

**DETAIL BROCHURE  
HAXTUN NORTH  
LAND AUCTION**

Bidding Opens: February 10, 2021, 8 am MT  
Bidding Closes: February 11, 2021, 12 noon MT  
PRINTED: January 29, 2021



# HAXTUN NORTH LAND AUCTION

Phillips, Logan & Sedgwick Counties, Colorado

TO BE SOLD AT

## **MULTI PARCEL AUCTION with RESERVE**

ON

Bidding Opens: February 10, 2021, 8 am MT  
Bidding Closes: February 11, 2021, 12 noon MT

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*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](http://www.reckagri.com)

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## TERMS AND CONDITIONS OF SALE

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

**OVERVIEW:** Two Haxtun area landowners are offering 859.5± acres of dryland and pasture for sale in 4 parcels at auction. The 4 parcels are located within 8-12 miles to the NW & NE of Haxtun, CO in SW Sedgwick, SE Logan, & NW Phillips Counties. Possession upon closing of all the parcels except for the growing wheat on Parcel #3. Buyer(s) will receive L/L share of growing wheat upon harvest. Parcel #1 is 167.1± acres of level to slightly rolling dryland; Parcel #2 is 81.7± acres of level dryland with 202.5± acres of pasture with 2 L/S wells; Parcel #3 is 248.2± acres of level to undulating dryland; and Parcel #4 is 85.0± acres of level to slightly rolling dryland with 75.0± acres of pasture with a L/S well. State Highway and County Road access. Excellent opportunity to expand your operation and/or current investment portfolio.

**ONLINE BIDDING PROCEDURE:** The Haxtun North Property will be offered for sale in 4 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on February 10, 2021. The auction will "soft close" @ 12:00 noon, MT on February 11, 2021. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on 1 or more of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

1. Download RECK AGRI MOBILE APP through the Apple App Store or Google Play OR visit [www.reckagri.com](http://www.reckagri.com) and click on the Haxtun North Land Auction property page to register to bid.
2. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
3. If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

**BIDDER REQUIREMENTS:** Requirements for Buyer(s) to be approved to bid online: 1.) Review and agree to the terms and conditions of the detail brochure; 2.) Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or **bank loan approval letter with no contingencies**; and 3.) Sign and return to Reck Agri Realty & Auction the Bidder Approval Request form. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker. Detail Brochure may be obtained by visiting Haxtun North Land Auction property page at [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

**SALE TERMS/PROCEDURE:** The "HAXTUN NORTH LAND AUCTION" with RESERVE is an online only auction with RESERVE. The Haxtun North property to be offered as 4 parcels. Competitive bids will determine the outcome of the auction. Sellers reserve the right to accept or reject any and all bids. Bids will be taken for total purchase price not price per acre.

**SIGNING OF PURCHASE CONTRACT:** Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract is not contingent upon financing. Terms and conditions of the detail brochure and announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before March 12, 2021. Closing to be conducted by Stewart Title of Sterling and the closing service fee to be split 50-50 between Sellers and Buyer(s).

**TITLE:** Sellers to pass title by PR Deed for Parcels #1 & #2 and Warranty Deed for Parcels #3 & #4. All parcels are being conveyed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Sellers and Buyer(s). The Buyer(s) to receive a TBD title commitment within detail brochure, 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 after closing. Property to be sold subject to existing roads and highways and other matters affected by title documents shown within the title commitment. Title commitments are availa-

ble for review within the detail brochure and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

**POSSESSION:** Possession of property upon closing except for the growing wheat on Parcel #3 which is upon 2021 harvest.

**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 Sellers.

**WATER RIGHTS & EQUIPMENT:** Sellers to convey all water rights appurtenant to the property including 3 livestock wells.

**GROWING CROPS:** Buyer(s) to receive landlord share of growing wheat on Parcel #3.

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcels as designated within the detail brochure.

**REAL ESTATE TAXES:** 2021 real estate taxes due in 2022 and thereafter paid by Buyer(s).

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Seller to provide a survey of the excluded tract on Parcel #2.

**MINERALS:** Parcels #1 & #2: Seller to convey all OWNED mineral rights to Buyer(s). Parcels #3 & #4: Seller to reserve 50% of the OWNED mineral rights for 20 years.

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

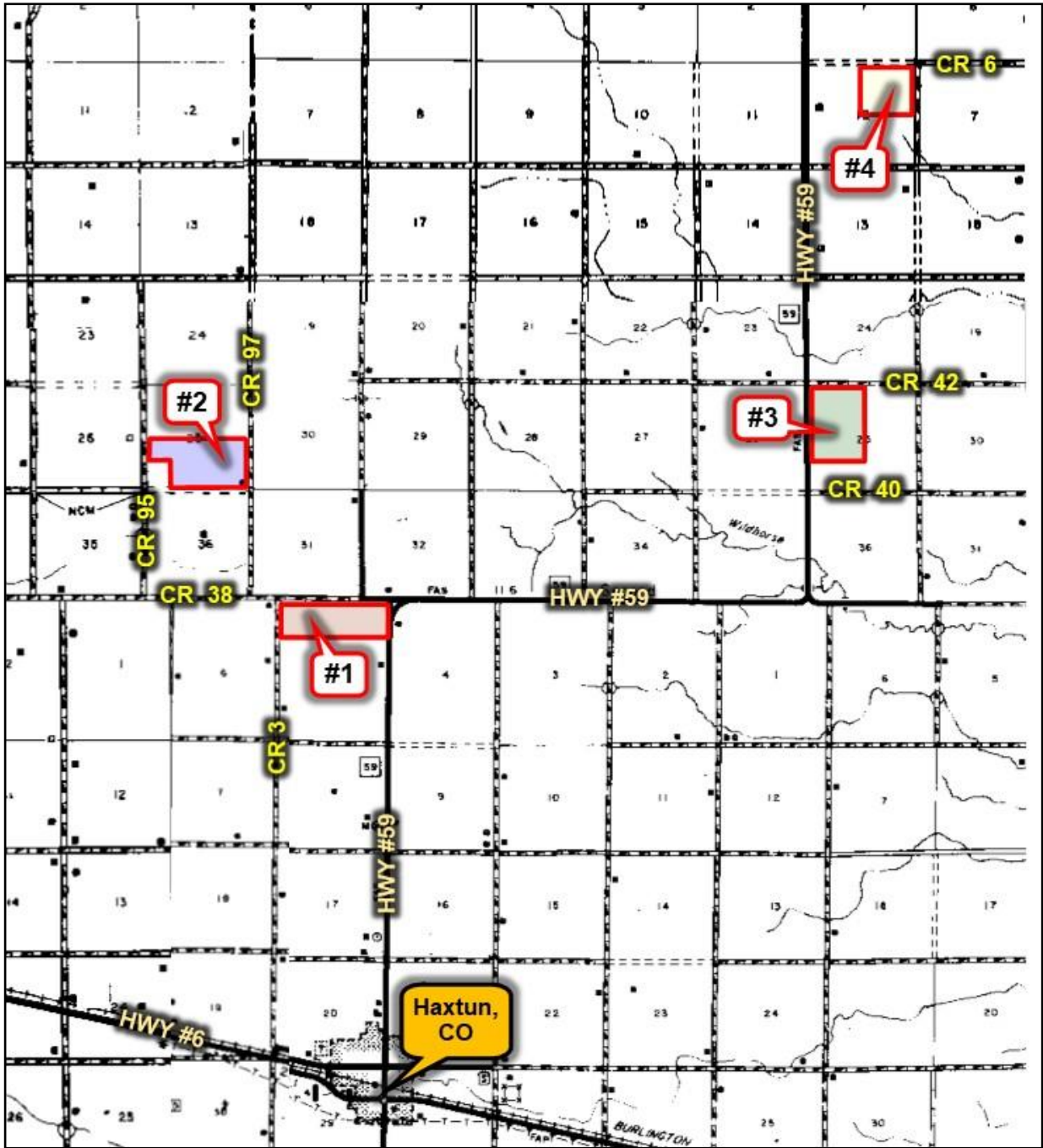
**ACREAGES:** All stated acreages in the initial brochure and detail brochure are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or published at the auction.

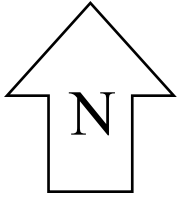
**MULTIPLE PARTY BID:** If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) 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.

**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 Sellers 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. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. Property is being sold AS IS-WHERE IS, without warranty, representation, or recourse to Sellers. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Reck Agri Realty & Auction does not offer broker participation for the "HAXTUN NORTH LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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# LOCATION MAP





**PARCEL #1 - PLAT MAP**



**PARCEL #1  
PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** Lots 1, 2, 3, & 4 of Section 5, Township 8 North, Range 47 West of the 6th PM, Phillips, County, CO.  
See Pages 16-23 for legal description, title commitment, and title exceptions.

**ACREAGE:** 167.24± Acres Dryland

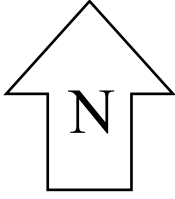
**LAND TENURE:** See Soils Map on Page 12.

**FSA:** 167.24 acres corn w/116 bu PLC yield

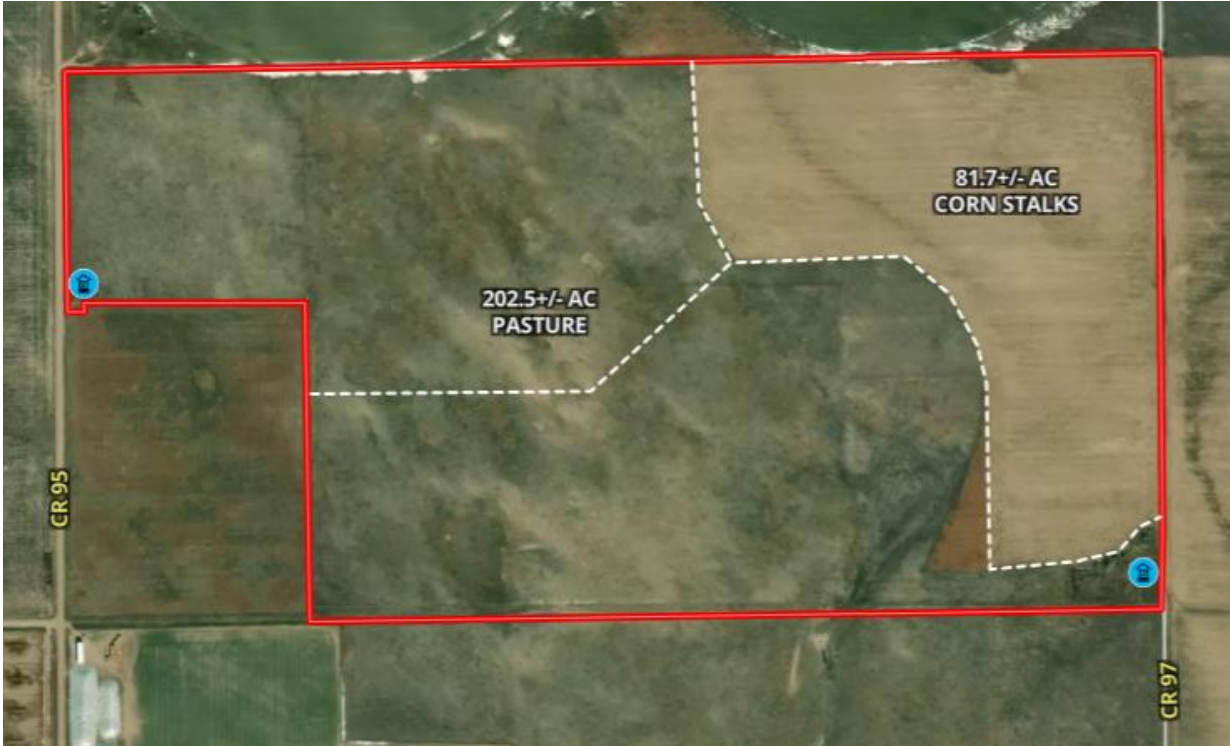
**TAXES:** 2019 real estate taxes paid in 2020 are: \$881.84

**COMMENTS:** 167.1± ac corn stalks.

**STARTING BID:** \$170,000



**PARCEL #2 - PLAT MAP**



**PARCEL #2  
PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** S1/2 of Section 25, Township 9 North, Range 48 West less 42 ac tract of the 6th PM, Logan County, CO.  
See Pages 24-31 for legal description, title commitment, and title exceptions.

**ACREAGE:** 202.5± Acres Pasture  
81.7± Acres Dryland  
284.2± Total Acres

**LAND TENURE:** See Soils Map on Page 13.

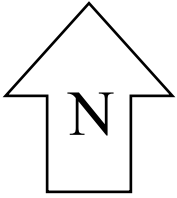
**FSA:** No base acres.

**TAXES:** 2019 real estate taxes paid in 2020 are: \$472.96

**WATER :** 2 Submersible Livestock wells. See Pages 82-88 for well information for the east well. See Pages 89-92 for well information for the west well.

**COMMENTS:** 81.7± corn stalks.

**STARTING BID:** \$165,000



**PARCEL #3 - PLAT MAP**





**PARCEL #3**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** NW1/4 & N1/2SW1/4 of Section 25, Township 9 North, Range 47 West of the 6th PM, Phillips County, CO.  
See Pages 32-46 for legal description, title commitment, and title exceptions.

**ACREAGE:** 242.1± Acres Dryland  
6.1± Acres Roads  
248.2± Total Acres

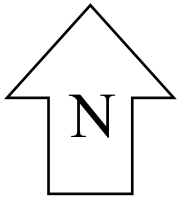
**LAND TENURE:** See Soils Map on Page 14.

**FSA:** 120.5 acres corn w/116 bu PLC yield  
50.3 acres wheat w/45 bu PLC yield

**TAXES:** 2019 real estate taxes paid in 2020 are: \$1,415.44

**COMMENTS:** 80.5± ac planted wheat, balance millet & wheat stubble.

**STARTING BID:** \$235,000



**PARCEL #4 - PLAT MAP**



**PARCEL #4**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** NE1/4 of Section 12, Township 9 North, Range 47 West of the 6th PM, Sedgwick County, CO.  
See Pages 47-60 for legal description, title commitment, and title exceptions.

