020, before me, the undersigned Notary Public in and for said county and state personally appeared **LaVerle Kelley, Manager and Mark Kelley, Manager of Box "E", LLC, a Colorado Limited Liability Company** known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove stated.

SEAL




Notary Public: Kim J. Richards
My Commission Expires 09-22-2021

265254

Page 1 of 1

Requested By: SOUTHEAST CO POWER ASSO, INC

Kiowa County, CO

Debra C. Lening, Recorder

10-30-2007 03:34 PM Recording Fee \$6.00

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned (referred to be in the plural whether one or more) and also referred to as "Owner", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Southeast Colorado Power Association, Inc., a Cooperative corporation of the State of Colorado, (hereinafter called the "Cooperative"), whose address is P.O. Box 521, La Junta, Colorado 81050, and to its successors and assigns, a perpetual right of way easement, in the County of Kiowa, State of Colorado, more particularly described as follows:

S 1/2 of SE 1/4 of SECTION 02, TOWNSHIP 17 S, RANGE 50 W, the purposes of constructing, re-constructing, altering, operating, inspecting, repairing, maintaining, retiring and extending from time to time, over and across the above described lands, either above or below the ground level, or both, an electric line or system both for transmission and for distribution, and/or for telecommunication line and/or system, all as the Cooperative shall find necessary and deem advisable; AND TO CUT AND TRIM AND CONTROL BY MACHINERY OR OTHERWISE, THE TREES AND SHRUBERY TO THE EXTENT NECESSARY TO ELIMINATE ANY INTERFERENCE WITH OR THREAT TO THE SAID LINE OR SYSTEM and to permit access at all times to the line for all of the purposes above enumerated, together with the right of ingress to and egress from said above described tract of land from adjoining lands owned by the grantor, same to be held and enjoyed by the grantee, its successors and assigns.

Upon the original construction of the line, the land to which this easement applies shall thereupon become certain as defined by the actual line together with 10 feet either side of the centerline, as constructed, at all points to permit access for all the purposes above enumerated. The undersigned agrees to keep the line or system clear of building, structures, piles of earth, rubbish, debris or other substances or materials.

The undersigned grants the Cooperative the right of access for ingress and egress over the lands above-described and the right to use the roads or trails, whether public, private or dedicated, to install, maintain and use gates and fences presently installed or as may be installed from time to time;

And further agrees that all facilities installed by or for the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative;

The undersigned agrees that the failure to enforce all or any portion of this easement by the Cooperative shall not be deemed acquiescence or waiver by the Cooperative of any of its hereby-expressed rights.

The undersigned agrees that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperatives' expense shall remain the property of the Cooperative.

The undersigned warrant that they are the owners in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following:

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this 21 day of June, 20 07

(Owner) Laverle Kelley

(Owner) _____

Print Name LAVERLE KELLEY

Signed, sealed and delivered in the presence of:

(Witness) _____

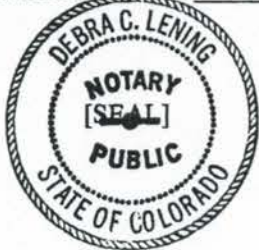
STATE OF COLORADO)

COUNTY OF Kiowa) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public within and for said County and State on this 21st day of June, 20 07 the identical person(s) who executed the within and foregoing instrument personally appeared and acknowledged to me that this document was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 04-10-2008



Notary Public

8550 County Rd 58
Address

Brandon, Co 81071-9504
City, State, Zip

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned (referred to be in the plural whether one or more) and also referred to as "Owner", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Southeast Colorado Power Association, Inc., a Cooperative corporation of the State of Colorado, (hereinafter called the "Cooperative"), whose address is P.O. Box 521, La Junta, Colorado 81050, and to its successors and assigns, a perpetual right of way easement, in the County of Kiowa, State of Colorado, more particularly described as follows:

NE 1/4 of NE 1/4 of SECTION 11, TOWNSHIP 17 S, RANGE 50 W, the purposes of constructing, re-constructing, altering, operating, inspecting, repairing, maintaining, retiring and extending from time to time, over and across the above described lands, either above or below the ground level, or both, an electric line or system both for transmission and for distribution, and/or for telecommunication line and/or system, all as the Cooperative shall find necessary and deem advisable; AND TO CUT AND TRIM AND CONTROL BY MACHINERY OR OTHERWISE, THE TREES AND SHRUBERY TO THE EXTENT NECESSARY TO ELIMINATE ANY INTERFERENCE WITH OR THREAT TO THE SAID LINE OR SYSTEM and to permit access at all times to the line for all of the purposes above enumerated, together with the right of ingress to and egress from said above described tract of land from adjoining lands owned by the grantor, same to be held and enjoyed by the grantee, its successors and assigns.

Upon the original construction of the line, the land to which this easement applies shall thereupon become certain as defined by the actual line together with 10 feet either side of the centerline, as constructed, at all points to permit access for all the purposes above enumerated. The undersigned agrees to keep the line or system clear of building, structures, piles of earth, rubbish, debris or other substances or materials.

The undersigned grants the Cooperative the right of access for ingress and egress over the lands above-described and the right to use the roads or trails, whether public, private or dedicated, to install, maintain and use gates and fences presently installed or as may be installed from time to time;

And further agrees that all facilities installed by or for the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative;

The undersigned agrees that the failure to enforce all or any portion of this easement by the Cooperative shall not be deemed acquiescence or waiver by the Cooperative of any of its hereby-expressed rights.

The undersigned agrees that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperatives' expense shall remain the property of the Cooperative.

The undersigned warrant that they are the owners in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following:

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this 21 day of June, 20 07

(Owner) Laverle Kelley

(Owner) _____

Print Name LAVERLE KELLEY

Signed, sealed and delivered in the presence of:

(Witness) _____

STATE OF COLORADO)

COUNTY OF Kiowa) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public within and for said County and State on this 21st day of June, 20 07 the identical person(s) who executed the within and foregoing instrument personally appeared and acknowledged to me that this document was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 4-10-2008



Debra C. Lening
Notary Public

8550 County Rd 58
Address

Brandon, Co 81071-9504
City, State, Zip

SOUTHEAST COLORADO POWER ASSOCIATION
901 West Third Street - P.O. Box 521 - La Junta, Colorado 81050

AGREEMENT FOR ELECTRIC SERVICE

This AGREEMENT made MAY 31, 20 07, between SOUTHEAST COLORADO POWER ASSOCIATION (hereinafter called the "Seller"), and LAKE AND COMPANY (hereinafter called the "Consumer"), whose address is P. O. BOX 842, EADS, CO 81036.

WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need to operate a 1 1/2 (hp) or _____ (kw) electric service in:

Township 17S, Range 50W, 1/4 of Section 11, Grid 99, County KIOWA

UPON THE FOLLOWING TERMS:

1. TERM OF AGREEMENT

This agreement shall become effective on the date first written above, and shall remain in effect until **five (5) years** following the start of the initial billing period. This obligation shall become binding upon Consumer, his or her successors, administrators or assigns.

2. PAYMENT

a. The Consumer shall pay the Seller for service hereunder at the rates and tariffs currently in effect and on file. ANY CHANGES MADE FROM TIME TO TIME IN THE APPLICABLE FILED RATES AND TARIFFS APPROVED BY THE SELLER'S BOARD OF DIRECTORS WILL ALSO BECOME PART OF THIS AGREEMENT.

b. The initial billing period shall start when consumer begins using electric power and energy, or thirty days after power is made available at the service site of the Consumer, whichever shall occur first.

c. The Consumer upon signing this agreement shall make a consumer deposit as required. Bills for service will be sent monthly. Bills for service hereunder shall be paid in person or by mail at an office or collection agency of the Seller by the Seller's stated due date after the bill is mailed to the Consumer at address mentioned above. If Consumer shall fail to pay such bill by the stated due date, Seller may discontinue service hereunder according to the Seller policies for non-payment of amount due Seller. ANY CHANGES MADE FROM TIME TO TIME IN THE APPLICABLE POLICIES APPROVED BY THE SELLER'S BOARD OF DIRECTORS WILL ALSO BECOME PART OF THIS AGREEMENT.

d. The Seller has provided aid in the amount of \$ 4,000.00, (Seller Contribution) to provide service to Consumer. If Consumer remains connected for the life of this agreement, the Consumer will not pay any portion of the Seller Contribution. If the Consumer disconnects service or is disconnected due to non-payment of amounts owed for electric service prior to the end of this agreement, the Undersigned agrees to pay the remaining portion of the prorated Seller Contribution unless a new customer connects and assumes the terms of this agreement.

3. RECORDING OF THIS AGREEMENT

This agreement must be signed by the owner of the land upon which the service being provided. This agreement will be recorded in the above mentioned county as an unpaid lien against said property. The lien amount will be the Seller Contribution amount as shown in paragraph 2d above. The lien will be released at the expiration of this agreement.

4. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefore.

5. RIGHT OF ACCESS

It is understood that the Seller will use its best efforts in obtaining right-of-way easements over lands belonging to third parties, in order to render service under this contract, but it is understood and agreed between the parties hereto that if the Seller is unable to obtain said easements from third parties, there is no liability for service under this contract until said easements can be obtained, and it is further understood that the Seller is not required hereunder to undertake condemnation proceedings, or to pay for the easements herein contemplated. And it is further agreed that the Consumer hereunder will use his best efforts in obtaining of necessary easements from third parties.

6. PERMISSION TO TRIM TREES

Duly authorized representatives of Seller shall be permitted to trim trees which may interfere with Seller's facilities.

7. NO VERBAL STATEMENT OR AGREEMENTS BY EITHER PARTY SHALL MODIFY ANY CONDITION OR TERM OF THE WRITTEN LANGUAGE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the date first above written.

Seller: Southeast Colorado Power Association

By President: _____

Attest by Secretary: _____

STATE OF COLORADO)

) SS:

COUNTY OF Kiowa)

Subscribed and sworn to me before this 21 day of June 2007.

My commission expires: 04-10-2008

Notary Public _____

CONSUMER (If an Individual)

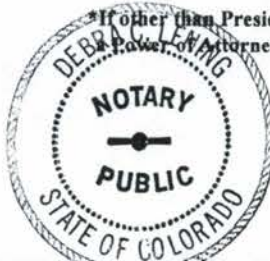
CONSUMER (If a Corporation, Partnership, etc., sign both as an Individual and Corporation)

By: _____

Title of Officer *

Attest: _____

*If other than President, Vice-President, Partner or Owner, Power of Attorney must accompany Agreement.



Reception No
171264



K.C. ELECTRIC ASSOCIATION

BOX 8 • HUGO, COLORADO 80821

October 27, 1981

Cheyenne County Clerk & Recorder
General Delivery
Cheyenne Wells, CO 80810

Gentlemen:

Pursuant to Senate Bill No. 172, K. C. Electric Association does submit for filing this letter and the attached map showing the area certificated to K. C. Electric Association by the Colorado Public Utilities Commission. The area within the Corporate limits of the towns of Cheyenne Wells and Kit Carson is included.

Anyone planning to excavate within this area may obtain the exact location of our underground facilities by writing our office at P. O. Box 8, Hugo, Colorado 80821, or by telephone by calling Mr. Floyd Williams, Manager of Office Services at (303) 743-2431. Regular business hours are from 7:00 a.m. to 5:30 p.m., Monday through Thursday.

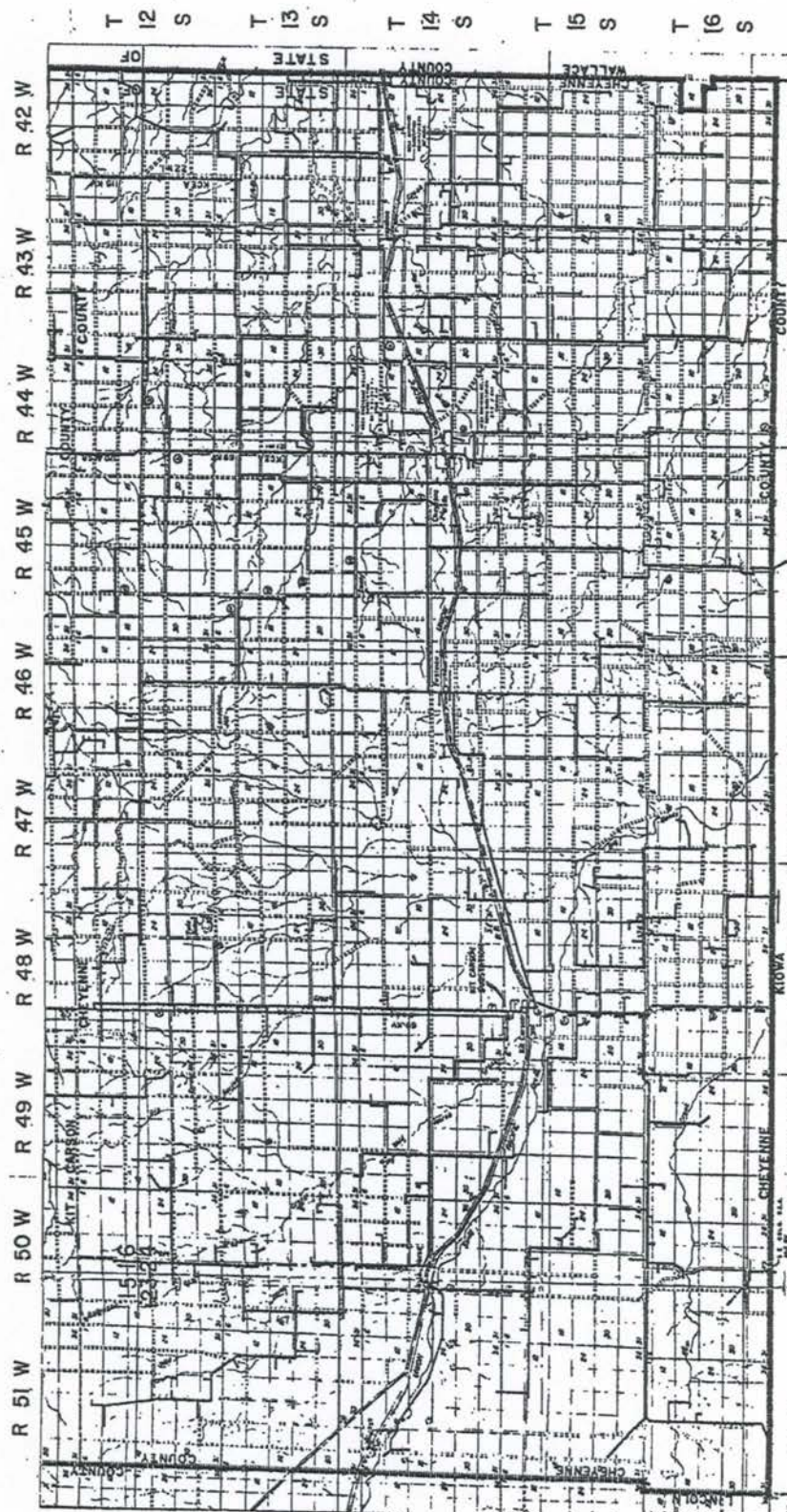
Very truly yours,

K. C. ELECTRIC ASSOCIATION

Ora F. Ware, General Manager

OFW/sl

Attachment: 1



KCEA SERVICE BOUNDARY AREA

K. C. ELECTRIC ASSOCIATION

P. O. BOX 8

HUGO, CO 80821

TELEPHONE NO. (303) 743-2431.