**ACREAGE:** 75.0± Acres Pasture  
85.0± Acres Dryland  
160.0± Total Acres

**LAND TENURE:** See Soils Map on Page 15.

**FSA:** (Base not available upon printing of detail brochure)

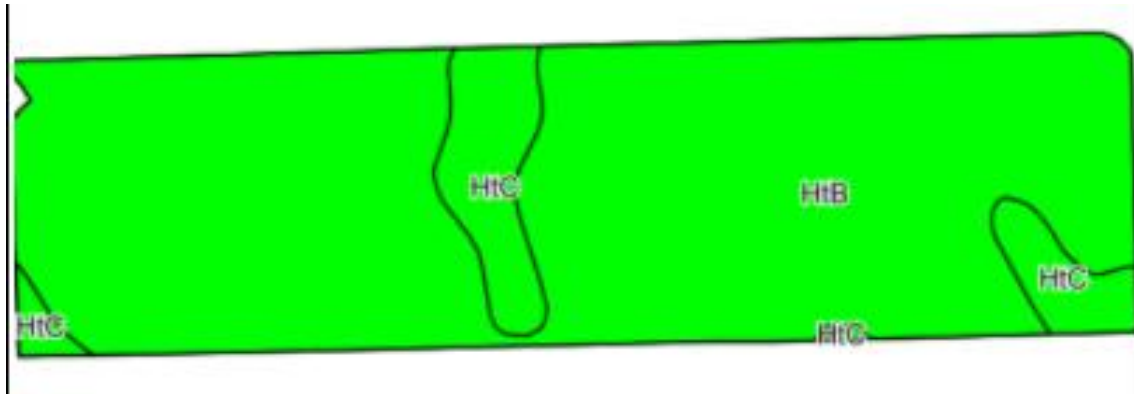
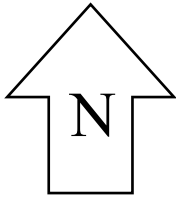
**TAXES:** 2019 real estate taxes paid in 2020 are: \$376.30

**WATER:** Submersible Livestock well. See Pages 93-96 for well information for the well.

**COMMENTS:** 85.0± ac corn stalks.  
Purchase is subject to first right of refusal. Contact listing office for terms.

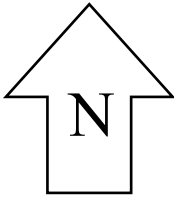
**STARTING BID:** \$160,000

# SOILS MAP - Parcel #1

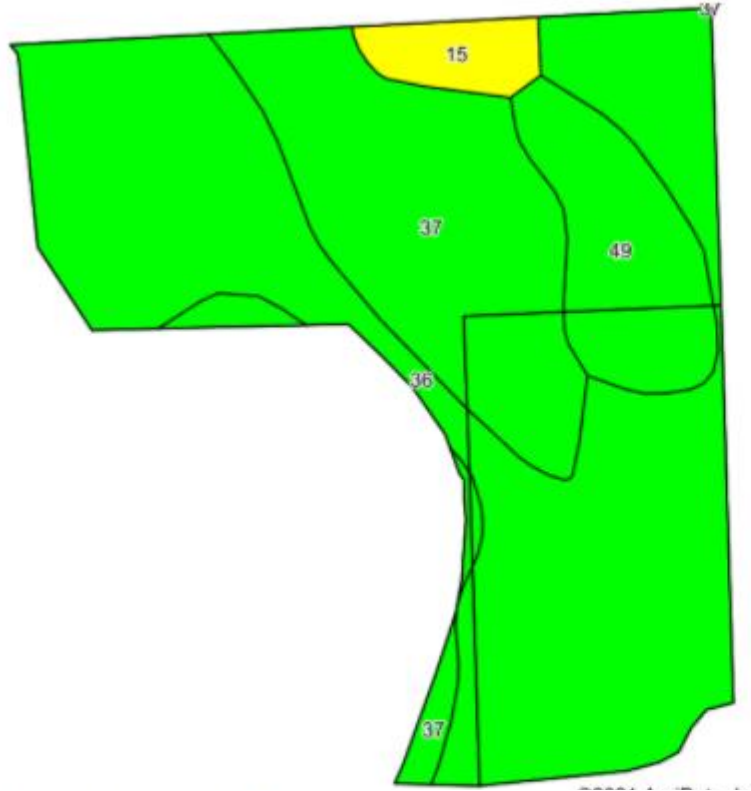


Area Symbol: CO095, Soil Area Version: 14

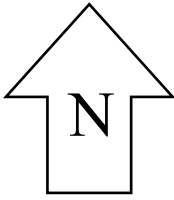
Code	Soil Description	Acres	Percent of field
H1B	Haxtun loamy sand, 0 to 3 percent slopes	149.56	89.5%
H1C	Haxtun loamy sand, 3 to 5 percent slopes	17.51	10.5%



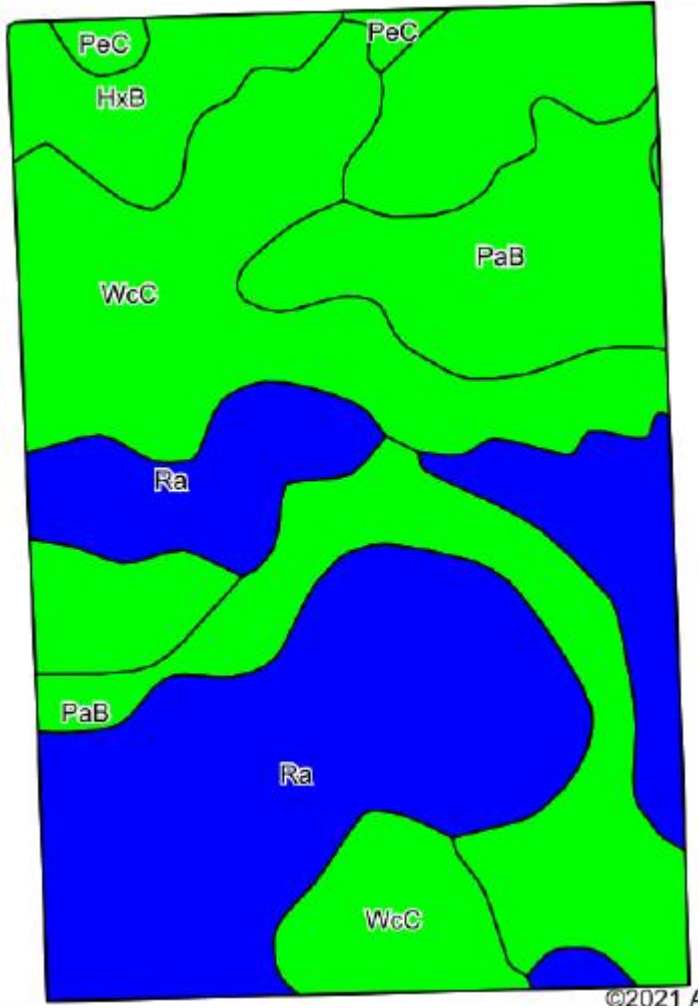
# SOILS MAP - Parcel #2



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
37	Haxtun loamy sand, 3 to 5 percent slopes	64.97	22.9%	
22	Dailey loamy sand, 3 to 9 percent slopes	61.84	21.8%	
36	Haxtun loamy sand, 0 to 3 percent slopes	59.00	20.8%	
115	Valent loamy sand, 3 to 9 percent slopes	46.95	16.5%	
23	Dailey loamy sand, thick surface	39.40	13.9%	
49	Julesburg-Eckley complex, 3 to 9 percent slopes	9.16	3.2%	
15	Bayard-Canyon complex, 1 to 9 percent slopes	2.83	1.0%	

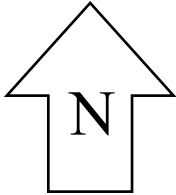


# SOILS MAP - Parcel #3

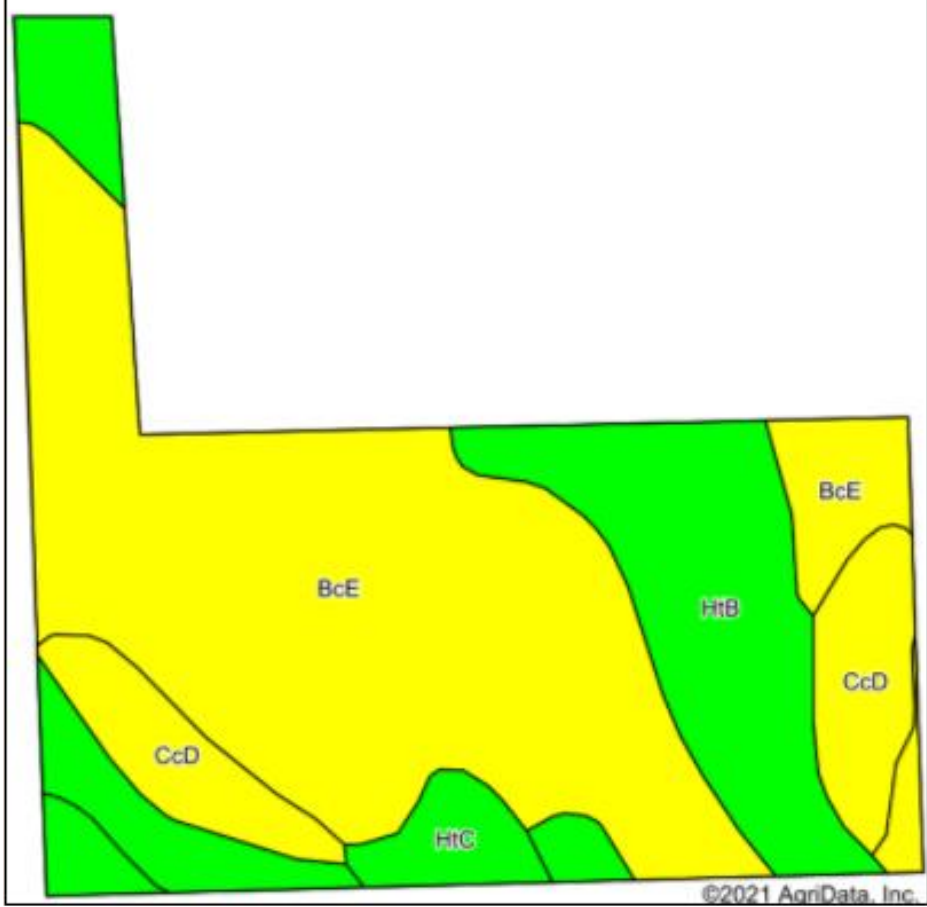


©2021 A

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
Ra	Rago and Kuma loams	87.17	35.7%	
WcC	Wages-Campus-Weld loams, 3 to 5 percent slopes	66.24	27.1%	
PaB	Platner loam, 0 to 3 percent slopes	58.61	24.0%	
HxB	Haxtun sandy loam, 0 to 3 percent slopes	29.38	12.0%	
PeC	Platner-Eckley association, 3 to 5 percent slopes	2.84	1.2%	



# SOILS MAP - Parcel #4



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Area Symbol: CO115, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
BcE	Bayard-Canyon complex, 5 to 12 percent slopes	54.84	57.5%	
HtB	Haxtun loamy sand, 0 to 3 percent slopes	25.21	26.4%	
CcD	Canyon complex, 3 to 9 percent slopes	10.61	11.1%	
HtC	Haxtun loamy sand, 3 to 5 percent slopes	4.68	4.9%	

**TITLE COMMITMENT - PARCEL #1**

**SCHEDULE A**

**Order Number: 805858**

1. Effective date: January 7, 2021 at 7:00 A.M.

2. Policy or Policies to be issued:	Amount of Insurance
A. ALTA Owner's Policy	\$TO BE DETERMINED
Proposed Insured:	
TO BE DETERMINED	

B. ALTA Loan Policy	\$
Proposed Insured:	

C.	\$
----	----

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

IVAR W. LARSON and DONNA M. LARSON

4. The land referred to in this commitment is described as follows:


Township 8 North, Range 47 West of the 6<sup>th</sup> P.M.

Section 5: Lots 1, 2, 3 and 4,

EXCEPT that part of Lot 1 deeded to THE BOARD OF COUNTY COMMISSIONERS, PHILLIPS COUNTY, CO, by Quit Claim Deed dated 9-28-1929, recorded 11-6-1929, Book 117, Page 246, Reception #89032 of the Phillips County, CO records,

County of Phillips, State of Colorado.

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 Authorized Countersignature

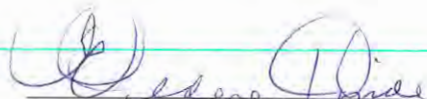


**SCHEDULE B - Section 2**  
**Exceptions**


**Order Number: 805858**

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.  
  
(See Tax Certificates attached)
6. Subject to taxes for the year 2021, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (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 or listed in Schedule B.
8. 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, and reservation of right of way for any ditches or canals constructed by the authority of the United States, as contained in Patent from UNITED STATES OF AMERICA to DAVID S. KILPATRICK, dated 11-14-1905, recorded 3-12-1918, Book 62, Page 413, Reception #42911 of the Phillips County, CO records.
9. RESERVING, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities, as contained in Warranty Deed from ELVA M. EVERS to IVAR W. LARSON and DONNA M. LARSON, dated 6-21-2008, recorded 6-27-2008, Reception #228243 of the Phillips County, CO records, an undivided 1/4<sup>th</sup> interest in said property.
10. RESERVING, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities, as contained in Warranty Deed from MARIE E. BRANDT to IVAR W. LARSON and DONNA M. LARSON, dated 6-25-2008, recorded 6-27-2008, Reception #228244 of the Phillips County, CO records, an undivided 1/4<sup>th</sup> interest in said property.

  
Authorized Countersignature

11. RESERVING, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities, as contained in Warranty Deed from MERL P. STRYKER to IVAR W. LARSON and DONNA M. LARSON, dated 6-21-2008, recorded 6-27-2008, Reception #228245 of the Phillips County, CO records, an undivided 1/4<sup>th</sup> interest in said property.
  
12. RESERVING, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities, as contained in Warranty Deed from DAVID R. STRYKER to IVAR W. LARSON and DONNA M. LARSON, dated 6-23-2008, recorded 6-27-2008, Reception #228246 of the Phillips County, CO records, an undivided 1/4<sup>th</sup> interest in said property.



Authorized Countersignature



B. 22, P. 413

No. 42911

HOMESTEAD PATENT - The Out West Printing and Stationery Co., Colorado Springs, Colo. \*5

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 1483 }  
APPLICATION 1375 }

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Stirling Colorado, 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 David S Kilpatrick has been established and duly consummated, in conformity to law, for the

lots numbered one, two, three and four of Section five and the Lot numbered one of Section six in Township eight, North of Range forty-seven West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres and eighty-nine hundredths of an acre

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

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

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, Theodore Roosevelt President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the fourteenth day of November, in the year of our Lord one thousand nine hundred and five, and of the Independence of the United States the one hundred and thirtieth

By the President: T Roosevelt By J M McLean Secretary.  
Recorded, Colorado Vol. 143 Page. 160 C. H. Brush Recorder of the General Land Office.

Filed for Record the 12 day of March A. D. 1908, at 2 50 o'clock P M.  
G L Colman Recorder.

Warranty Deed

Elva M. Evers, whose address is 1628 N. 26<sup>th</sup> St., Fort Dodge, Iowa 50501, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Phillips, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:

Township 8 North, Range 47 West of the 6<sup>th</sup> P.M., Phillips County, Colorado:  
Section 5: Lots 1, 2, 3 and 4

Except that part of Lot 1 deeded to The Board of County Commissioners, Phillips County, Colorado by Quit Claim Deed dated 9-28-1929, recorded 11-6-1929, Book 117, Page 246, Reception #89032 of the Phillips County, Colorado records,

Reserving, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof, including the Patent recorded 3-12-1918, Book 62, Page 413, Reception #42911 of the Phillips County, Colorado records; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Phillips, State of Colorado.

Signed this 21 day of June, 2008.

Elva M. Evers  
Elva M. Evers

State of Iowa )  
County of WEBSTER ) ss.

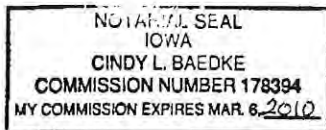
The foregoing instrument was acknowledged before me this 21 day of June, 2008, by Elva M. Evers.

Witness my hand and official seal.