K.C. ELECTRIC ASSOCIATION SERVICE AREA
IN THE COUNTY OF CHEYENNE

Indexed *filed*

NO. **171264**

STATE OF COLORADO }
County of Cheyenne } ss.

I hereby certify that this instrument was
filed for record in my office at 2:54 o'clock
P.M., Nov 4, 1921, and
is duly recorded in book Page No. 100
Book 20 Record

By May Doyle Clerk and Recorder Deputy

FEES \$ 6.00

H.C. Electric Assn.
Augo, Colo.

UNDERGROUND INSTALLATION PERMIT

PERMITTEE'S NAME: Peoples Natural Gas Division of Northern Natural Gas Company,
a Corporation (operating in Colorado as Plateau Natural Gas
Company)

Address: P.O. Box 1357, 20 Boulder Crescent, Colorado Springs, Colorado 80901

Your request for permission to install a natural gas pipe line along
and/or under County Roads in Cheyenne County, Colorado is granted subject to the
following terms and conditions:

It is understood that the permittee will cause the installation at no
expense whatsoever to the Board of County Commissioners, Cheyenne County, Colorado,
or to Cheyenne County, Colorado and that the Permittee will own and maintain the
same after installation.

The pipe line shall be installed beneath the surface of the right-of-way
at a minimum depth of forty (40") inches, and the disturbed portion of the right-
of-way shall be restored to its original condition. Except where the pipe line
crosses the roadway, it shall follow as nearly as possible along the outside edge
of the traveled portion of said roadway.

Where the installation crosses the roadway, it shall be the duty of the
Permittee to replace and cover the surface in as nearly the same condition as
prior to any excavation.

The Permittee shall maintain the installation at all times and agrees
to hold the Board of County Commissioners of Cheyenne County, Colorado, and
Cheyenne County, Colorado, its officers and employees harmless from any and all
loss and damage which may arise out of or be connected with the installation,
maintenance, alteration, removal, or presence of the installation herein referred
to or any work or facility connected therewith, within the area covered by this
permit.

Permittee will be required to relocate its facilities from the highway
right-of-way when requested to do so by the Board of County Commissioners, Cheyenne
County, Colorado, because of necessary highway construction or maintenance
operations.

If the Board of County Commissioners, Cheyenne County, Colorado, so
require, Permittee shall mark this installation with markers acceptable to the
Board of County Commissioners, Cheyenne County, Colorado, at the locations desi-
gnated by the said Board of County Commissioners.

The traveling public must be protected during this installation with
proper warning signs or signals both day and night. Warning signs and signals
shall be installed by and at the expense of the Permittee and in accordance with
directions given by the Road Foreman of Cheyenne County, Colorado or such other
person as may be designated by the Board of County Commissioners, Cheyenne
County, Colorado.

In the event any changes are made to the aforementioned roads or high-
way in the future that would necessitate removal or relocation of this installation,
Permittee will do so promptly at its own expense upon 30 days' written request
from the Board of County Commissioners, Cheyenne County, Colorado.

The County Road Foreman, of Cheyenne County, Colorado will represent
the Board of County Commissioners, Cheyenne County, Colorado, in the construction
of this installation, and any directions that he may make consistent with the
intent of this Permit must be followed or this Permit may be terminated forthwith.

BOARD OF COUNTY COMMISSIONERS,
CHEYENNE COUNTY, COLORADO

By Jack Walde
Chairman

In accepting this Permit the undersigned, representing the Permittee, verifies that he has read and understands all of the foregoing provisions; that he has authority to sign for and bind the Permittee and that by virtue of his signature, the Permittee is bound by all the conditions set forth herein.

Raymond Hodgson
Local Manager
Plateau Natural Gas Co.
Cheyenne Wells Colo.

STATE OF Colorado }
COUNTY OF Cheyenne } SS

Subscribed and sworn to before me this 2nd day of September,

19 70.



Marjorie M. Howard
Notary Public
Deputy Co. Clerk.

Washington District

9th

152912

NOTED

STATE OF CALIFORNIA,
County of Sacramento, ss.

I, the undersigned, of said State, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the
County of Sacramento, ss.
Washington District
County of Sacramento, ss.

W. J. Lee

County

Please return recorded document to:
Peggy Rupp
Collins Cockrel & Cole
390 Union Blvd., Suite 400
Denver, CO 80228

238754
Page 1 of 2
Kay Feyh, County Clerk & Recorder
Cheyenne County Colorado RP \$0.00
12-05-2014 11:27 AM Recording Fee \$16.00

42

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT

§ 32-1-104.8, C.R.S.

Name of District: Keefe Memorial Health Service District

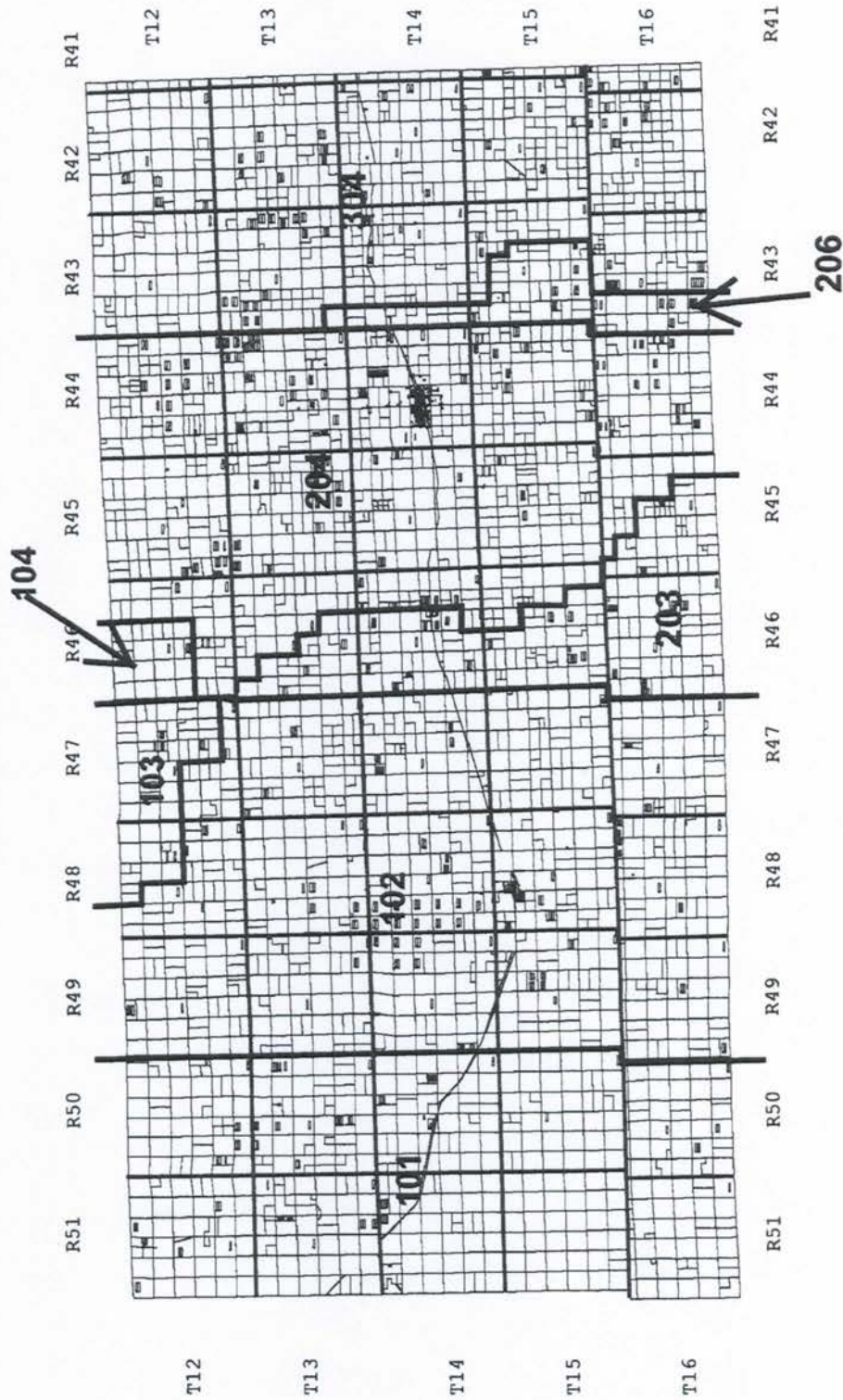
The District has the following powers and is authorized to provide the following services: all of the powers and authorities conferred upon health service districts under and by virtue of the provisions of Article 1, Title 32, C.R.S., and all laws relating thereto, and all powers and authorities as may hereafter be conferred by law, including all services, facilities, equipment and other improvements authorized under the Special District Act.