My commission expires: 3-6-2010

(SEAL)

Cindy L. Baedke  
Notary Public





Warranty Deed

Marie E. Brandt, whose address is P.O. Box 67, Ovid, Colorado 80744, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Phillips, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:

Township 8 North, Range 47 West of the 6<sup>th</sup> P.M., Phillips County, Colorado:  
Section 5: Lots 1, 2, 3 and 4

Except that part of Lot 1 deeded to The Board of County Commissioners, Phillips County, Colorado by Quit Claim Deed dated 9-28-1929, recorded 11-6-1929, Book 117, Page 246, Reception #89032 of the Phillips County, Colorado records,

Reserving, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof, including the Patent recorded 3-12-1918, Book 62, Page 413, Reception #42911 of the Phillips County, Colorado records; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Phillips, State of Colorado.

Signed this 25 day of June, 2008.

Marie E. Brandt  
Marie E. Brandt

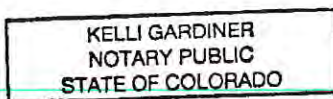
State of Colorado                    )  
  ) ss.  
County of Logan                    )

The foregoing instrument was acknowledged before me this 25 day of June, 2008, by Marie E. Brandt

Witness my hand and official seal.

My commission expires: 4-7-2010

(S E A L)



Kelli Gardiner  
Notary Public

Warranty Deed

Merl P. Stryker, whose address is 2412 W. 9<sup>th</sup> Street, Greeley, Colorado 80634, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Phillips, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:

Township 8 North, Range 47 West of the 6<sup>th</sup> P.M., Phillips County, Colorado:  
Section 5: Lots 1, 2, 3 and 4

Except that part of Lot 1 deeded to The Board of County Commissioners, Phillips County, Colorado by Quit Claim Deed dated 9-28-1929, recorded 11-6-1929, Book 117, Page 246, Reception #89032 of the Phillips County, Colorado records,

Reserving, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof, including the Patent recorded 3-12-1918, Book 62, Page 413, Reception #42911 of the Phillips County, Colorado records; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Phillips, State of Colorado.

Signed this 21 day of June, 2008.

  
Merl P. Stryker

State of Colorado )  
County of Weld ) ss.

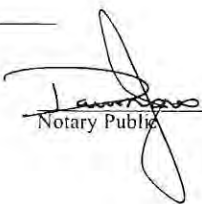
The foregoing instrument was acknowledged before me this 21 day of June, 2008, by Merl P. Stryker.

Witness my hand and official seal.

My commission expires: 08/31/2011

(SEAL)



  
Notary Public



Warranty Deed

David R. Stryker, whose address is 1637 Carnwise St. SW, Canton, Ohio 44706, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Phillips, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:


Township 8 North, Range 47 West of the 6<sup>th</sup> P.M., Phillips County, Colorado:  
Section 5: Lots 1, 2, 3 and 4

Except that part of Lot 1 deeded to The Board of County Commissioners, Phillips County, Colorado by Quit Claim Deed dated 9-28-1929, recorded 11-6-1929, Book 117, Page 246, Reception #89032 of the Phillips County, Colorado records,

Reserving, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof, including the Patent recorded 3-12-1918, Book 62, Page 413, Reception #42911 of the Phillips County, Colorado records; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Phillips, State of Colorado.

Signed this 23 day of June, 2008.

  
David R. Stryker

State of Ohio )  
County of Stark ) ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 2008, by David R. Stryker.

Witness my hand and official seal.

My commission expires: 10-26-2012

(SEAL)

  
Notary Public

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

***Transaction Identification Data for reference only:***

Issuing Agent: Stewart Title Company  
 Issuing Office: 314 Main St, Sterling, CO 80751  
 Issuing Office's ALTA® Registry ID:  
 Loan ID Number:  
 Commitment Number: 1071188  
 Issuing Office File Number: 1071188  
 Property Address: 19017 County Road 97, Haxtun, CO 80731  
 Revision Number:

1. **Commitment Date:** January 13, 2021 at 8:00AM

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

(a) ALTA Owner's Standard  
 Proposed Insured: To Be Determined

(b) ALTA Loan  
 Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

FEE SIMPLE

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

Ivar W. Larson and Donna M. Larson

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

See Exhibit "A" Attached Hereto

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

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 File No.: 1071188

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)





**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1071188

The S1/2 of Section 25, Township 9 North, Range 48 West of the 6th P.M., County of Logan, State of Colorado.

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

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 5

©



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

**File No.:** 1071188

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservation of oil, gas, or other minerals by Marie E. Brandt, Merl P. Stryker, Elva M. Evers, and David R. Stryker, as set forth in Warranty Deeds recorded June 25, 2008 in Book 977, Page 330, [Reception No. 689208](#), and in Book 977, Page 331, [Reception No. 689209](#), and in Book 977, Page 332, [Reception No. 689210](#), and in Book 977, Page 333, [Reception No. 689211](#); and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest.

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

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File No.: 1071188

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 4 of 5

©



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

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File No.: 1071188

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 5 of 5

©





State Documentary Fee  
Date 6-25-08  
\$ 12.75

Warranty Deed

Marie E. Brandt, whose address is P.O. Box 67, Ovid, Colorado 80744, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Logan, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:

Township 9 North, Range 48 West of the 6<sup>th</sup> P.M., Logan County, Colorado:  
Section 25: S/2

Reserving, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Logan, State of Colorado.

Signed this 25 day of June, 2008.

Marie E. Brandt  
Marie E. Brandt

State of Colorado            )  
  ) ss.  
County of Logan            )

The foregoing instrument was acknowledged before me this 25 day of June, 2008, by Marie E. Brandt

Witness my hand and official seal.

My commission expires: 4-7-2010

(S E A L)

KELLI GARDINER  
NOTARY PUBLIC  
STATE OF COLORADO

Kelli Gardiner  
Notary Public



State Documentary Fee  
Date 6-25-08  
\$ none -

Warranty Deed

Merl P. Stryker, whose address is 2412 W. 9<sup>th</sup> Street, Greeley, Colorado 80634, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Logan, and State of Colorado, to wit:

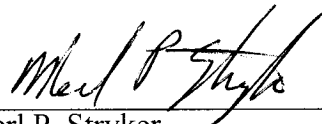
An undivided one-fourth (1/4th) interest in and to the following:

Township 9 North, Range 48 West of the 6<sup>th</sup> P.M., Logan County, Colorado:  
Section 25: S/2

Reserving, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Logan, State of Colorado.

Signed this 21 day of June, 2008.

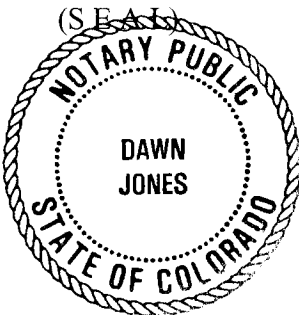
  
\_\_\_\_\_  
Merl P. Stryker

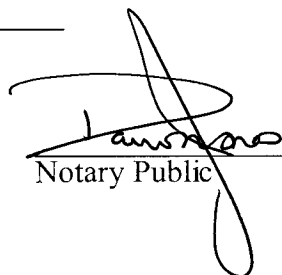
State of Colorado            )  
  ) ss.  
County of Weld            )

The foregoing instrument was acknowledged before me this 21 day of June, 2008, by Merl P. Stryker.

Witness my hand and official seal.

My commission expires: 08/31/2011



  
\_\_\_\_\_  
Notary Public



State Documentary Fee  
Date 6-25-08  
\$ none

Warranty Deed

Elva M. Evers, whose address is 1628 N. 26<sup>th</sup> St., Fort Dodge, Iowa 50501, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Logan, and State of Colorado, to wit:

An undivided one-fourth (1/4th) interest in and to the following:

Township 9 North, Range 48 West of the 6<sup>th</sup> P.M., Logan County, Colorado:  
Section 25: S/2

Reserving, however, to Grantor, her heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Logan, State of Colorado.

Signed this 21 day of June, 2008.

Elva M. Evers  
Elva M. Evers

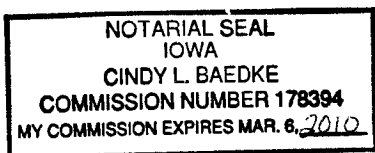
State of Iowa                    )  
County of WEBSTER        ) ss.

The foregoing instrument was acknowledged before me this 21 day of June, 2008, by Elva M. Evers.

Witness my hand and official seal.

My commission expires: 3/6/2010

(SEAL)



Cindy L. Baedke  
Notary Public



State Documentary Fee  
Date 6-25-08  
\$ none

Warranty Deed

David R. Stryker, whose address is 1637 Carnwise St. SW, Canton, Ohio 44706, for and in consideration of One Hundred and more Dollars, in hand paid, hereby sells and conveys to Ivar W. Larson and Donna M. Larson, as Tenants in Common, whose address is 925 N. CR 13, Berthoud, Colorado 80513, the following real property, located in the County of Logan, and State of Colorado, to wit:

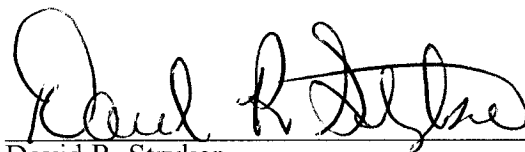
An undivided one-fourth (1/4th) interest in and to the following:

Township 9 North, Range 48 West of the 6<sup>th</sup> P.M., Logan County, Colorado:  
Section 25: S/2

Reserving, however, to Grantor, his heirs, successors and assigns, an undivided 50% interest in and to all oil, gas or other minerals which Grantor owns and which are found on or beneath the above-described property for a period of 15 years commencing with the date hereof and continuing for so long thereafter as oil and gas or other minerals are being produced from the subject property in paying quantities,

with all its appurtenances, and warrant the title to the same, subject to unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof; water rights, and claims or title to water; taxes and assessments for the year 2008 and years thereafter; all previous conveyances and reservations of oil, gas and other minerals of record; restrictions, reservations, covenants, easements, and rights-of-way of record; rights and obligations arising by virtue of inclusion of the property within the boundaries of any special districts of record; matters shown on any survey of record; boundary line variances, whether or not of record; and all zoning and land use rules and regulations of the County of Logan, State of Colorado.

Signed this 23 day of June, 2008.

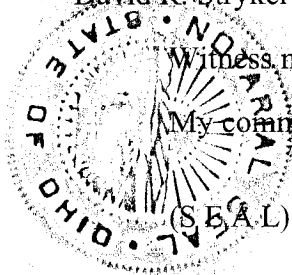
  
\_\_\_\_\_  
David R. Stryker

State of Ohio )  
County of Stark ) ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2008, by David R. Stryker.

Witness my hand and official seal.

My commission expires: 10-26-2012



  
\_\_\_\_\_  
Notary Public

**TITLE COMMITMENT - PARCEL #3**

SCHEDULE A

Order Number: 805859

1. Effective date: January 7, 2021 at 7:00 A.M.

2. Policy or Policies to be issued:

Amount of Insurance

A. ALTA Owner's Policy

\$ TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

B. ALTA Loan Policy

\$

Proposed Insured:

C.

\$

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

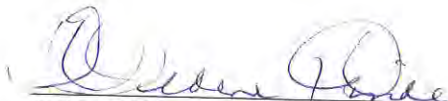
BRADLEY J. MICHAEL and DEBRA M. MICHAEL

4. The land referred to in this commitment is described as follows:

Township 9 North, Range 47 West of the 6<sup>th</sup> P.M.

Section 25: NW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>,

County of Phillips, State of Colorado.

  
Authorized Countersignature



SCHEDULE B - Section 2  
Exceptions

Order Number: 805859

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.  
  
(See Tax Certificate attached)
6. Subject to taxes for the year 2021, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (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 or listed in Schedule B.
8. 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to AUGUST HOLMES, dated 10-3-1892, recorded 1-10-1893, Book 33, Page 26, Reception #6208, on NW¼ 25-9-47; and to GUSTAF E. PALMQUIST, dated 8-4-1893, recorded 7-12-1894, Book 33, Page 77, Reception #8449, on N½SW¼ 25-9-47, of the Phillips County, CO records.
9. Memorandum of License and Option Agreement, by and between SKOLD FARMS LTD LLLP and AIR ENERGY TCI INC, dated 6-8-2009, recorded 5-10-2010, Reception #231055 of the Phillips County, CO records.
10. Memorandum of Oil and Gas Lease, from SKOLD FARMS, LTD., a Colorado limited partnership to BASELINE MINERALS, INC., dated 2-26-2013, recorded 4-22-2013, Reception #235960 of the Phillips County, CO records, for term of 5 years, and any and all assignments thereof or interests therein.  
**(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.)**
11. SAVING, RESERVING AND EXCEPTING unto Grantors, their heirs, successors, and assigns, one-half interest in all oil, gas and other minerals owned by Grantors, in, under and that may be produced from said land, together with the right of ingress and egress for the exploration, production and marketing of same, for a period of 10 years from and after the date of this deed, and if in the production at the end of said 10-year period, the reservation shall continue so long thereafter as there shall continue to be production, as contained in Warranty Deed from WAYNE L. SKOLD, MEVLIN D. SKOLD, GLENN E. SKOLD TRUST, KAREN KOBAYASHI & WILMA OZIAS, to MELVIN D. SKOLD, dated 1-21-2016, recorded 2-11-2016, Reception #239762, and re-recorded 3-25-2016, Reception #239951, of the Phillips County, CO records.

  
Authorized Countersignature

# THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 172 }  
 APPLICATION 14344 } **Whereas**, There has been deposited in the General Land Office of the  
 United States a Certificate of the Register of the Land Office at Stirling Colorado whereby  
 it appears that, 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  
August Holman has been established and duly consummated, in conformity  
 to-law, for the North West Quarter of Section Twenty five in  
Township nine north of Range fifty seven West of the  
Sixth Principal Meridian in Colorado Containing one  
hundred and eighty Acres.

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

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

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

BY THE PRESIDENT: Benjamin Harrison  
By C. M. Crawford Asst. Secretary.

D. C. Roberts Recorder of the General Land Office.



Recorded, Vol. 22 Page 36

Filed for Record the 10 day of Jan A. D. 1892., at 11:40 o'clock A.M.

W. B. Eggs  
Recorder  
By \_\_\_\_\_ Deputy.

No 6208



B. 33, P. 77 # 8449

# THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 526  
 APPLICATION 14507 } **Whereas**, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Stirling Colorado whereby it appears that, 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 Eustaf E. Palmquist has been established and duly consummated, in conformity to law, for the South west quarter of Section Twenty five in Township Nine North of Range Forty seven West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said 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 Eustaf E. Palmquist the tract of land above described:

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

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

**Given** under my hand, at the City of Washington, the fourth day of August, in the year of our Lord one thousand eight hundred and ninety three, and of the Independence of the United States the one hundred and Eighteenth



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

Recorded, Vol. 2 a Page 77

Filed for Record the 12 day of July A. D. 1894, at 12<sup>12</sup> o'clock P.M.

A. W. Begg  
Records  
By L. L. Blaine Deputy.

No. 8449



05/10/2010 09:52:23 PM Page 1 of 7 231055  
MemorandumOfLease BETH CUMMING PHILLIPS COUNTY  
REC FEE: 36.00 DOC FEE: 0.00 TOTAL FEE: 36.00

231055

Beth Cumming  
Phillips County Clerk & Recorder's Office  
221 Interocean Ave  
Holyoke  
Colorado 80734

TCI Renewables  
Suite 102  
381 Rue Notre-Dame Ouest  
Montréal  
QC, H2Y 1V2

T +1-514-842-1923  
F +1-514-842-7904

huw.roberts@tcir.net  
C: 514 805 6679

15th April 2010

Dear Ms Cumming,

**RE: Recording Wind Energy Options to Lease**

Please find attached a Wind Energy Memorandum of License and Option Agreement between Air Energy TCI Inc and Skold Farms Ltd LLLP. There are 6 pages included, number 23,24,25,26,29 & 30, all pages need recording.

Yours Sincerely,

Huw Roberts  
Project Developer

Montreal  
Belfast  
Oxford

TCI Renewables is the trading name of: TCI Renewables Limited, registered in England, Company Number: 5360262  
Air Energy TCI Inc, registered in Canada, Company Number: 4296508  
TCI Renewables LLC, registered in Delaware US, Company Number 4519501

Schedule "B" to Schedule "C" - Page 23

**Schedule 'A-1'**

**LOCAL LAW ADDENDUM**

Paragraph 6.8 Taxes Payable by Grantee of this Agreement is hereby deleted in its entirety and the following paragraphs are inserted in its stead:

6.8 Taxes

6.8.1 The Grantor covenants to pay all real estate taxes and assessments that may be assessed or levied on the Lands.

6.8.2 The Grantee covenants to pay all taxes, rates and assessments that may be assessed or levied in respect to any and all Equipment, structures and works placed by the Grantee in, over or under the Licenses Lands.

SCHEDULE B  
MEMORANDUM OF LICENSE AND OPTION AGREEMENT

MEMORANDUM OF LICENSE  
AND OPTION AGREEMENT

This Memorandum of License and Option Agreement (the "Memorandum") is made and entered into as of June 8<sup>th</sup>, 2009, by and between Skold Farms Ltd LLLP ("Grantor") and Air Energy TCI Inc ("Grantee").

Grantor has entered into a license to Grantee for an initial term of six (6) years under a License and Option Agreement dated June 8<sup>th</sup>, 2009 (the "Agreement") from the date of said Agreement for the purpose of conducting a wind resource assessment study to assess whether the premises described in Exhibit A, located in the County of Sedgwick State of Colorado (the "Property"), are suitable for wind energy conversion and the transmission of electric power and related activities.

Grantor has also provided to Grantee an option to lease all of the Property, which option shall expire at the end of the term of the Agreement.

All of the terms and conditions of the Agreement between the parties dated June 8<sup>th</sup>, 2009, are made a part of this Memorandum as though fully set forth herein.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Memorandum may be executed and delivered by a party by facsimile transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of License and Option Agreement as of the date first above written.

Print Name: Melvin D. Skold  
Grantor Melvin D. Skold

Print Name: \_\_\_\_\_  
Grantor

STATE OF COLORADO

COUNTY OF Welder

On this 8 day of June, 2009, before me, a Notary Public within and for said county, personally appeared Melvin D Skold, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Jane [Signature]





Schedule "B" to Schedule "C" - Page 25



My Comm. Exp. 10-22-2012

Notary Public  
Print Name: Jaime Laskowski  
Date: 6-8-2009  
My commission expires: 10-22-2012

Print Name: \_\_\_\_\_  
Grantor

Print Name: \_\_\_\_\_  
Grantor

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2008\_\_, before me, a Notary Public within and for said county, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
Print Name:  
Date:  
My commission expires:



Air Energy TCI Inc

By [Signature]  
Print Name: Huw Roberts  
Title: Project Developer  
Grantee

STATE OF COLORADO.  
COUNTY OF: Larimer

On this 8 day of June, 2009, before me, Commissioner for Oaths within and for said district, personally appeared Huw Roberts, to me known to a Project Developer of Air Energy TCI Inc and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of said corporation.



[Signature]  
Notary Public  
Print Name: Jaime Laskowski  
Date: 6-8-2009  
My commission expires: 10-22-2012

05/10/2010 09:52:23 PM Page 5 of 7 231055  
MemorandumOfLease BETH CUMMING PHILLIPS COUNTY  
REC FEE: 36.00 DOC FEE: 0.00 TOTAL FEE: 36.00



Schedule "B" - Page 29

**EXHIBIT A**

**(Location of Property)**

**All Property in Phillips County, Colorado, USA**

**Landowner: Skold Farms Ltd LLLP**

**Location of Property:**

North East ¼ of Section 21, Township 9 North, Range 46 West, Phillips County, Colorado, USA  
- 160 acres

North ½ of South West ¼ and North West ¼ of Section 25, Township 9 North, Range 47 West,  
Phillips County, Colorado, USA - 240 acres

**Total Acres - 400**

*AKS  
JL Hor*

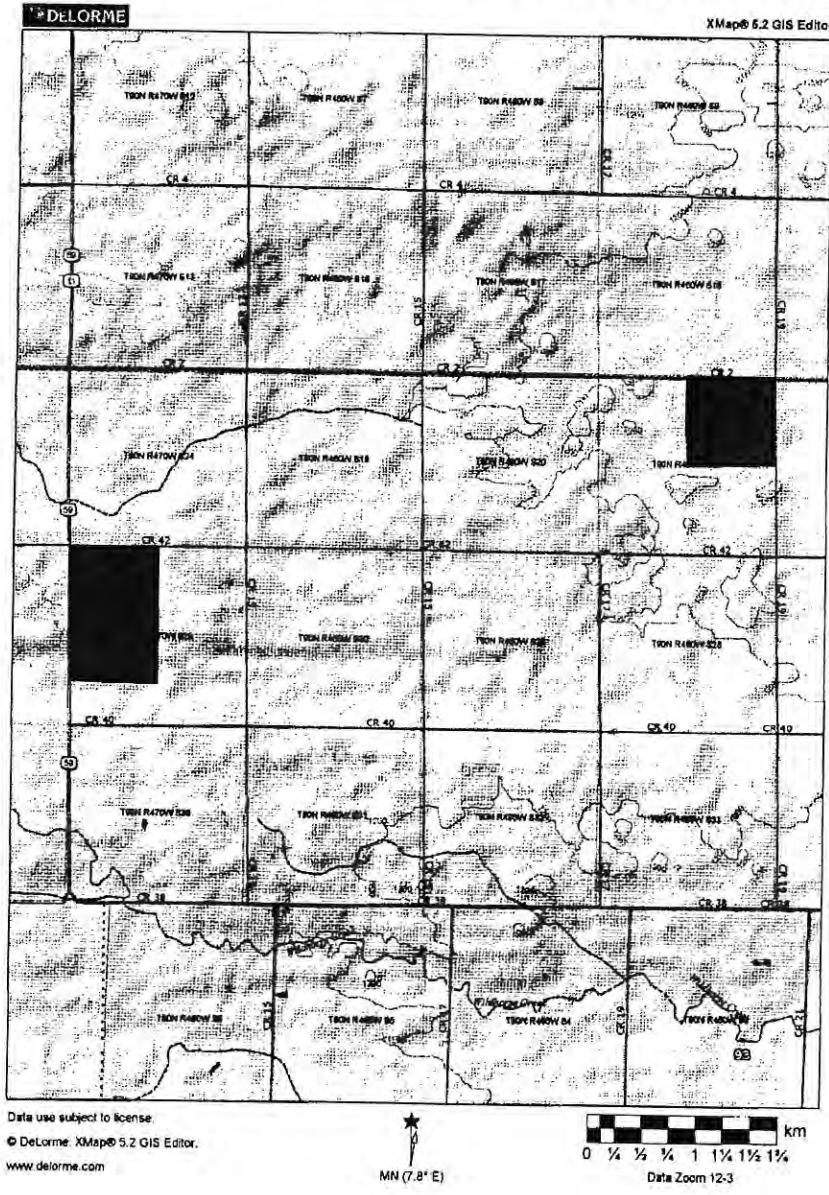
EXHIBIT A

(Location of Property)

All Property in Phillips County, Colorado, USA

Landowner: Skold Farms Ltd LLLP

05/10/2010 09:52:23 PM Page 7 of 7 231055  
MemorandumOfLease BETH CUMMING PHILLIPS COUNTY  
REC FEE: 38.00 DOC FEE: 0.00 TOTAL FEE: 38.00



440772.1AET INC. USA Lease [Final 14/11/07]

*HOR*  
*MS*

MEMORANDUM OF OIL AND GAS LEASE

State: Colorado
County: Phillips
Lessor: Skold Farms, Ltd., a Colorado limited partnership
Lessee: Baseline Minerals, Inc., a Colorado corporation
Effective Date: February 26, 2013

04/22/2013 03:14:14 PM Page 1 of 1 235960
Memorandum of Lease BETH ZILLA PHILLIPS COUNTY
REC FEE: 11 00 DOC FEE: 0 00 TOTAL FEE: 11 00

As of the Effective Date stated above, Lessor, named above, executed and delivered to Lessee, named above, an Oil and Gas Lease (the "Lease") in which Lessor granted, leased, and let to Lessee all of Lessor's mineral interest in the lands (the "Leased Premises") located in the county and state named above, described as follows:

Township 9 North, Range 47 West, 6th P. M.
Section 25: NW, N2SW

and containing 240.00 gross acres, more or less.

The Lease grants Lessee the exclusive rights to explore for, drill for, produce and market oil, gas, and other hydrocarbons from the Leased Premises during the term of the Lease; construct and maintain such facilities as are provided for in the Lease; and, the right of ingress and egress through, on and over the Leased Premises.

The term of said Oil and Gas Lease is for a Primary Term of five (5) years from Effective Date, with the right to extend for an additional three (3) years, and so long thereafter as oil and/or gas is being produced in paying quantities from the Leased Premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil or gas are being conducted hereon, as herein provided.

Reference is hereby made to executed copies of said Oil and Gas Lease in possession of Lessor and Lessee, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, said parties have caused this Memorandum of Oil and Gas Lease to be duly executed as of the first date hereinabove written.

LESSOR:

SKOLD FARMS, LTD.

Wayne L. Skold (Signature)
Wayne L. Skold, General Partner

LESSEE: BASELINE MINERALS, INC.,

By Joseph W. Thames, President (Signature)

ACKNOWLEDGMENTS

STATE OF Colorado }
COUNTY OF Phillips } §

The foregoing instrument was acknowledged before me this 26th day of March, 2013, 2013, by Wayne L. Skold, General Partner of Skold Farms, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My Commission Expires: 4-10-14



Dean S. Weiss (Signature)
Dean S. Weiss (Print Name)

Notary Public in and for Phillips County, Colorado

STATE OF COLORADO }
COUNTY OF DENVER } §

The foregoing instrument was acknowledged before me this 27th day of March, 2013, by Joseph W. Thames, President of Baseline Minerals, Inc.

WITNESS my hand and official seal.

My Commission Expires: 10/18/16

Kara M. Zeeb (Signature)
KARA M. ZEEB (Print Name)

Notary Public in and for Denver County, Colorado

KARA MICHELLE ZEEB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124068784
MY COMMISSION EXPIRES OCTOBER 18, 2016

**WARRANTY DEED**

Grantors, WAYNE L. SKOLD, MELVIN D. SKOLD, GLENN E. SKOLD TRUST, KAREN KOBAYASHI, and WILMA OZIAS, their address being: In Care of Wayne L Skold, 70 CO RD 21, Haxtun, CO 80731, for the consideration of FOUR HUNDRED NINETY FOUR THOUSAND AND no/100 Dollars (\$494,000.00), in hand paid, hereby sell and convey to:

**Melvin D. Skold,**

his address being 2612 Lochbuie Circle, Loveland, CO 80538, the following real property in the County of Phillips, and State of Colorado, to wit:

**Township 9 North, Range 47 West of the 6<sup>th</sup> P.M.**

\*\* Section 25: ~~NE1/4~~ and N1/2SW1/4  
*NW1/4*

SAVING, RESERVING AND EXCEPTING unto Grantors, as tenants in common, their heirs, successors, and assigns, one-half interest in all oil, gas and other minerals owned by Grantors in, under and that may be produced from all of the lands described above, together with the right of ingress and egress for the exploration, production and marketing of same, thereby transferring to Grantees the remaining one-half interest owned by Grantors subject to the following conditions:

- a. Said reservation shall be for a period of 10 years from and after the date of this deed, and if in the production at the end of said 10-year period, the reservation shall continue so long thereafter as there shall continue to be production;
- b. Upon the expiration of the 10-year term or the cessation of production under any extension of this reservation beyond the 10-year term, the mineral rights so reserved shall revert to Grantee, and their successors and assigns.
- c. Production shall be defined as any activity on the land or using the land, such as in a pooling arrangement, the payment of delay rent on a shut-in well or similar activity, which results in the payment of funds to Grantors, their heirs, successors or assigns, under a mineral lease.

together with any and all water rights, including but not limited to all rights represented by State of Colorado, Office of the State Engineer; and with all appurtenances and warrants the title to same subject to general property taxes for 2016, and thereafter; to easements, rights of way and restrictions of record, if any; to existing mineral exceptions, reservations and leases, if any; to burdens and benefits of local improvement districts; and to zoning, subdivision and land use regulations of Phillips County, Colorado.

(Continued on Page 2)

\*\*re-recorded to correct scrivener's error in legal

Signed this 21<sup>st</sup> day of January, 2016.

Wayne L Skold  
WAYNE L. SKOLD, Grantor

Karen Kobayashi  
KAREN KOBAYASHI, Grantor

Melvin D. Skold  
MELVIN D. SKOLD, Grantor

Wilma Ozias  
WILMA OZIAS, Grantor

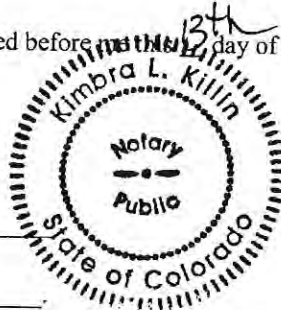
Glenn E Skold  
GLENN E. SKOLD, Trustee for the Glenn E. Skold Trust

STATE OF COLORADO )  
County of Phillips ) ss.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2016, by WAYNE L. SKOLD.

WITNESS my hand and official seal.

Kimbra L Killin  
Notary Public  
My commission expires 11-1-19

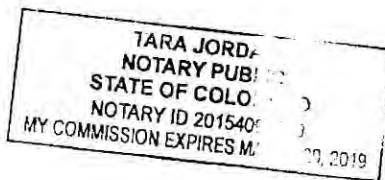


STATE OF COLORADO )  
County of Carimer ) ss.

The foregoing instrument was acknowledged before me this 20 day of January, 2016, by MELVIN D. SKOLD.

WITNESS my hand and official seal.

Tara Jordan  
Notary Public  
My commission expires 3/20/19



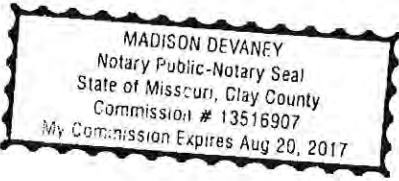
(Continued on Page 3)

STATE OF MISSOURI )  
 ) ss.  
County of Clay )

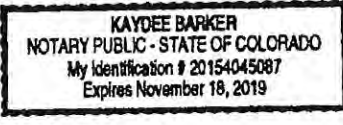
The foregoing instrument was acknowledged before me this 15 day of January, 2016, by GLENN E. SKOLD, Trustee for the Glenn E. Skold Trust.