The District's Service Plan, which can be amended from time to time, includes a description of the District's powers and authority. A copy of the Service Plan is available from the Division of Local Government in the State Department of Local Affairs.

The District is authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections, and current taxes are provided annually in the Notice to Electors described in Section 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the District's web site, on file at the Division of Local Government in the State Department of Local Affairs, or on file at the office of the Clerk and Recorder of each county in which the Special District is located.

Attached as Exhibit A is a map of the District's boundaries.

EXHIBIT A



Book 9

43

Patent No 94
The Union Pacific Land
Company
Railroad Grade.
Primary Limits.
Laurel.
Land District.
Colorado.

No 1841

State of Colorado.
County of Cheyenne } ss.

I hereby
certify that this Instru-
ment was filed
for record in my office
at 9 o'clock A.M. May 16
1904 and is duly recorded
in Book 9 page 46 as to
lands in Cheyenne Co. by
N. C. Nelson.

Recorder.

By C. N. Nelson. Deputy.

The United States of America,
Do hel to whom here presents
shall come, Greeting:
Whereas by the act of Congress
approved July 1, 1862, as am-
ended by the Acts of July
2, 1864 and July 3, 1866, and
Joint Resolution of March
3, 1869 "to aid in the construc-
tion of a Railroad and
Telegraph Line from the
Missouri River to the
Pacific Ocean, and to
secure to the Government
the use of the same for
Postal, Military and other
purposes" authority is given
to "The Union Pacific Railway"
now Union Pacific Rail-
road Company, formerly
"Kansas Pacific Railway
Company"; Eastern Division
an existing corporation,

to construct a railroad and telegraph line
under certain conditions and stipulations,
as expressed in said Acts and provision is made
for granting to the said Company, "every alternate
section of public land designated by odd num-
bers, to the amount of ten alternate sections per
mile on each side of said railroad, on the line
thereof, and within the limits of twenty miles
on each side of said road not sold, reserved
or otherwise disposed of by the United States, and
to which a pre-emption, or homestead claim
may not have attached at the time the line of
said road is definitely fixed; mineral lands
excepted and Whereas, official statements
from the Secretary of the Interior have been filed
in the General Land Office showing that the
commissioners appointed by the President, under
the provisions of the aforesaid Acts, have
reported to him that said railway & telegraph
line has been completed and equipped
in the manner prescribed by said Acts,
from a point on the State line between

Missouri, and Kansas, to be six hundred and thirty-eight and six tenths mile post at Denver City, Colorado, and the same accepted by the President, and Whereas, by articles of agreement entered into between the said Kansas Pacific Railway Company, and "The Union Pacific Railroad Company," said companies were amalgamated and consolidated under the name of "The Union Pacific Railway Company," on the 24th day of January 1880, as shown by a certified copy of the original articles of consolidation filed with the Secretary of the Interior, on the 26th day of January 1880, by the attorneys for said "The Union Pacific Railway Company," and Whereas, it is shown by certain papers filed in the office of the Secretary of the Interior, July 19, 1899 by "The Union Pacific Land Company," a company duly incorporated under the laws of Utah, and transmitted to the General Land Office with his letter of August 14, 1899 that said "The Union Pacific Land Company" is the successor in interest by purchase at foreclosure sale of the lands heretofore granted by congress to the Leavenworth, Pawnee, and Western Railroad Company, "The Union Pacific Railroad Company," eastern division, or the Kansas Pacific Railway Company," not heretofore sold or conveyed by either of said companies, or by "The Union Pacific Railway Company," successor or by consolidation with the Kansas Pacific Railway Company," as aforesaid and Whereas, certain tracts of land have been listed under the Acts aforesaid, by the duly authorized agent of "The Union Pacific Land Company" as shown by his original list, approved by the local land officers and now on file in the General Land Office, and Whereas said tracts have been reported to his office by the duly authorized attorney of "The Union Pacific Railway Company," and "The Union Pacific Land Company" as

Having passed to "The Union Pacific Land Company" under the foreclosure sale aforesaid, and Whereas, the said tracks of land lie coterminous to the constructed line of road, and are particularly described as follows to-wit: South of base line and West of the Sixth Principal Meridian, State of Colorado. Township Sixteen, Range Forty-eight.

The lots numbered one, two, three and four of section one, containing one hundred and seventy-five acres and eighty-two hundredths of an acre.

The lots numbered one, two, three and four of section three containing one hundred and seventy-six acres, and eighty-one hundredths of an acre.

The lots numbered one, two, three and four of section five containing one hundred and seventy-seven acres and twenty-seven hundredths of an acre.

All of section seven containing six hundred and twenty-two acres and eighty hundredths of an acre. All of section nine containing

six hundred and forty acres. All of section eleven containing six hundred and forty acres.

All of section thirteen containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres. All of section seventeen containing six hundred

and forty acres. All of section nineteen containing six hundred and twenty-six acres and nine hundredths of an acre. All of section twenty-one containing six hundred and forty acres.

All of section twenty-three containing six hundred and forty acres. All of section twenty-five containing six hundred and forty acres.

All of section twenty-seven containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. All of section thirty-one containing six hundred and forty acres.

All of section thirty-three containing six hundred and forty acres. All of section thirty-five containing six hundred and forty acres. All of section thirty-seven containing six hundred and forty acres.

Township Sixteen, Range Forty-nine.

The lots numbered one, two, three and four of section one, containing one hundred and sixty-four acres and seventy-eight hundredths of an acre.

The lots numbered one, two, three and four of section three, containing one hundred and sixty-six acres and forty-eight hundredths of an acre.

forty acres. All of section Thirteen, containing six hundred and forty acres. All of section fifteen, containing six hundred and forty acres. All of section twenty-one containing six hundred and forty acres. All of section twenty-three containing six hundred and forty acres. All of section twenty-seven, containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. All of section thirty-one containing six hundred and forty-four acres, and ninety-seven hundredths of an acre. All of section thirty-three, containing six hundred and forty acres. All of section thirty-five containing six hundred and forty acres. Township Sixteen, Range Fifty.

The lots numbered one, two, three and four of section five, containing two hundred and three acres and eighty-six hundredths of an acre. All of section seven containing six hundred and twenty-six acres ²⁴/₁₀₀ and seventy-nine hundredths of an acre. All of section nine containing six hundred and forty acres. All of section seventeen, containing six hundred and forty acres. All of section nineteen containing six hundred and twenty-two acres and ninety-seven hundredths of an acre. All of section twenty-one, containing six hundred and forty acres. All of section twenty-five, containing six hundred and forty acres. All of section twenty-seven containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. All of section thirty-one containing six hundred and eighty-eight acres and ninety-five hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of section thirty-five, containing six hundred and forty acres. Township Sixteen, Range Fifty-one.

The lots numbered one, two, three and four the South half of the South West quarter and the South half of the South East quarter of section one, containing two hundred and thirty acres and sixty-nine hundredths of an acre.

The lots numbered one, two, three and four the South Half of the South West quarter ^{and the South half of the South East quarter} of section three containing two hundred and forty-three acres and thirty-six hundredths of an acre. The lots numbered one, two, three and four the South Half of the South West quarter and the South Half of the South East quarter of section five, containing two hundred and sixty-nine acres and fifty-nine hundredths of an acre. All of section seven, containing six hundred and twenty-seven acres and fifty-eight hundredths of an acre. All of section nine containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. All of section thirteen containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres. All of section seventeen containing six hundred and forty acres. All of section nineteen containing six hundred and twenty-nine acres and sixty-one hundredths of an acre. All of section twenty-one containing six hundred and forty acres. All of section twenty-three containing six hundred and forty acres. All of section twenty-five, containing six hundred and forty acres. All of section twenty-seven containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. All of section thirty-one, containing six hundred and thirty-eight acres and forty hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of section thirty-five containing six hundred and forty acres.

The said tracts of land, as described in the foregoing make the aggregate area of ninety-eight thousand, four hundred and fifty-two acres and fifty-nine hundredths of an acre (98,452.59).

Now Know Ye, that the United States of America, in consideration of the premises and pursuant to the said Acts of Congress, have given and granted, and by these presents, do give and grant unto the said U.S. Union Pacific

Land Company, formerly Kansas Pacific Rail-
way Company, and its assigns; the tracts
of land selected, as aforesaid and described
in the foregoing.

To Have and to Hold, the said tracts with the
appurtenances, thereto, unto the said The Union
Pacific Land Company, and to its successors
and assigns forever.

In testimony whereof, I, Theodore Roosevelt
President of the United States of America,
have caused these letters to be made patent
and the Seal of the General Land Office
to be hereunto affixed.

Given under my hand, at the
City of Washington, this the twenty eighth
day of March in the year of our Lord
one thousand nine hundred and four
and of the Independence of the United
States, the one hundred and twenty-eighth.

By the President: T. Roosevelt.

F. M. M. Keen Secretary.

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

Rec. Vol. 34 page 80 to page 88 inc.

Form 3335.

THE UNION PACIFIC LAND COMPANY.

Contract No. 5609-6

Deed No. 2066

Know all Men by these Presents, That THE UNION PACIFIC LAND COMPANY, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Five Hundred and Thirty Eight and 34/100 (\$538.34) DOLLARS, to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto

Allan H. Mc Clary

of the County of Will in the State of Illinois the following described real estate situate, lying and being in the County of Cheyenne and in the State of Colorado, to wit:

all

of Section No. Thirty One (31) in Township No. Sixteen (16) South of Range No. Forty Nine (49) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof Six Hundred and Forty Four (644) and 97/100 acres more or less subject however to a right of way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described.

EXCEPTING AND RESERVING, First, A strip of land hundred foot wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed and as same said lands
Second: All coal and other minerals within or underlying said land;
Third: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found thereon by any one.
Fourth: The right of ingress, across and regress upon said land to prospect for, mine and remove any and all such coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.
Fifth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject to the consent and conditions that said grantee, his heirs and assigns, their executors and assigns shall maintain a lawful and sufficient fence along and upon each of the side lines of the said hundred foot strip of land above reserved.

TO HAVE AND TO HOLD, Subject to the said exceptions, reservations and covenant and condition, the said premises with all the rights and appurtenances thereunto belonging unto the said grantee, his heirs and assigns forever, and said THE UNION PACIFIC LAND COMPANY doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good rights to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, his heirs and assigns forever against the lawful claims of all persons whomsoever.

EXCEPTING As against all taxes and assessments levied upon said premises since the first of January 1906 and subsequent years, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the 29th day of December 1905.
And Whereas, said THE UNION PACIFIC LAND COMPANY did, on the 23rd day of June, 1903, execute and deliver to THE MERCANTILE TRUST COMPANY of New York, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and Whereas, said THE UNION PACIFIC LAND COMPANY, with the consent of said THE MERCANTILE TRUST COMPANY of New York, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee, for and in consideration of the sum paid as aforesaid to THE UNION PACIFIC LAND COMPANY by said grantee, which sum of money has been paid to said THE MERCANTILE TRUST COMPANY of New York in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

NOW, THEREFORE, Know all Men by these Presents, That said THE MERCANTILE TRUST COMPANY of New York, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company, for the uses and purposes aforesaid, doth hereby RELEASE, RELINQUISH and forever QUIT CLAIM, subject to the exceptions, reservations and conditions above written, unto the said Allan H. Mc Clary

the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 23rd day of June, 1903.

IN PRESENCE OF

M. B. Taylor
E. J. Eastman



IN WITNESS WHEREOF, The said grantor, THE UNION PACIFIC LAND COMPANY, has caused these presents to be sealed with its corporate seal, and to be signed by its President, attested by its Secretary, and countersigned by its General Manager and its Auditor, and said THE MERCANTILE TRUST COMPANY of New York, under said mortgage deed of June 23rd, 1903, has caused these presents to be sealed with its corporate seal, signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 10th day of June A. D. 1907.

General Manager,
Auditor.

ATTEST: Joe. Hellen Asst. Secretary.

THE UNION PACIFIC LAND COMPANY,

By Wm. D. Cornish President.

IN PRESENCE OF

J. Michael
W. C. Patton



THE MERCANTILE TRUST COMPANY, Trustee,

By W. C. Pailen Vice-President.

ATTEST: Guy. Richards Secretary.

COUNTERSIGNED: B. A. Mc Allister
H. J. Shilling
Approved
Checked by
J. A. B.
1907
A. C. O.

STATE OF NEW YORK
COUNTY OF NEW YORK



BE IT REMEMBERED, That on this 10th day of June A. D. 1907, before me, a Notary Public, in and for said County, appeared THE UNION PACIFIC LAND COMPANY, by its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June A. D. 1907, at the City of Omaha in said County and State.

My commission expires March 30th 1908
Notary Public, King County, Certificate filed in My Co. Charles J. Hoshuli Notary Public.

STATE OF NEW YORK,
COUNTY OF NEW YORK.



BE IT REMEMBERED, That on this 12th day of June A. D. 1907, before me, a Notary Public, in and for said County, appeared THE MERCANTILE TRUST COMPANY, by its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of June A. D. 1907, at the City of New York, in said County and State.

My commission expires March 30th 1908
Notary Public, J. Michael

Filed for record the 10th day of July A. D. 1907, at 9 o'clock A. M.

No. 5688. By H. Nelson Recorder.

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO
COUNTY OF CHEYENNE

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or RME LAND CORP. (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "RME") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in CHEYENNE County, Colorado (the "Subject Lands"), to-wit:

Township T16S, Range R49W
Section Sec 31: ALL

Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

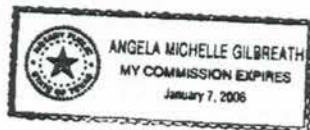
EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: James L. Newcomb
James L. Newcomb
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.
Witness my hand and official seal.