WITNESS my hand and official seal.

Madison Devaney  
Notary Public  
My commission expires 8-20-17



STATE OF COLORADO )  
 ) ss.  
County of Logan )



The foregoing instrument was acknowledged before me this 21 day of January, 2016, by KAREN KOBAYASHI.

WITNESS my hand and official seal.

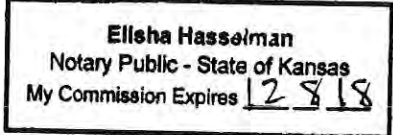
Kaydee Barker  
Notary Public  
My commission expires 11/18/19

STATE OF KANSAS )  
 ) ss.  
County of Dickinson )

The foregoing instrument was acknowledged before me this 19 day of January, 2016, by WILMA OZIAS.

WITNESS my hand and official seal.

Elissha Hasselman  
Notary Public  
My commission expires 12-8-2018  
(Continued on Page 4)



TITLE COMMITMENT - PARCEL #4

American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Alliant National Title Insurance Company

Commitment Number: 201690

SCHEDULE A

1. Effective Date: January 11, 2021 at 07:00 AM
2. Policy or Policies to be issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (06/17/06) )  
Proposed Insured:  
TBD
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Bradley J. Michael and Debra M. Michael
5. The land referred to in the Commitment is described as follows:  
The NE1/4 of Section 12, Township 9 North, Range 47 West of the 6th P.M., Sedgwick County, Colorado.

Alliant National Title Insurance Company

By: *Jessie Sackriet*  
Sedgwick County Title Company

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(201690/201690/2)

Alliant National Title Insurance Company

Commitment Number: 201690

**SCHEDULE B**

2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  1. Rights or claims of parties in possession not shown by the public records.
  2. Easements and claims of easements not shown by the public records.
  3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts that an accurate and complete survey and inspection of the premises would disclose and which are not shown by the public records.
  4. 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.
  5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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(201690/201690/2)



Commitment Number: 201690

**SCHEDULE B**  
(Continued)

6. Taxes for the current year, including all taxes now or heretofore assessed, not yet due and payable.

NOTE: This will be disclosed on the Loan Policy only if one is issued.

7. Taxes for the year 2020 in the amount of \$376.34 are NOT paid in full and taxes for the current year are not yet due or payable.

NOTE: This will be disclosed on the Owner's Policy if one is issued.

8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights and claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
9. Reservation of (1) rights to ditches and reservoirs and (2) right of way for ditches or canals constructed by the authority of the United States in Patent from United States of America to James W. Murphy, dated November 21, 1912, recorded May 7, 1913, Book 28, Page 390, Reception No. 18676. S1/2NE1/4
10. Reservation of all rights to any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances and the right of ingress and egress in Patent from State of Colorado to Arthur M. Ahnstedt, dated September 19, 1927, recorded October 5, 1927, Book 63, Page 460, Reception No. 57728. N1/2NE1/4
11. Easement and right-of-way for Highline Electric Association Underground Facilities, purposes disclosed by instrument recorded October 13, 1981, Book 165, Page 497, Reception No. 169298, in which the specific location of the easement is not defined.
12. Right of way to construct, operate and maintain an electric transmission and/or distribution line or system in Electric Line - Right of Way from Walter Ahnstedt to Highline Electric Association, dated January 3, 1992, recorded February 3, 1992, Book 197, Page 264, Reception No. 178215.
13. Easement to construct, operate and maintain an underground water pipeline easement, as agreed upon in Underground Water Pipeline Easement Agreement from Bradley J. Michael and Debra M. Michael to The Heifer Authority, LLC, dated January 15, 2019, recorded January 15, 2019, Reception No. 203432.
14. Deed of Adandonment in Road Abandonment from Sedgwick County, Colorado, abandonment of County Road 4 & 6 between E2 Section 12, Township 9 North, Range 47 West and the W2 of Section 7, Township 9 North, Range 46 West, dated May 5, 2020, recorded June 11, 2020, Reception No. 204556.

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(201690/201690/2)

No. 18676

INSTRUMENT Patent

GRANTOR United States of America

GRANTEE James W. Murphy

CONSIDERATION

DATE OF RECORD May 7, 1913, 4:30 P.M.

BOOK 28 PAGE 390

DATE OF INST. Nov. 21, 1912

DATE OF ACK'T

BEFORE

OFFICIAL TITLE

COUNTY STATE

COM'N EXPIRES

SEAL

DESCRIPTION S.1/2 of N.E.1/4 of Sec.12, Twp.9 North, Range 47 West of the 6th P.M. 80 acres.

Signed:-BY THE PRESIDENT, Wm. H. Taft

By M. P. LeRoy, Secretary

H.W.Sanford, Recorder of the General Land Office.

Government seal attached.

✓

No. 57728

INSTRUMENT Patent

GRANTOR State of Colorado

GRANTEE Arthur M. Ahnstedt

CONSIDERATION \$3900.00' DATE OF RECORD Oct.5, 1927, 10:40 A.M.

BOOK 63' PAGE 460' DATE OF INST. Sept.19, 1927'

DATE OF ACK'T BEFORE

OFFICIAL TITLE COUNTY STATE

COM'N EXPIRES SEAL

DESCRIPTION N.1/2 of the N.E.1/4, N.1/2 of the N.W.1/4, the S.E.1/4 of the N.W.1/4 and the S.W.1/4 of Sec.12, Twp.9 North, Range 47 West of the 6th P.M., containing 360 acres, more or less, according to the United States Survey.

Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances in or under said land and the right of ingress and egress for the purpose of mining, together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances.

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect, if any there be.

(OVER)

265

Signed:-WM. H. ADAMS, Governor .

Attest:-Chas.M. Armstrong, by C.W.Brown, Deputy  
Secretary of State of the State of  
Colorado.

SEAL.

ARTHUR H. KING,  
Register State Board of Land Commissioners.

SEAL.

©

J-C  
✓

HIGHLINE ELECTRIC ASSOCIATION  
Holyoke, Colorado  
October 6, 1981

Sedgwick County Clerk/Recorder  
Courthouse  
Julesburg, Colorado

In compliance with Senate Bill No. 172-1981-CRS 9-1.5-103, enacted by the General Assembly of Colorado, we are providing the following information:

1. Name of operator of underground facilities:  
Highline Electric Association
2. Area served by Highline Electric Association:  
All Areas of Sedgwick County
5. Address of location center:  
407 E. Denver St.,  
Holyoke, Colorado

If you have any questions or comments regarding this information please contact Robert Oswald at 854-2236.

ROBERT E. OSWALD  
Robert E. Oswald  
System Engineer

Recorded in the County Clerk and Recorder's Office, Sedgwick Co., Colo., Oct 13, 1981, 9:00 A.M., Book 165, Page 497.

5-6-92

HIGHLINE ELECTRIC ASSOCIATION Letter to  
Sedgwick County Clerk and Recorder dated  
October 6, 1981, recorded October 13, 1981,  
Book 165, Page 497, Reception No. 169298,  
in compliance with Senate Bill No. 172-1981-  
CRS 9-1.5-103.

HIGHLINE ELECTRIC ASSOCIATION Letter to  
Sedgwick County Clerk and Recorder dated  
October 6, 1981, recorded October 13, 1981,  
Book 165, Page 497, Reception No. 169298, in  
compliance with Senate Bill No. 172-1981-CRS 9-1.5-103.

I  
R

SEDGWICK COUNTY, CO 0178215 02/03/1992 09:00  
BK 197 PG 264 MAEDINE NELSON, RECORDER

ELECTRIC LINE - RIGHT OF WAY

178215

197,264

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Walter Ahnstedt (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Highline Electric Association, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Holyoke, Colorado, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Sedgewick, state of Colorado, and more particularly described as follows:

A pole line along the north side of the NE $\frac{1}{4}$  of Section 12, Township 9, Range 47.

Section 12, Township 9, North, Range 47, West of the Sixth P. M.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of the encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3 day of Jan, 1992

Walter Ahnstedt

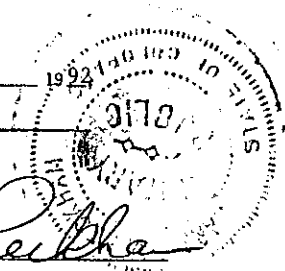
STATE OF COLORADO )  
(County of Phillips )

The foregoing instrument was acknowledged before me this 3 day of January  
by Walter Ahnstedt

My Commission expires:

My Commission Expires 6/22/95

Larry E Leikha  
Notary Public





## UNDERGROUND WATER PIPELINE EASEMENT AGREEMENT

This **UNDERGROUND WATER PIPELINE EASEMENT AGREEMENT**, MADE THIS 15th day of January, 2019, by and between **Bradley J. Michael and Debra M. Michael** with address of 36768 CR 15, Haxton, CO 80731 and their heirs, personal representatives, assigns and successors in interest ("**Grantor**") and **The Heifer Authority, LLC**, A Colorado Limited Liability Company with address of 5025 E. CR 82, PO Box 49, Carr, CO 80612 and its heirs, personal representatives, assigns and successors in interest ("**Grantee**").

### WITNESSETH:

WHEREAS, Grantor is the owner of real property described as: NE4 of Section 12, Township 9 North, Range 47 West of the 6th P.M., County of Sedgwick, State of Colorado and hereinafter referred to as "Grantor".

WHEREAS, Grantee is the owner of real property described as: SE4 of Section 12, Township 9 North, Range 47 West of the 6th P.M., County of Sedgwick, State of Colorado and hereinafter referred to as "Grantee".

WHEREAS, both parties agree to the following:

- ✓ 1) Grantor shall grant to Grantee a twenty (20') foot wide non-exclusive easement for an underground water line which parallels the west edge of the County Road 13 Right of Way along the entire east boundary line of the NE4 of Section 12, Township 9 North, Range 47 West of the 6th P.M., County of Sedgwick, State of Colorado.
- 2) Whereas, both parties further agree to the following additional conditions and rights to the described Easement area:
  - a. The underground pipeline shall be buried a minimum of three (3') foot depth from top of pipeline and shall be used to transport water.
  - b. Construction of Pipeline: Grantee shall provide Grantor with a 60-day written notice prior to initiating construction and provide Grantor with the contact of hired party or contractor before commencement of construction to go over the plan of action. During construction, Grantee shall backfill soils (top soil from sub soil) in a similar condition as excavated and shall use generally accepted compaction methods during backfill. Grantee shall be responsible for the expenses and liability related to such actions
  - c. Crop damages: Grantee shall reimburse Grantor for any actual crop damages that may occur and should make every effort to discuss and agree damages or reclamation prior to commencement of construction. Unless mutually agreed upon, crop damages shall not exceed \$200/acre. On pasture land damage, Grantee shall be responsible for re-seeding with a same or similar type pasture seed mix.

- d. Grantee shall have the right to remove any fence that now crosses or may cross the Pipeline Easement Property during Initial Construction Period of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Grantor's property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent any livestock located on the Grantor's property from straying.
  - e. The Easement area shall remain free of any obstructions or any other improvements that would prohibit the construction and placement of an underground irrigation pipeline.
- 3) **TERMINATION AND AMENDMENT.** This Easement Agreement shall not be terminated or amended except by express written agreement of the Grantor and Grantee as defined in this agreement and duly recorded in the records of Sedgwick County Clerk and Recorder.
  - 4) **NO WARRANTY OF TITLE.** The easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the party(s) property.
  - 5) Each Party, its successors and assigns, hereby agrees to indemnify and hold each other, its successors and assigns, harmless from any and all damages, injuries, expenses, claims, or other obligations, including, but not limited to, attorneys' fees, asserted by any party in connection with the use of the Easement area by each party, its successors, assigns, or invitees, pursuant to this Agreement.
  - 6) This Agreement shall be recorded in the records of the Clerk and Recorder of Sedgwick County, Colorado. This Agreement shall inure to the benefit of Grantee's successors and assigns, subject to the conditions set forth herein.
  - 7) All provisions of this Agreement, including the benefits and burdens hereof, shall be deemed to run with the Easement area, respectively, and shall be binding upon and inure to the benefit of the successors and assigns of each party.

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

"Grantor"

Bradley J. Michael  
By: Bradley J. Michael

"Grantor"

Debra M. Michael  
Debra M. Michael

"Grantee"

x Seth Sommerville  
By: Seth Sommerville, Member  
The Heifer Authority, LLC

STATE OF COLORADO )  
COUNTY of Sedgwick ) ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January 2019, by Bradley J. Michael and Debra M. Michael.

WITNESS my hand and official seal.

My commission expires: 06/28/2022

JENNIFER LANCKRIET  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184027009  
MY COMMISSION EXPIRES JUNE 28, 2022

Jennifer Lanckriet  
Notary Public

STATE OF COLORADO )  
COUNTY of Lincoln ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Jan, 2019, by Seth Sommerville, Member of The Heifer Authority, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 6/21/21

MARK D. DROUHARD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 1997400812  
MY COMMISSION EXPIRES JUNE 21, 2021

Mark D. Drouhard  
Notary Public



DEED OF ABANDONMENT

THIS DEED OF ABANDONMENT, made this 5<sup>th</sup> day of May 2020 by Sedgwick County, Colorado, a county organized and existing under the law of the State of Colorado, whose legal address is 315 Cedar Street, Town of Julesburg, County of Sedgwick, State of Colorado, ("Abandoner");

WITNESSETH, That Abandoner, for and in consideration of the sum of Less Than Five Hundred Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has abandoned the road in the County of Sedgwick and State of Colorado, described as follows:

✓ The portion of Sedgwick County Road 13 between Sedgwick County Roads 4 and 6. More particularly described as the road between the E2 of Section 12, Township 9 North, Range 47 West of the 6th P.M. and the W2 of Section 7, Township 9 North, Range 46 West of the 6th P.M.

also known by street and number as: N/A

IN WITNESS WHEREOF, Abandoner has caused this deed to be executed on the date set forth above.

SEDGWICK COUNTY

By: Donald Schneider  
Donald Schneider, Chairman of the Sedgwick County Board of County Commissioner



STATE OF COLORADO )  
 ) ss.  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May 2020, by Donald Schneider, the Chairman of the Sedgwick County Board of Commissioners.

Witness my hand and official seal.

My commission expires: 5-17-2023

CHRISTY M BECKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114029279  
MY COMMISSION EXPIRES MAY 17, 2023

Christy M Beckman  
Notary Public  
4819-4568-3131, v. 1

# CONTRACT TO BUY AND SELL REAL ESTATE

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBS4-5-19) (Mandatory 7-19)

3  
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**  
5 **OTHER COUNSEL BEFORE SIGNING.**

6  
7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(LAND)**  
9  **Property with No Residences**  
10  **Property with Residences-Residential Addendum Attached**

11  
12 Date: February 11, 2021

13 **AGREEMENT**

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

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** Successful Bidder at Haxtun North Land Auction (Buyer) will take title  
18 to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

19 **2.2. No Assignability.** ~~This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.~~

20 **2.3. Seller.** \_\_\_\_\_ (Seller) is the current  
21 owner of the Property described below. Phillips, Logan &

22 **2.4. Property.** The Property is the following legally described real estate in the County of Sedgwick, Colorado:

23 Legal Description of Parcel # \_\_\_ as described in Haxtun North Land Auction Detail Brochure Printed:  
24 January 29, 2021.