Angela M. Gilbreath
NOTARY PUBLIC, State of Texas

Return Recorded Document to:
Western Frontier Pipeline Co.
110 W. Chestnut
Garden City, Kansas 67846

State: Colorado
County: Cheyenne
Tract No. CO-CH-015

**WESTERN FRONTIER PIPELINE COMPANY, L.L.C.
RIGHT OF WAY AND EASEMENT AGREEMENT**

For and in consideration of the sum of Ten and 00/100 Dollars and other valuable consideration receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants sells conveys and warrants unto **WESTERN FRONTIER PIPELINE COMPANY, L.L.C.**, whose mailing address is 3800 Frederica Street, Owensboro, Kentucky 43202, its successors and assigns, herein called Grantee, an easement and right of way, 50 feet in width, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, and remove a pipeline, together with necessary valves, cathodic equipment, and appurtenances thereto, at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Cheyenne, State of Colorado, to wit:

Across a portion of the Southeast quarter (SE/4) of Section 31, Township 16 South, Range 49 West of the 6th P.M.

together with the right of ingress and egress to, from, and along such easement and right of way and the right to use existing roads for the aforesaid purposes. In the exercise of the rights granted herein, Grantee shall have the right to use temporary work space along and adjacent to said easement and right of way as reasonably necessary in connection with the aforesaid purposes.

The exact location of the easement and right of way conveyed by this instrument shall be determined by the installation of Grantee's pipeline which pipeline shall, upon installation, be established as being 25 feet on each side of the centerline of such pipeline.

Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the pipeline easement and right of way by Grantee.

Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee.



219511 12/26/2001 03:45P RWEA
2 of 3 R 15.00 D 0.00 N 0.00 Cheyenne Co., CO

Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the easement and right of way without the prior written permission of Grantee. The Grantor assumes and shall defend, indemnify and hold harmless the Grantee from all cost, loss, damage, expense or claim of any nature arising from any acts or existence of structures of Grantor so permitted by Grantee.

Any pipeline constructed under this instrument shall be buried to a minimum depth of 36 inches below the surface of the ground.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

The easement and right of way herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee until such time as Grantee releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE 19th day of December, 2001.

GRANTORS: E.W.K. & Company

GRANTORS: Lake & Company

By LaVerle Kelley
Title Administrator
LaVerle Kelley aka LaVerle S. Kelley

By LaVerle Kelley
Title Administrator
LaVerle Kelley aka LaVerle S. Kelley

By _____
Title _____

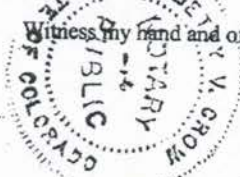
By _____
Title _____

Acknowledgement

State of Colorado
County of Kiowa)ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 19 day of December, 2001, personally appeared La Verle S. Kelley, for and on behalf of E. W. K. & Company, to me known (or proved to me) to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



Betty S. Kelley
Notary Public

My commission expires: October 3, 2003

State of Colorado
County of Kiowa)ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 19 day of December, 2001, personally appeared La Verle S. Kelley, for and on behalf of Lake & Company, to me known (or proved to me) to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



Betty S. Kelley
Notary Public

My commission expires: October 3, 2003

DOCUMENT NO. 92-164

SURFACE OWNER'S AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November, 1992, by and between E. W. K. & CO., a partnership AND LAKE & CO., a partnership, each as to an undivided one-half (1/2) interest (hereinafter for convenience called the "Landowner") and UNION PACIFIC RESOURCES COMPANY (hereinafter for convenience called "UPRC");

WITNESSETH:

RECITALS:

Landowner is the owner of the following-described premises, hereinafter referred to as "described premises":

Township 16 South, Range 49 West
Section 31: SW/4SW/4
Cheyenne County, Colorado

SUBJECT, however, to exceptions and reservations of minerals and rights of entry and of surface use contained in a certain deed or deeds of conveyance, as follows: Warranty Deed No. 2066 dated June 10, 1907 from The Union Pacific Land Company to Allan N. McClary, recorded July 10, 1907 in Book 19 at Page 83 in the office of the County Clerk and Recorder of Cheyenne County, Colorado. Union Pacific Railroad Company is successor in interest to The Union Pacific Land Company and UPRC is successor in interest to all the right, title and interest of Union Pacific Railroad Company in and to the oil, gas and associated liquid hydrocarbons in said premises for a term or period equal to or exceeding the term of this Surface Owner's Agreement.

UPRC proposes for UPRC or its agents, lessees, licensees, successors or assigns to prospect upon and explore the described premises for the development and production of oil, gas and associated liquid hydrocarbon substances either on UPRC's behalf or under or pursuant to an oil and gas lease or license, or under or pursuant to a "unitization agreement", meaning here and wherever that term is used herein any operating agreement, or any other agreement covering the exploration or development for or the production of oil, gas or associated liquid hydrocarbons, or any pooling, communitization, unit or other agreement whereby the described premises may be included with other lands in proximity thereto as a unit area under a plan of unit or joint exploration, development and operation.

Besides confirming the surface uses expressly set forth below, this agreement is intended to avoid and resolve any and all disputes of whatever nature in connection with the ownership of oil, gas and associated liquid hydrocarbon substances in the described premises, including rights to extract, remove or market such minerals, and including any such dispute that may arise hereafter, whether or not the basis for such dispute is now known or has been identified in disputes involving exceptions and reservations of minerals in other deeds from Union Pacific Railroad Company or its predecessors.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

Section 1. In consideration of the mutual benefits and other good and valuable consideration, Landowner hereby confirms, extends and grants to UPRC, its agents, lessees, licensees, successors and assigns, including any operator or unit operator from time to time in charge of operations under a unitization agreement, and their respective successors and assigns, the easements and rights to enter upon the described premises and any lands adjacent or

contiguous thereto owned or claimed by the Landowner and to extract, remove, store, transport, and market for its or their account oil, gas and associated liquid hydrocarbon substances in or from said described premises, and to drill, construct, maintain and use upon, within, and over said described premises all oil wells, gas wells, derricks, machinery, tanks, drips, boilers, engines, pipelines, power and telephone lines, roadways, water wells, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or facilities (all of the above being included under the term "facilities") necessary or convenient in prospecting and developing for, producing, storing, transporting, and marketing oil, gas and associated liquid hydrocarbon substances under or produced from any portion of the described premises or under or produced from any portion of the unit area created under a unitization agreement, together with the right to remove said facilities and the right to use such water as may be needed from the described premises, not including water from Landowner's wells.

Section 2. UPRC agrees, so long as it is receiving oil and/or gas production from or oil and/or gas royalties upon production from the described premises or allocated thereto under the provisions of a unitization agreement, to pay or cause to be paid to the Landowner in cash the value (which shall never be greater than the amount realized by UPRC from the sale of such production) on the premises of two and one-half percent (2-1/2%) of all the oil and gas and associated liquid hydrocarbons hereafter produced, saved, and marketed therefrom or allocated thereto as aforesaid, except oil and gas and associated liquid hydrocarbons used in operations on the premises or used under the unitization agreement, and except that as to casinghead gasoline and other products manufactured from gas there shall be deducted the cost of manufacture; provided, however, that during any time the described premises or any portion thereof are included within the boundaries of a participating, pooled, or communitized area, and there is no provision for the payment of royalties to UPRC but it participates in the production from the pooled, communitized, or unit area as a working interest owner, then the two and one-half percent (2-1/2%) above set forth shall be applied to that percentage of the total production from such area which is allocated to the described premises. Any payment made to the Landowner pursuant to this Section 2 for production which is sold or which is used off the premises shall be calculated after deducting all taxes, now or hereafter levied against, paid on, or measured by production or the value thereof, and after deducting all costs incurred or borne by UPRC for treating the production to make it merchantable, and for gathering, transporting and compressing the production prior to delivery to the purchaser at the point of sale or use.

When production of oil from lands under several surface ownerships is commingled in one central tank setting for practical operating reasons, periodic individual well tests may be made to compute the quantities of commingled oil properly allocable to each well, and the two and one-half percent (2-1/2%) payment provided herein shall be payable upon the quantities apportioned to each well as reported to UPRC in full satisfaction of the obligations of UPRC under this Section 2.