25  
26  
27  
28 known as No. n/a  
29 

Street Address	City	State	Zip
----------------	------	-------	-----

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

32 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

33 **2.5.1. Inclusions.** ~~The following items, whether fixtures or personal property, are included in the Purchase Price~~  
34 ~~unless excluded under Exclusions:~~

35 As stated in Haxtun North Land Auction Detail Brochure Printed: January 29, 2021.

36  
37  
38 ~~If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the~~  
39 ~~Purchase Price.~~

40 **2.5.2. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and  
41 clear of all taxes (except personal property taxes for the year of Closing), ~~liens and encumbrances, except~~ \_\_\_\_\_.  
42 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

43 **2.6. Exclusions.** ~~The following items are excluded (Exclusions):~~

44 As stated in Haxtun North Land Auction Detail Brochure Printed: January 29, 2021.

45  
46  
47 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

48  **2.7.1. Deeded Water Rights.** The following legally described water rights:

49 Water rights as stated in Haxtun North Land Auction Detail Brochure Printed: January 29, 2021.

50  
51  
52 ~~Any deeded water rights will be conveyed by a good and sufficient~~ \_\_\_\_\_ ~~deed at Closing.~~

53  2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4  
54 and 2.7.5, will be transferred to Buyer at Closing:

55  
56  
57  
58  2.7.3. **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
59 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
64 [As stated in Haxtun North Land Auction Detail Brochure Printed: January 29, 2021.](#)

65  2.7.4. **Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

66  
67  
68  
69 2.7.5. **Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
70 conveyed as part of the Purchase Price as follows:

71  
72  
73  
74 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
75 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

76 2.7.6. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to  
78 Buyer by executing the applicable legal instrument at Closing.

79 2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

80 [Growing crops as stated in Haxtun North Land Auction Detail Brochure Printed: January 29, 2021.](#)

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

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	February 11, 2021
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a



18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a
38	§ 11.3	Estoppel Statements Termination Deadline	n/a
		<b>Closing and Possession</b>	
39	§ 12.3	Closing Date	March 12, 2021
40	§ 17	Possession Date	See detail brochure
41	§ 17	Possession Time	5:00 PM MT
42	§ 28	Acceptance Deadline Date	See detail brochure
43	§ 28	Acceptance Deadline Time	5:00 PM MT

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline  
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline  
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains  
88 a selection of "None", such provision means that "None" applies.

89 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **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		<b>TOTAL</b>	\$ Successful Bid	\$ Successful Bid

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller



95 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
97 elsewhere in this Contract.

98 4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a pers, busn, or corp check, will be  
99 payable to and held by Reck Agri Realty & Auction (Earnest Money Holder), in its trust account, on behalf of  
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract ~~unless the parties mutually agree~~  
101 ~~to an Alternative Earnest Money Deadline for its payment.~~ The parties authorize delivery of the Earnest Money deposit to the  
102 company conducting the Closing (Closing Company), if any, at or before Closing. ~~In the event Earnest Money Holder has agreed to~~  
103 ~~have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado~~  
104 ~~residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest~~  
105 ~~Money Holder in this transaction will be transferred to such fund.~~

106 4.3.1. ~~Alternative Earnest Money Deadline.~~ The deadline for delivering the Earnest Money, if other than at the  
107 ~~time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.~~

108 4.3.2. ~~Return of Earnest Money.~~ If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the  
109 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in  
110 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller  
111 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),  
112 within three days of Seller's receipt of such form.

113 4.4. Form of Funds; Time of Payment; Available Funds.

114 4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
116 check, savings and loan teller's check and cashier's check (Good Funds).

117 4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be  
118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing  
119 OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract,  Does  
120  Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing  
121 in § 4.1.

122 4.5. New Loan. (Omitted as Inapplicable)

123 4.5.1. ~~Buyer to Pay Loan Costs.~~ Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,  
124 ~~must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

125 4.5.2. ~~Buyer May Select Financing.~~ Buyer may pay in cash or select financing appropriate and acceptable to  
126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional  
127 Provisions).

128 4.5.3. ~~Loan Limitations.~~ Buyer may purchase the Property using any of the following types of loans:  
129  Conventional  Other \_\_\_\_\_

130 4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
131 set forth in § 4.1 (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
132 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  Real Estate Taxes   
133 Property Insurance Premium and  \_\_\_\_\_

134 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
135 not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
136 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
137 causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or  
138 provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before Closing Date.

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

143 4.7. Seller or Private Financing. (Omitted as Inapplicable)

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

148 4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer  
149  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before Seller or  
150 Private Financing Deadline.

151 4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon  
152 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and



153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such  
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**  
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

## TRANSACTION PROVISIONS

### 160 5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as Inapplicable)

161 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right  
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's  
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised  
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**  
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**  
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
173 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
174 discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's **Credit Information Deadline**, at Buyer's expense, information  
175 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
176 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
177 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  
178 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If  
179 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
180 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

181 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
182 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
183 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
184 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
185 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
186 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
187 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
188 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
189 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

### 190 6. APPRAISAL PROVISIONS. (Omitted as Inapplicable)

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.



208 6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's  
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is  
213 waived in writing by Buyer.

214 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
215  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
216 agent or all three.

217 7. **OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and  
218 subject to the declaration (Association).

219 7.1. **Common Interest Community Disclosure.** ~~THE PROPERTY IS LOCATED WITHIN A COMMON  
220 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
221 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
222 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
223 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
224 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
225 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
226 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
227 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
228 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
229 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
230 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
231 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
232 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
233 ASSOCIATION.~~

234 7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
235 at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association  
236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
237 of the Association Documents, regardless of who provides such documents.

238 7.3. **Association Documents.** Association documents (Association Documents) consist of the following:

239 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
241 C.R.S.;

242 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
249 (Association Insurance Documents);

250 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as  
251 disclosed in the Association's last Annual Disclosure;

252 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget  
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the  
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
259 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  
260 7.3.5, collectively, Financial Documents);

261 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2



264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
267 Terminate under § 25.1, on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in any  
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
269 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

275 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

276 **8.1. Evidence of Record Title. See Detail Brochure**

277  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company  
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,  
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this  
280 box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and  
281 delivered to Buyer as soon as practicable at or after Closing.

282  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company  
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a  
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  Will  Will Not contain Owner's  
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,  
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid  
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
291 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.  
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
312 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  
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence  
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents  
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without



322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
324 excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's  
328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,  
332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified  
333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which  
334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION  
336 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE  
337 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK  
338 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE  
339 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
340 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
341 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
342 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING  
343 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
344 RECORDER, OR THE COUNTY ASSESSOR.

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer  
353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title**  
359 **Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4  
360 (Special Taxing Districts), the **Title Resolution Deadline** also will be automatically extended to the earlier of Closing or fifteen days  
361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before  
363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve  
365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right  
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If  
367 the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.  
368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**



380 ~~RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,~~  
381 ~~GAS OR WATER.~~

382 ~~8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO~~  
383 ~~ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A~~  
384 ~~MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND~~  
385 ~~RECORDER.~~

386 ~~8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT~~  
387 ~~TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION~~  
388 ~~OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING~~  
389 ~~OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

390 ~~8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL~~  
391 ~~INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING~~  
392 ~~DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL~~  
393 ~~AND GAS CONSERVATION COMMISSION.~~

394 ~~8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or~~  
395 ~~not covered by the owner's title insurance policy.~~

396 ~~8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are~~  
397 ~~strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).~~

398 9. NEW ILC, NEW SURVEY.

399 9.1. ~~New ILC or New Survey. If the box is checked, a: 1)  New Improvement Location Certificate (New ILC); or,~~  
400 ~~2)  New Survey in the form of \_\_\_\_\_; is required and the following will apply:~~

401 ~~9.1.1. Ordering of New ILC or New Survey.  Seller  Buyer will order the New ILC or New Survey. The~~  
402 ~~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~~  
403 ~~after the date of this Contract.~~

404 ~~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~~  
405 ~~Closing, by:  Seller  Buyer or:~~

406  
407  
408 ~~9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of~~  
409 ~~the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before New~~  
410 ~~ILC or New Survey Deadline.~~

411 ~~9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor~~  
412 ~~to all those who are to receive the New ILC or New Survey.~~

413 ~~9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New~~  
414 ~~Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New~~  
415 ~~Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to~~  
416 ~~Seller incurring any cost for the same.~~

417 ~~9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the~~  
418 ~~New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer~~  
419 ~~may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:~~

420 ~~9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or~~

421 ~~9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be~~  
422 ~~shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

423 ~~9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or~~  
424 ~~before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on~~  
425 ~~or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New~~  
426 ~~Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before~~  
427 ~~such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.~~

428 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

429 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF  
430 WATER.

431 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer  
432 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
433 to Seller's actual knowledge and current as of the date of this Contract.



434 10.2. ~~Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.~~ Seller must disclose to Buyer  
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 10.3. ~~Inspection.~~ Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical  
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,  
447 Buyer may:

448 10.3.1. ~~Inspection Objection.~~ On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written  
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 10.3.2. ~~Terminate.~~ On or before the ~~Inspection Termination Deadline~~, notify Seller in writing, pursuant to § 25.1,  
451 that this Contract is terminated due to any unsatisfactory condition. ~~Inspection Termination Deadline will be on the earlier of~~  
452 ~~Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.~~

453 10.3.3. ~~Inspection Resolution.~~ If an ~~Inspection Objection~~ is received by Seller, on or before ~~Inspection Objection~~  
454 ~~Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~,  
455 this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the ~~Inspection~~  
456 ~~Objection~~ before such termination, i.e., on or before expiration of ~~Inspection Resolution Deadline~~.

457 10.4. ~~Damage, Liens and Indemnity.~~ Buyer, except as otherwise provided in this Contract or other written agreement  
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed  
465 pursuant to an ~~Inspection Resolution~~.

466 10.5. ~~Insurability.~~ Buyer has the right to review and object to the availability, terms and conditions of and premium for  
467 property insurance (~~Property Insurance~~). Buyer has the Right to Terminate under § 25.1, on or before ~~Property Insurance~~  
468 ~~Termination Deadline~~, based on any unsatisfactory provision of the ~~Property Insurance~~, in Buyer's sole subjective discretion.

469 10.6. ~~Due Diligence.~~

470 10.6.1. ~~Due Diligence Documents.~~ If the respective box is checked, Seller agrees to deliver copies of the following  
471 documents and information pertaining to the Property (~~Due Diligence Documents~~) to Buyer on or before ~~Due Diligence Documents~~  
472 ~~Delivery Deadline~~:

473  10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;  
474  10.6.1.2. Property tax bills for the last \_\_\_\_\_ years;  
475  10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural,  
476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now  
477 available;

478  10.6.1.4. A list of all Inclusions to be conveyed to Buyer;  
479  10.6.1.5. Operating statements for the past \_\_\_\_\_ years;  
480  10.6.1.6. A rent roll accurate and correct to the date of this Contract;  
481  10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the  
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (~~Leases~~):

483  
484  
485  10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
486 completed and capital improvement work either scheduled or in process on the date of this Contract;

487  10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made  
488 for the past \_\_\_\_\_ years;

489  10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered  
490 earlier under § 8.3);

491  10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,  
492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or



493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

495  10.6.1.12. ~~Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the~~  
496 ~~Property with said Act;~~

497  10.6.1.13. ~~All permits, licenses and other building or use authorizations issued by any governmental authority~~  
498 ~~with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and~~

499  10.6.1.14. ~~Other documents and information;~~

500

501

502 10.6.2. ~~Due Diligence Documents Review and Objection.~~ Buyer has the right to review and object to Due Diligence  
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,  
504 Buyer may, on or before ~~Due Diligence Documents Objection Deadline:~~

505 10.6.2.1. ~~Notice to Terminate.~~ Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
506 or

507 10.6.2.2. ~~Due Diligence Documents Objection.~~ Deliver to Seller a written description of any  
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 10.6.2.3. ~~Due Diligence Documents Resolution.~~ If a Due Diligence Documents Objection is received by  
510 Seller, on or before ~~Due Diligence Documents Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement  
511 thereof on or before ~~Due Diligence Documents Resolution Deadline~~, this Contract will terminate on ~~Due Diligence Documents~~  
512 ~~Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
513 termination, i.e., on or before expiration of ~~Due Diligence Documents Resolution Deadline.~~

514 10.6.3. ~~Zoning.~~ Buyer has the Right to Terminate under § 25.1, on or before ~~Due Diligence Documents Objection~~  
515 ~~Deadline~~, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
516 the Property, in Buyer's sole subjective discretion.

517 10.6.4. ~~Due Diligence – Environmental, ADA.~~ Buyer has the right to obtain environmental inspections of the  
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
519  Phase I Environmental Site Assessment,  Phase II Environmental Site Assessment (compliant with most current version  
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or  \_\_\_\_\_,  
521 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the ~~Environmental~~  
526 ~~Inspection Termination Deadline~~ will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the ~~Closing Date~~, the  
528 ~~Closing Date~~ will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the  
531 Right to Terminate under § 25.1, on or before ~~Environmental Inspection Termination Deadline~~, or if applicable, the Extended  
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before ~~ADA Evaluation Termination Deadline~~, based on any  
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 10.7. ~~Conditional Upon Sale of Property.~~ This Contract is conditional upon the sale and closing of that certain property  
537 owned by Buyer and commonly known as \_\_\_\_\_ Buyer has the Right  
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before ~~Conditional Sale Deadline~~ if  
539 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  
540 Notice to Terminate on or before ~~Conditional Sale Deadline~~, Buyer waives any Right to Terminate under this provision.

541 10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer  Does  Does Not  
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
543 the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.  
544 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND  
545 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO  
546 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

547 10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned  
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 ~~11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must~~  
554 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,~~  
555 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~  
556 ~~attached to a copy of the Lease stating:~~

- 557 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~
- 558 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~  
559 ~~amendments;~~
- 560 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~
- 561 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~
- 562 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~
- 563 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~  
564 ~~demising the premises it describes.~~

565 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~  
566 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~  
567 ~~required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

568 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel~~  
569 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~  
570 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~  
571 ~~wave any unsatisfactory Estoppel Statement.~~

572 **CLOSING PROVISIONS**

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

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
584 mutual agreement of parties.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

- 589  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's
- 590 deed  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good
- 591 and sufficient special warranty deed to Buyer, at Closing.

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

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

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
602  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_



603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to Closing Date, Seller agrees to promptly  
604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter  
605 must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. Any Record Change Fee must  
606 be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

607 **15.4. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
608  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
610 as community association fees, developer fees and foundation fees, must be paid at Closing by  None  Buyer  Seller  
611  One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):  
612 \_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$\_\_\_\_\_.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
614 \$\_\_\_\_\_ for:

615  Water Stock/Certificates  Water District  
616  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
617 and must be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by   
619 None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
624 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  
625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the Closing Date, except as  
635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the  
637 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and Most  
638 Recent Assessed Valuation,  Other \_\_\_\_\_.

639 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to Buyer  
640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer  
641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's  
642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
647 assessment assessed prior to Closing Date by the Association will be the obligation of  Buyer  Seller. Except however, any  
648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments  
650 against the Property except the current regular assessments and \_\_\_\_\_ Association Assessments  
651 are subject to change as provided in the Governing Documents.

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the  
655 Leases as set forth in § 10.6.1.7. As stated in Haxtun North Land Auction Detail Brochure Printed: \_\_\_\_\_

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
657 to Buyer for payment of \$\_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from Possession Date and  
658 Possession Time until possession is delivered.

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time  
662 (Standard or Daylight Savings, as applicable).663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the  
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or  
665 federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a Saturday,  
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
669 condition existing as of the date of this Contract, ordinary wear and tear excepted.670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
671 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  
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
673 will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or  
674 before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to  
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
678 the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to  
679 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  
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the  
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
692 Closing.693 **19.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
694 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
695 ~~action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's~~  
696 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
697 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
698 ~~of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.~~699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.701 **19.5. Home Warranty.** [Intentionally Deleted]702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
703 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  
704 the growing crops.705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title  
707 and consultation with legal and tax or other counsel before signing this Contract.708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this  
709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,  
710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting  
711 party has the following remedies:712 **21.1. If Buyer is in Default:**



713  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
714 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  
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** ~~This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller may~~  
718 ~~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~~  
719 ~~the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and~~  
720 ~~reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for~~  
721 ~~Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and~~  
722 ~~additional damages.~~

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

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

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a  
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
746 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  
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned  
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices



766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or  
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
771 at the electronic address of the recipient by facsimile, email or n/a.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
777 located in Colorado.

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

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

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

790 See Exhibit "A" Attached.

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents are a part of this Contract:

- 797 1.) Haxtun North Land Auction Detail Brochure Printed:
- 798 2.) Phillips County Abstract Title Commitment # 805858 & 805859; Stewart Title of Sterling Title Commitment #1071188;  
799 Sedgwick County Title Commitment #201690.

800 **31.2.** The following documents have been provided but are not a part of this Contract:

801 n/a

804 **SIGNATURES**

805 Successful Bidder at Haxtun North Land  
Buyer's Name: 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: _____	

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

Seller's Name: Seller of Haxtun North Land Auction 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: \_\_\_\_\_

807

808

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by 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 § 24, 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

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

**Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

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, PO Box 407

Sterling, CO 80751

Phone No.: 970-522-7770

Fax No.: 970-522-7365

Email Address: marcreck@reckagri.com

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by 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 § 24, 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  Seller's Agent  Transaction-Broker in this transaction.  This is a Change of Status.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

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, PO Box 407

Sterling, CO 80751

Phone No.: 970-522-7770

Fax No.: 970-522-7365

Email Address: marcreck@reckagri.com

809

## EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended February 11, 2021, and in accordance with the terms and conditions of this Specific Performance Contract, the Haxtun North Land Auction Detail Brochure Printed January 29, 2021, the Title Commitment and all supplements and additions thereto. Upon the online auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Haxtun North Land Auction Detail Brochure Printed January 29, 2021, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Haxtun North Land Auction Detail Brochure Printed January 29, 2021 the Haxtun North Land Auction Detail Brochure Printed January 29, 2021, shall control.

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

30-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Haxtun North Land Auction Detail Brochure Printed January 29, 2021, and heard, 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 Haxtun North Land Auction Detail Brochure Printed January 29, 2021. Buyer(s) has, 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, accepted 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.



# BROKER DISCLOSURE

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDB24-10-19) (Mandatory 1-20)

**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:

[Haxtun North 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 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 February 11, 2021.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

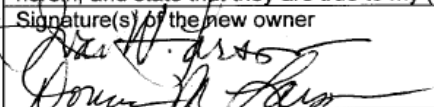
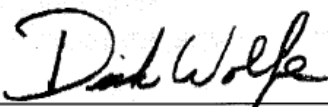
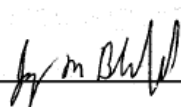
On February 11, 2021, Broker provided \_\_\_\_\_ (Buyer) with this document via in person and retained a copy for Broker's records.

Brokerage Firm's Name: Reck Agri Realty & Auction

\_\_\_\_\_  
Broker



# PARCEL #2 - WELL PERMIT #102724 (EAST)

Form No. GWS-11 6/2006	<b>STATE OF COLORADO OFFICE OF THE STATE ENGINEER</b> 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80203 Phone - Info: (303) 866-3587 Main: (303) 866-3581 Fax: (303) 866-3589 http://www.water.state.co.us	<b>RECEIVED</b> For Office Use Only  <b>JUL 07 2008</b>  WATER RESOURCES STATE ENGINEER C.S.C.O.
<b>CHANGE IN OWNERSHIP/ADDRESS CORRECTION OF THE WELL LOCATION</b>		
Review instructions on the reverse side prior to completing the form.		
Name, address and phone of the person claiming ownership of the well:		
NAME(S): Ivar W. Larson & Donna M. Larson _____		
Mailing Address: 925 N CR 13 _____		
City, St. Zip: Berthoud, CO 80513 _____		
Phone (970) 532-3361		
This form is filed by the named individual/entity claiming that they are the owner of the well permitted as referenced above. This filing is made pursuant to C.R.S. 37-90-143.		
<b>WELL LOCATION:</b> Well Permit Number: 102724 _____ Receipt Number: _____		
County Logan _____ Owner's Well Designation (optional) _____		
(Address) _____ (City) _____ (State) _____ (Zip) _____		
SE1/4 of the SE 1/4, Sec. 25, Twp. 9 <input checked="" type="checkbox"/> N. or <input type="checkbox"/> S., Range 48 <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W., 6th _____ P.M.		
Distance from Section Lines: _____ Ft. From <input type="checkbox"/> N. or <input type="checkbox"/> S., _____ Ft. From <input type="checkbox"/> E. or <input type="checkbox"/> W. Line.		
Subdivision Name _____ Lot _____, Block _____, Filing/Unit _____		
The above listed owner(s) say(s) that he, she (they) own the well described herein. The existing record is being amended for the following reasons:		
<input checked="" type="checkbox"/> Change in name of owner <input checked="" type="checkbox"/> Change in mailing address <input type="checkbox"/> Correction of location for exempt wells permitted prior to May 8, 1972 and non-exempt wells permitted before May 17, 1965.		
Please see the reverse side for further information regarding correction of the well location.		
I (we) claim and say that I (we) (are) the owner(s) of the well described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge.		
Signature(s) of the new owner 	Please print the Signer's Name & Title IVAR W. LARSON DONNA M. LARSON	Date 7/3/08 7/3/08
It is the responsibility of the new owner of this well to complete and sign the form. Signatures of agents are acceptable if an original letter of agency signed by the owner is attached to the form upon its receipt.		
For Office Use Only		
<b>ACCEPTED AS A CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS</b>		
 State Engineer	By 	Date 09/25/2008

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.
Denver, Colorado 80203

TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

RECEIVED

NOV 21 1978

STATE OF COLORADO

COUNTY OF Phillips

SS.

WATER RESOURCES STATE ENGINEER

Handwritten initials/signature

STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
LATE REGISTRATION

PERMIT NUMBER 102724

LOCATION OF WELL

THE AFFIANT(S) Ernie Stryker

County Logan

whose mailing address is Rt. 2, Box 70

SE 1/4 of the SE 1/4 Section 25

City Haxtun, CO 80731

Twp. 9 N Rng. 48 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 123 feet from the South section line and 93 feet from the East section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 28th day of October, 1978; the maximum sustained pumping rate of the well is 15 gallons per minute, the pumping rate claimed hereby is 50 gallons per minute; the total depth of the well is 245 feet; the average annual amount of water to be diverted is n.a. acre-feet; for which claim is hereby made for Domestic and Livestock purpose(s); the legal description of the land on which the water from this well is used is n.a. of which n.a. acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) Ernie Stryker

Subscribed and sworn to before me on this 20th day of November, 1978

My Commission expires: May 21, 1980

Notary Public signature: Bryan S. Saunders

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY
Court Case No.
Prior. Mo. Day Yr.
Div. 1 City 38
Sec.
Well Use 3
Dist. 65 Basin 1 Man. Dis. 4

DATE

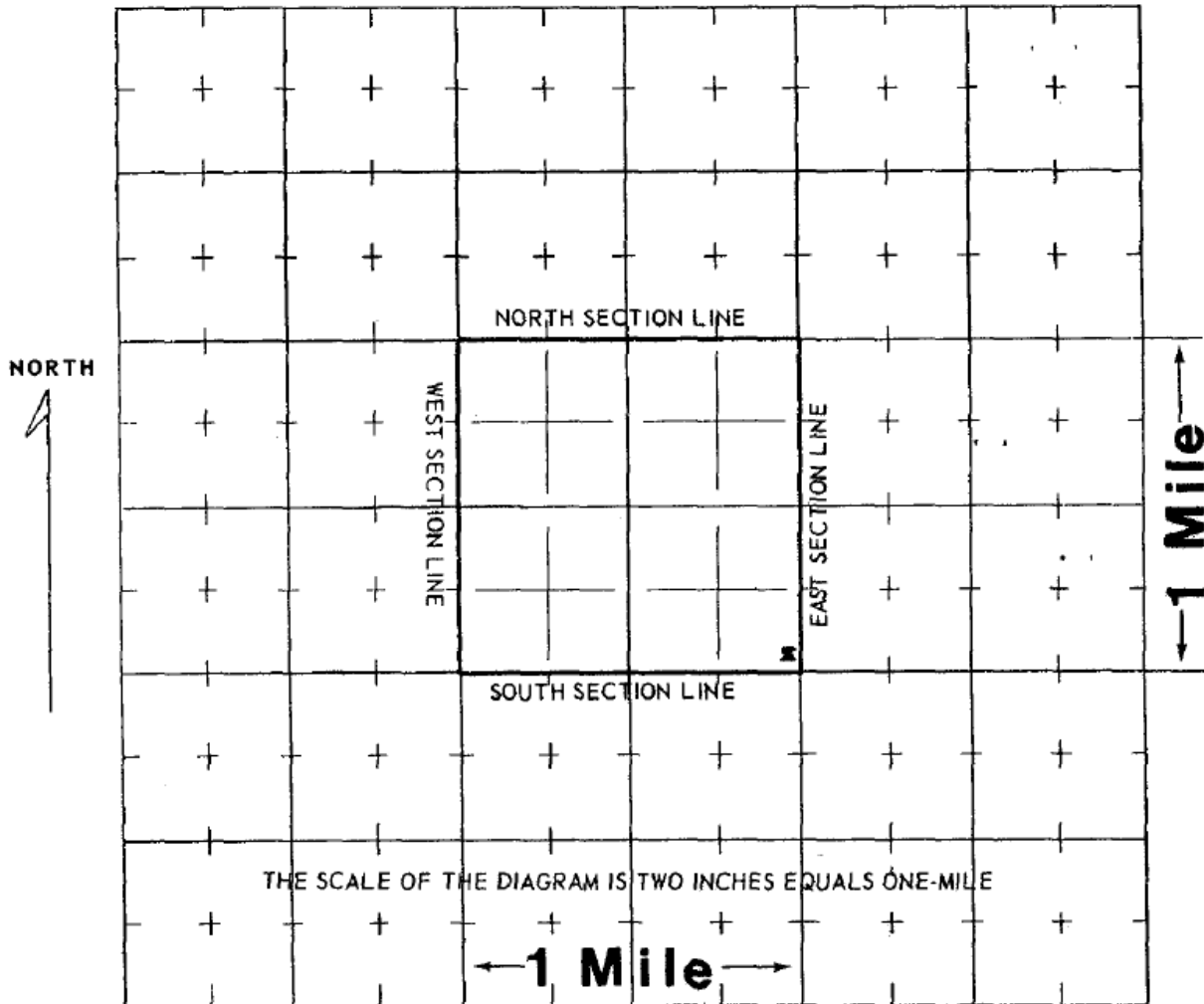
STATE ENGINEER

BY

Well drilled by Stewart Drilling Lic. No. 66  
 Permanent Pump installed by Legg Well Service Lic. No. 991  
 Meter Serial No. \_\_\_\_\_  Flow Meter Date Installed \_\_\_\_\_  
 Owner of land on which water is being used \_\_\_\_\_

**THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.**

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



**WATER EQUIVALENTS TABLE (Rounded Figures)**

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER  
 PINK COPY WILL BE RETURNED TO OWNER)**

**COLORADO DIVISION OF WATER RESOURCES**

1313 Sherman Street - Room 818  
Denver, Colorado 80203

**RECEIVED**  
NOV 2 0 1978  
WATER RESOURCES  
STATE ENGINEER  
COURT

THIS FORM MUST BE SUBMITTED  
WITHIN 60 DAYS OF COMPLETION  
OF THE WORK DESCRIBED HERE-  
ON. TYPE OR PRINT IN BLACK  
INK.

**WELL COMPLETION AND PUMP INSTALLATION REPORT**

PERMIT NUMBER 102724

WELL OWNER Ernie Stryker SE        ¼ of the SE        ¼ of Sec. 25  
R @ 2 Box 70  
ADDRESS Haxtun, Colorado 80731 T. 9 N., R. 48 W., 6 P.M.  
DATE COMPLETED October 24, 19 78

**HOLE DIAMETER**

7 7/8 in. from 0 to 245 ft.

       in. from        to        ft.

       in. from        to        ft.

DRILLING METHOD Rotary

CASING RECORD: Plain Casing

Size 5 & kind PVC from 0 to 210 ft.

Size        & kind        from        to        ft.

Size        & kind        from        to        ft.

**Perforated Casing**

Size 5 & kind PVC from 210 to 235 ft.

Size        & kind        from        to        ft.

Size        & kind        from        to        ft.

**GROUTING RECORD**

Material Cement

Intervals From 0 to 10 ft

Placement Method Mixed & poured

GRAVEL PACK: Size       

Interval       

**TEST DATA**

Date Tested October 24, 19 78

Static Water Level Prior to Test 152 ft ft.

Type of Test Pump Bailer

Length of Test 4 hours

Sustained Yield (Metered) 15 GPM

Final Pumping Water Level 157 ft

**WELL LOG**

From	To	Type and Color of Material	Water Loc.
0	4	Top soil	
4	15	Sand	
15	35	Sandstone & limestone	
35	145	Sand, gravel, light clay streaks	
145	160	Sand & gravel	
160	181	Clay	
181	187	Sand & gravel	XX
187	226	Clay	
226	230	Sand	X
230	245	Clay	
		TOTAL DEPTH <u>245 ft</u>	

Use additional pages necessary to complete log.



**PUMP INSTALLATION REPORT**

He installed his own pump.