Section 3. Nothing herein contained shall be construed as a covenant to drill by UPRC, its agents, lessees, licensees, successors, or assigns, or by any operator or unit operator, or as a grant to Landowner of oil or gas rights or rights in other associated liquid hydrocarbons.

Section 4. UPRC, its agents, lessees, licensees, successors and assigns, including the operator or unit operator under a unitization agreement, shall be required: (a) to pay for all damage to Landowner's lands, buildings, and growing crops caused by the erection or construction of facilities to be used in connection with oil or gas or associated liquid hydrocarbon operations; (b) to bury all pipelines below plow depth where such lines cross cultivated land; and (c) to construct gates or, at its option, install cattle guards where necessary for crossing fenced land in connection with exploration, development, or producing operations and, where an election has been made to construct gates in lieu of cattle guards, to keep such gates in repair and closed. In no event shall the amount of damages exceed the value (as determined by the use of the land at the time the damages are sustained) of that portion of the Landowner's lands actually used by UPRC, its agents, lessees, licensees, successors or assigns, for the location of its facilities. The fact that damages have not been agreed upon shall in no way delay, restrict, impair or diminish the right of UPRC, its agents, lessees, licensees, successors and assigns to commence or conduct oil and gas operations on the described premises.

Section 5. Other than the payments to be made as aforesaid, the Landowner shall not be entitled to any other or additional payments as a result of the conduct of the operations described in Section 1 hereof, and Landowner will claim no right, title or interest in or to the oil, gas and associated liquid hydrocarbon substances in the described premises.

Section 6. Subject to the provisions of Section 8 hereof, it is agreed that the covenants to pay the sums provided in Sections 2 and 4 hereof shall be covenants running with the surface ownership of the described premises and shall not be held or transferred separately therefrom, and any sums payable under this agreement shall be paid to the person or persons owning the surface of the described premises as of the date the oil or gas or associated liquid hydrocarbon production is marketed. UPRC shall not, however, become obligated to make such payments to any subsequent purchaser of the described premises and shall continue to make such payments to the Landowner until the first day of the month following the receipt by UPRC of notice of change of ownership, consisting of the original or certified copies of the instrument or instruments constituting a complete chain of title from the Landowner to the party claiming such ownership, and then only as to payments thereafter made.

Section 7. The easements, rights, and uses herein shall be binding upon the described premises and each and every part thereof, and the present and future owners thereof, and shall continue for the benefit of UPRC and its successors and assigns, as owners of the oil and/or gas and/or associated liquid hydrocarbon rights in the described premises and each and every part thereof, and their agents, lessees, licensees, successors, and assigns, including any operator or unit operator, and for the benefit of other lands within any unit area within which the described premises, or any portion thereof may be included, and each and every part thereof.

Section 8. This agreement shall be in full force and effect from and after execution and delivery and shall continue in full force and effect for a period of one (1) year and so long thereafter as the oil and gas rights in the described premises are committed to an oil and gas lease or license or to a unitization agreement, or so long as a well capable of producing oil or gas or associated liquid hydrocarbons is located upon the described premises, or drilling or reworking operations are being conducted thereon, and, upon termination of such lease, license, or unitization agreement, or upon abandonment of such well, or upon cessation of such drilling or reworking operations, whichever last occurs, this agreement shall terminate; provided, however, that such termination shall neither affect nor terminate the rights, expressed or implied, in the deed or deeds referred to in the Recitals hereof.

Section 9. Subject to the provisions of Sections 6 and 8 hereof, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 10. , spouse of the above-named Landowner, does hereby join in the execution of the foregoing agreement, hereby releasing and waiving all right of homestead and dower in and to the lands above described.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17 day of November, 1992, to be effective as of the day and year first above written.

UNION PACIFIC RESOURCES COMPANY

By: Joan M. Hansen X
Attorney-in-Fact

E.W.K. & Co., a Partnership

By: Lyle K. Kelley
Title Partner

Lake & Co., a Partnership

By: Lyle K. Kelley
Title Partner

State of Colorado)
) SS.
 County of Kiowa)

The foregoing instrument was acknowledged before me this 17 day of November, 1992, by LaVerle Kelley, _____ Partner on behalf of E.W.K. & Co., a _____ partnership.



Witness my hand and official seal.

Betty V. Crow
 Signature

Betty V. Crow

Name (Print)

My Commission Expires Oct. 3, 1995

Notary Public

Title of Officer

State of Colorado)
) SS.
 County of Kiowa)

The foregoing instrument was acknowledged before me this 17 day of November, 1992, by LaVerle Kelley, _____ Partner on behalf of ~~E.W.K. & Co.~~, a _____ partnership. Lake & Co.



Witness my hand and official seal.

Betty V. Crow
 Signature

Betty V. Crow

Name (Print)

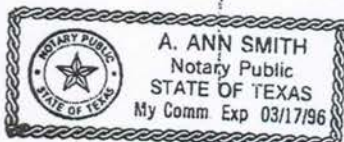
My Commission Expires Oct. 3, 1995

Notary Public

Title of Officer

State of Texas)
) ss.
 County of Tarrant)

The foregoing instrument was acknowledged before me this 25th day of November, 1992, by Joan M. Hansen as an Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of the corporation.



A. Ann Smith

Notary Public

#49

CORRECTIVE MEMORANDUM OF FARMOUT OPTION CONTRACT

This Corrective Memorandum of Farmout Option Contract corrects and supersedes that certain Memorandum of Farmout Option Contract dated effective January 1, 2019 and being duly recorded at reception number 242236 of the records in the Cheyenne County Colorado Office of the Recorder, insofar and only as it pertains to acreage identified on the attached Exhibit "A".

Anadarko Land Corp. ("Anadarko"), with an address at 1099 18th Street, Suite 1800, Denver, Colorado 80202, hereinafter sometimes referred to as "Farmor", and McCoy Petroleum Corporation, with an address at 9342 E. Central, Wichita, KS 67206, hereinafter sometimes referred to as "Operator" entered into that certain Farmout Option Contract dated effective January 1, 2019 ("Farmout") and covers the lands described below.

SEE EXHIBIT "A"

All in Cheyenne County and Kiowa County, Colorado (the "Lands")

Among other things, the Farmout is subject to the following terms and provisions:

1. Pursuant to the terms of the Farmout, Operator may earn oil and gas leases covering Farmer's oil and gas interests in the Lands. Any such leases earned will be placed of record. Operator's right to earn oil and gas leases covering the Lands may terminate under the terms and provisions of the Farmout.

2. In the event that Operator elects to plug and abandon a test well. Farmer shall have twenty four (24) hours following (1) the receipt of telephone notice, or (2) the receipt by Farmer of all logs and other geological information required herein during the drilling of the applicable well, whichever last occurs, to advise Operator by telephone of its decision to take over operations on the well. If Farmor elects to take over a test well for further operations in formations covered by the Farmout, Operator shall be deemed to have relinquished and transferred back to Farmor, free of any overriding royalty, production payment, net profits interest, or other burden upon production, or other encumbrance of any kind created by Operator, all of the right, title and interest which Operator acquired or has a right to acquire from Farmor under the Farmout.

3. With respect to any lease earned or to be earned under the Farmout, Farmor reserves all rights, horizons, strata and formations which are not affected by the Farmout, including, but not limited to, the right to the concurrent use of the drillsite tract, including the surface and the right to drill through the covered interval.

4. Farmer's rights of reverter under the Farmout shall at all times be superior to all liens, claims, and encumbrances, and all overriding royalties, production payments, net profit obligations, carried working interests, and other payments out of or with respect to production, or any other obligations created, assigned, or incurred by Operator, and any interest which reverts to Farmor shall revert to Farmor free and clear of any such lien, encumbrance, debt, claim, overriding royalty, or other production payment burden, or other obligation, created, assigned, or incurred by Operator.

5. The terms, covenants, and conditions of the Farmout shall be binding upon and shall inure to the benefit of Farmor and Operator as well as their respective successors and assigns; and said terms, covenants, and conditions shall be covenants running with the Lands and with each transfer of the Lands, or portions thereof.

6. The Farmout may not be assigned by Operator, in whole or in part, without the prior written consent of Farmor. Any attempted assignment by Operator of the rights arising under the Farmout without such consent shall be void and of no effect.

DS
GM

ANADARKO LAND CORP.

DS
CN

DocuSigned by:
By: Brian T. Kuck

C27E1D5A44B2448...

By: Brian T. Kuck
Its: Vice President, Land

DS
LEH

DS
W

MCCOY PETROLEUM CORPORATION

By: [Signature]

By: Ryan J. Schweizer
Its: Executive Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of August, 2019,
by Brian T. Kuck, Vice President, Land of Anadarko Land Corp., a Nebraska corporation, on behalf of the
corporation.

"NOTICE OF INTENT TO ELECTRONICALLY
NOTARIZE"

Witness my hand and official seal.

20144024535-229367

DocuSigned by:

Matt Martin

Notary Public 06/19/2022

My commission expires: _____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 6th day of August, 2019,
by Ryan J. Schweizer, as Executive Vice President of McCoy Petroleum Corporation, on behalf
of the corporation.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 5/3/2023

EXHIBIT "A"

Attached to and made a part of that certain Corrected Memorandum of Farmout Option Contract dated effective as of January 1, 2019, by and between Anadarko Land Corp., as Farmor, and McCoy Petroleum Corporation, as Operator.

BLOCK 1

Township 14 South. Range 45 West, 6th P.M.

Section 19: All

Section 31: All

Township 14 South. Range 46 West, 6th P.M.

Section 25: All

Section 35: All

Township 15 South. Range 46 West, 6th P.M.

Section 3: NE4, E2SE4

BLOCK 3

Township 14 South. Range 47 West, 6th P.M.

Section 13: SW4

Section 23: All

BLOCK 5

Township 14 South. Range 49 West, 6th P.M.

Section 19: All

Section 21: All

Section 27: All

Section 29: All

Section 33: N2

BLOCK 7

Township 15 South. Range 49 West, 6th P.M.

Section 5: All

Section 9: All

Section 17: W2, NE4

BLOCK 9

Township 15 South. Range 48 West, 6th P.M.

Section 15: S2

Section 17: S2

Section 21: All

Section 23: All

Section 25: W2, SE4

Section 27: SW4

Section 29: All

Section 33: N2

Section 35: E2

BLOCK 11

Township 15 South. Range 45 West, 6th P.M.

Section 13: All

Section 23: W2, NE4

Section 27: All

Section 35: NW4

BLOCK 2

Township 14 South. Range 46 West, 6th P.M.

Section 15: S2

Section 21: All

Section 23: All

BLOCK 4

Township 14 South. Range 47 West, 6th P.M.

Section 31: S2

Township 15 South, Range 47 West, 6th P.M.

Section 7: N2

Township 15 South, Range 48 West, 6th P.M.

Section 1: S2

Section 5: W2, SE4

Section 7: All

Section 9: All

Section 11: All

Section 15: N2

Section 17: NW4

BLOCK 6

Township 14 South. Range 50 West, 6th P.M.

Section 21: S2, NE4

Section 23: All

Section 25: All

Section 27: All

Section 29: E2

Section 33: W2, NE4

Township 15 South. Range 50 West, 6th P.M.

Section 5: All

BLOCK 8

Township 15 South. Range 49 West, 6th P.M.

Section 19: W2, NE4

Township 15 South. Range 50 West, 6th P.M.

Section 25: All

BLOCK 10

Township 15 South. Range 46 West, 6th P.M.

Section 17: E2

Section 19: All

Section 21: All

Section 27: W2

Section 29: All

Section 35: All

BLOCK 12

Township 16 South. Range 46 West, 6th P.M.

Section 19: W2, NE4

Township 16 South. Range 47 West, 6th P.M.

Section 11: All

Section 15: N2

Section 23: All

BLOCK 14

Township 15 South. Range 48 West, 6th P.M.

Section 31: S2

Township 16 South. Range 48 West, 6th P.M.

Section 5: W2

Section 7: NE4

Section 17: SW4

Section 19: NE4

Township 16 South. Range 49 West, 6th P.M.

Section 11: All

Section 13: N2

Section 15: All

Section 21: N2

Section 23: N2

BLOCK 16

Township 16 South. Range 49 West, 6th P.M.

Section 27: All

Section 29: E2

Section 31: S2

Section 33: N2

Section 35: NW4

Township 17 South. Range 49 West, 6th P.M.

Section 3: All

Section 5: W2, NE4

Section 9: N2

BLOCK 18

Township 17 South. Range 47 West, 6th P.M.

Section 29: E2

Section 31: All

Township 17 South. Range 48 West, 6th P.M.

Section 27: S2

Section 33: All

Township 18 South. Range 48 West, 6th P.M.

Section 1: All

BLOCK 13

Township 16 South. Range 47 West, 6th P.M.

Section 19: All

Section 29: E2

Section 33: N2

Township 16 South. Range 48 West, 6th P.M.

Section 11: E2

Section 13: All

BLOCK 15

Township 16 South. Range 49 West, 6th P.M.

Section 17: All

Section 19: N2

Township 16 South. Range 50 West, 6th P.M.

Section 9: SE4

Section 11: SE4

Section 15: All

Section 23: All

BLOCK 17

Township 17 South. Range 48 West, 6th P.M.

Section 7: S2

Township 17 South. Range 49 West, 6th P.M.

Section 13: S2

Section 23: E2

Section 35: N2

BLOCK 19

Township 17 South. Range 46 West, 6th P.M.

Section 29: All

Section 31: All

Township 17 South. Range 47 West, 6th P.M.

Section 15: N2

Section 19: All

Section 27: SE4

Section 35: W2

Township 18 South. Range 46 West, 6th P.M.

Section 5: N2

Township 18 South. Range 47 West, 6th P.M.

Section 1: All

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Reception No 171328



EASTERN SLOPE RURAL TELEPHONE ASS'N., INC.

P. O. BOX 397

HUGO, COLORADO 80821

303-743-2441

November 10, 1981

TO: County Clerk and Recorder
Cheyenne County

SUBJECT: Underground Facilities

In accordance with Senate Bill No. 172, as signed into law on June 10, 1981, Eastern Slope Rural Telephone Association is submitting information concerning underground utilities to all counties in Eastern Colorado where buried facilities exist. This general letter, with a general description of the area involved, is being submitted to each County Clerk.

Eastern Slope has buried facilities in the western portion of Cheyenne County in areas adjacent to Kit Carson.

More particular information and on site location of buried facilities is available from:

Eastern Slope Rural Telephone Association
P.O. Box 397 Hugo, Colorado 80821
Attention: Mike Hannigan, System Engineer
Phone: 743-2460 or 743-2441

Very truly yours,


Glen E. Razak
General Manager

GER/ch

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NO. 171328

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STATE OF COLORADO, }
County of Cheyenne } ss.

I hereby certify that this instrument was
filed for record in my office at 9:00 o'clock
A. M., Nov. 16, 1981, and
is duly recorded in book _____ page No. Filed
 Rita M. Kennel
Clerk and Recorder
By Pamela J. Nelson Deputy
FEES \$3.00 pd.

Sample Bidder Card

101

Retain This Registration Bid!



970-522-7770 • 1-800-748-2589

535 E Chestnut • PO Box 407 • Sterling, CO 80751
Co. _____

Name _____
Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Jr & LaVerle Kelley Land Auction Due Diligence Packet Printed: October 10, 2025.

X _____

No. 101

©



RECK AGRI
REALTY & AUCTION

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