Pump Make \_\_\_\_\_

Type \_\_\_\_\_

Powered by \_\_\_\_\_ HP \_\_\_\_\_

Pump Serial No. \_\_\_\_\_

Motor Serial No. \_\_\_\_\_

Date Installed \_\_\_\_\_

Pump Intake Depth \_\_\_\_\_

Remarks \_\_\_\_\_

**WELL TEST DATA WITH PERMANENT PUMP**

Date Tested \_\_\_\_\_

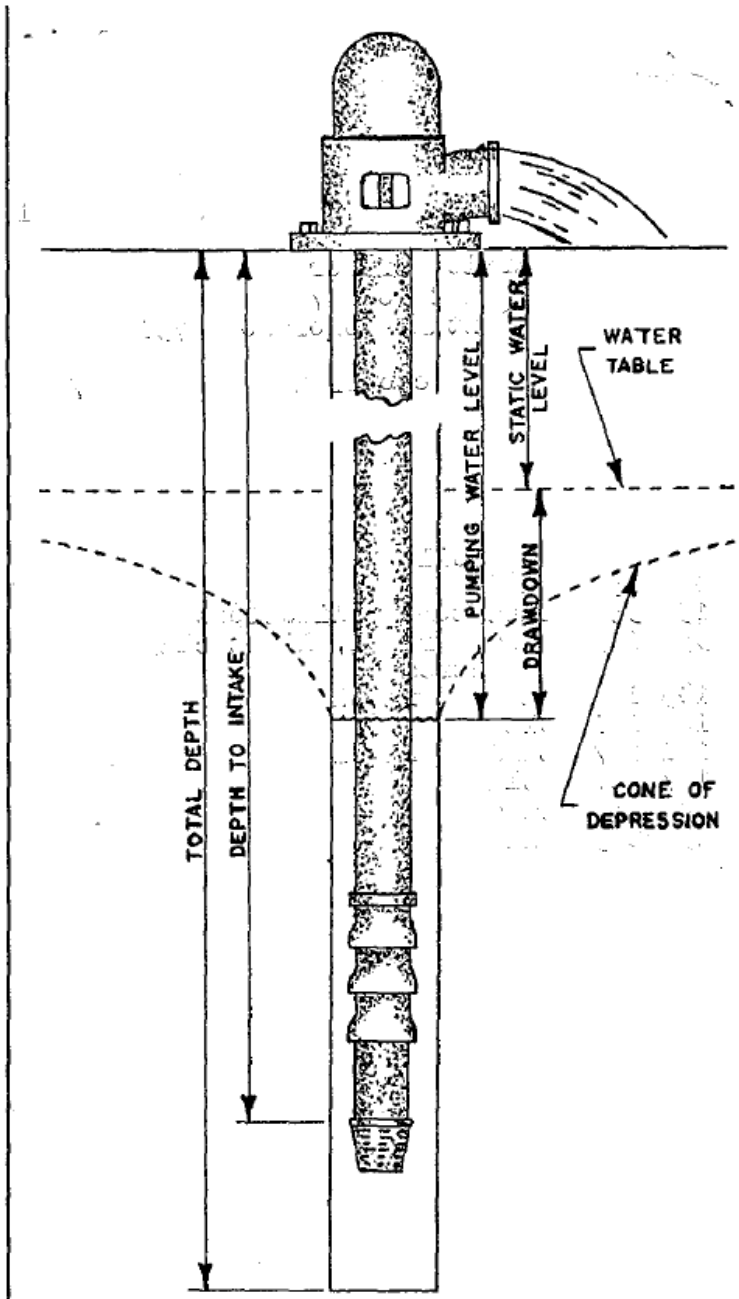
Static Water Level Prior to Test \_\_\_\_\_

Length of Test \_\_\_\_\_ Hours

Sustained yield (Metered) \_\_\_\_\_ GPM

Pumping Water Level \_\_\_\_\_

Remarks \_\_\_\_\_



**CONTRACTORS STATEMENT**

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

Signature Gennis Stewart License No. 66

State of Colorado, County of Logan SS

Subscribed and sworn to before me this 16 day of November, 19 78.

My Commission expires: May 27, 19 82

Notary Public Elsie E Stewart

FORM TO BE MADE OUT IN QUADRUPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. PINK COPY is for the Owner and YELLOW COPY is for the Driller.

COLORADO DIVISION OF WATER RESOURCES  
101 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80203

RECEIVED  
OCT 2 '78

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

A PERMIT TO USE GROUND WATER  
 A PERMIT TO CONSTRUCT A WELL  
FOR:  A PERMIT TO INSTALL A PUMP

WATER RESOURCES  
STATE ENGINEER  
COLO.

( ) REPLACEMENT FOR NO. \_\_\_\_\_  
( ) OTHER \_\_\_\_\_

RECEIVED  
OCT 16 1978

WATER RESOURCES  
STATE ENGINEER

(1) APPLICANT - mailing address

NAME Ernie Stryker  
~~STREET~~ Rt. 2 Box 70  
CITY Hartman Colo 80731  
(State) (Zip)  
TELEPHONE NO. 774-6490

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 99239<sup>500</sup>  
Basin 1 Dist. 4

(2) LOCATION OF PROPOSED WELL

County Logan  
SE 1/4 of the SE 1/4, Section 25  
Twp. 9 N. Rng. 48 W. 6 P.M.

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

NOTICE

CASING INSTALLED IN THIS WELL SHALL NOT EXCEED SIX (6) INCHES IN DIAMETER.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15  
Average annual amount of ground water to be appropriated (acre-feet): 1  
Number of acres to be irrigated: 1  
Proposed total depth (feet): 300  
Aquifer ground water is to be obtained from: Ogallala  
Owner's well designation \_\_\_\_\_

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)  
 DOMESTIC (1) ( ) INDUSTRIAL (5)  
 LIVESTOCK (2)  IRRIGATION (6)  
( ) COMMERCIAL (4) ( ) MUNICIPAL (8)  
( ) OTHER (9) \_\_\_\_\_

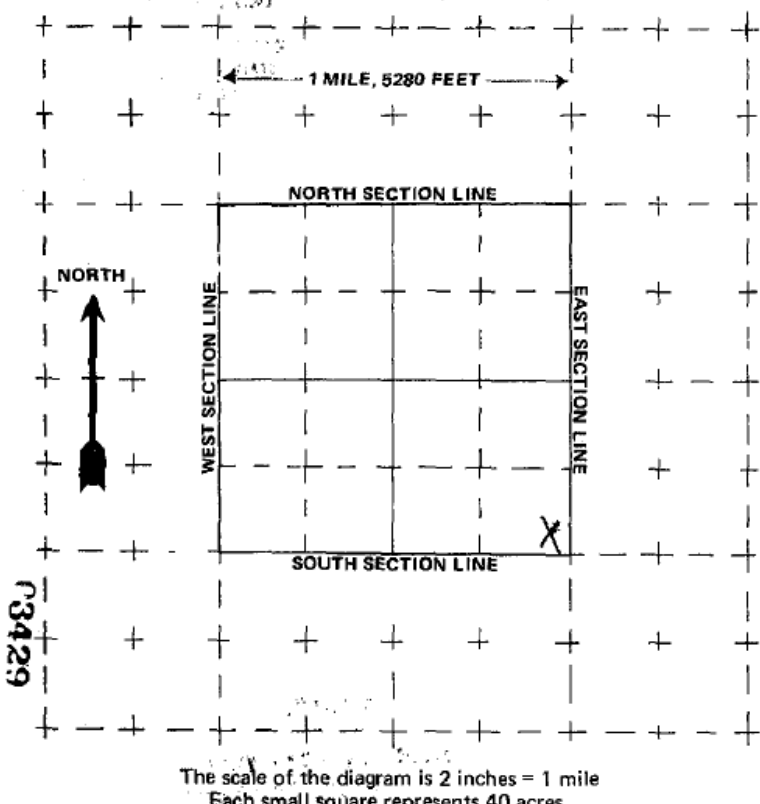
APPLICATION APPROVED

PERMIT NUMBER 102724  
DATE ISSUED OCT 19 1978  
EXPIRATION DATE OCT 19 1980  
Bruce E. DeBine  
DEPUTY (STATE ENGINEER)  
BY Leonard A. Mercer  
I.D. 8-1-65 COUNTY 38

(4) DRILLER

Name Stewart Drilling Co.  
Street 18921 Hwy. 06  
City Sterling Colo. 80751  
(State) (Zip)  
Telephone No. 522-1454 Lic. No. 66

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



**WATER EQUIVALENTS TABLE (Rounded Figures)**

An acre-foot covers 1 acre of land 1 foot deep

1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)

A family of 5 will require approximately 1 acre-foot of water per year.

1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.

1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

E.S. 123 ft. from South sec. line  
(north or south)

E.S. 98 ft. from east sec. line  
(east or west)

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ FILING # \_\_\_\_\_

SUBDIVISION \_\_\_\_\_

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: Ernie Stryker

No. of acres 40 . Will this be the only well on this tract? yes

(8) PROPOSED CASING PROGRAM

Plain Casing  
5 in. from +1 ft. to 240 ft.

Perforated casing  
5 in. from 240 ft. to 300 ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

N/A = new well

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): Ernie Stryker No. of acres: 160

Legal description: Logan Co. S E 1/4 of S E 1/4 - Sec. 25 - Twp 9N - Rng 48W - 16 PM

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used.

household - livestock - lawn - yard & garden  
1000 gal Septic tank & 4" leach field

(12) OTHER WATER RIGHTS used on this land, including wells.

Type or right	Used for (purpose)	Description of land on which used
<u>none</u>		

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

X Ernie Stryker  
SIGNATURE OF APPLICANT(S)

# PARCEL #2 - WELL PERMIT #282689 (WEST)

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

985

<b>WELL PERMIT NUMBER</b> <u>282689</u> - - -
DIV. 8    WD65    DES. BASIN 1    MD 4

APPLICANT

IVAR W & DONNA M LARSON  
925 N CR 13  
BERTHOUD, CO 80513-

(970) 532-3361

APPROVED WELL LOCATION

LOGAN COUNTY  
NW 1/4 SW 1/4 Section 25  
Township 9 N Range 48 W Sixth P.M.

DISTANCES FROM SECTION LINES

Ft. from	Section Line
Ft. from	Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

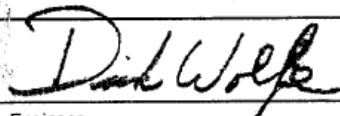
Easting:                      Northing:

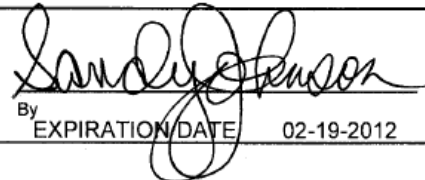
**PERMIT TO CONSTRUCT A WELL**

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-105.
- 4) Water from this well may be used for domestic purposes inside 3 single family dwelling(s), and the watering of the owner's own large non-commercial domestic animals.
- 5) The pumping rate of this well shall not exceed 25 GPM.
- 6) The annual withdrawal of ground water from this well shall not exceed 3 acre-feet.
- 7) The irrigated area shall not exceed 1 acre of lawn and garden.
- 8) Water from this well may be used for the watering of livestock on range and pasture.
- 9) Production is limited to the Ogallala aquifer. Plain casing must be installed and grouted to prevent diversion of water from other zones.
- 10) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.3 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines.

APPROVED  
SMJ

  
State Engineer

  
By

Receipt No. 3644553

DATE ISSUED 02-19-2010

EXPIRATION DATE 02-19-2012

<b>COLORADO DIVISION OF WATER RESOURCES</b> <b>DEPARTMENT OF NATURAL RESOURCES</b> 1313 SHERMAN ST., RM 818, DENVER, CO 80203 phone - info: (303) 866-3587 main: (303) 866-3581 fax: (303) 866-3589 http://www.water.state.co.us		Office Use Only <b>RECEIVED</b>  <b>FEB 18 2010</b>  WATER RESOURCES STATE ENGINEER COLO		Form GWS-44 (06/2006)	
<b>RESIDENTIAL</b> Note: Also use this form to apply for livestock watering <b>Water Well Permit Application</b> Review instructions on reverse side prior to completing form. The form must be completed in black or blue ink or typed.					
<b>1. Applicant Information</b> Name of applicant: <u>Ivar W. and Donna M. Larson</u> Mailing address: <u>925 N County Rd 13</u> <u>Berthoud</u> State <u>CO</u> Zip code <u>80513</u> Telephone # <u>979 532-3361</u> E-mail (optional) <u>di1925@yahoo.com</u>					
<b>2. Type Of Application (check applicable boxes)</b> <input checked="" type="checkbox"/> Construct new well <input type="checkbox"/> Use existing well <input type="checkbox"/> Replace existing well <input type="checkbox"/> Change or increase use <input type="checkbox"/> Change source (aquifer) <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Other: _____					
<b>3. Refer To (if applicable)</b> Well permit # _____ Water Court case # _____ Designated Basin Determination # _____ Well name or # _____					
<b>4. Location Of Proposed Well</b> County <u>Logan</u> <u>NW</u> 1/4 of the <u>SW</u> 1/4 Section <u>25</u> Township <u>9</u> N or S <input checked="" type="checkbox"/> Range <u>48</u> E or W <input checked="" type="checkbox"/> Principal Meridian <u>6</u> Distance of well from section lines (section lines are typically not property lines) Ft. from <input type="checkbox"/> N <input type="checkbox"/> S      Ft. from <input type="checkbox"/> E <input type="checkbox"/> W For replacement wells only - distance and direction from old well to new well feet _____ direction _____ Well location address (include City, State, Zip) <input type="checkbox"/> Check if well address is same as in item 1.					
Optional: GPS well location information in UTM format. GPS unit settings are as follows: Format must be UTM <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Units must be Meters Datum must be NAD83 Unit must be set to true north Was GPS unit checked for above? <input type="checkbox"/> YES      Remember to set Datum to NAD83					
<b>5. Parcel On Which Well Will Be Located</b> (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL) A. You must check and complete one of the following: <input type="checkbox"/> Subdivision: Name _____ Lot _____ Block _____ Filing/Unit _____ <input type="checkbox"/> County exemption (attach copy of county approval & survey): Name/# _____ Lot # _____ <input type="checkbox"/> Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972, and a current deed <input type="checkbox"/> Mining claim (attach a copy of the deed or survey): Name/# _____ <input checked="" type="checkbox"/> Square 40 acre parcel as described in item 4 <input type="checkbox"/> Parcel of 35 or more acres (attach a metes and bounds description or survey) <input type="checkbox"/> Other (attach metes & bounds description or survey and supporting documents) B. # of acres in parcel <u>40</u> C. Are you the owner of this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no - see instructions) D. Will this be the only well on this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no - list other wells) E. State Parcel ID# (optional): _____					
<b>6. Use Of Well (check applicable boxes)</b> See instructions to determine use(s) for which you may qualify <input type="checkbox"/> A. Ordinary household use in one single-family dwelling (no outside use) <input checked="" type="checkbox"/> B. Ordinary household use in 1 to 3 single-family dwellings: Number of dwellings: <u>3</u> <input checked="" type="checkbox"/> Home garden/lawn irrigation, not to exceed one acre: area irrigated <u>one</u> <input type="checkbox"/> sq. ft. <input checked="" type="checkbox"/> acre <input checked="" type="checkbox"/> Domestic animal watering - (non-commercial) <input type="checkbox"/> C. Livestock watering (on farm/ranch/range/pasture)					
<b>7. Well Data (proposed)</b> Maximum pumping rate <u>25</u> gpm      Annual amount to be withdrawn <u>3</u> acre-feet Total depth <u>300</u> feet      Aquifer <u>Ogallala</u>					
<b>8. Water Supplier</b> Is this parcel within boundaries of a water service area? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, provide name of supplier: _____					
<b>9. Type Of Sewage System</b> <input checked="" type="checkbox"/> Septic tank / absorption leach field <input type="checkbox"/> Central system: District name: _____ <input type="checkbox"/> Vault: Location sewage to be hauled to: _____ <input type="checkbox"/> Other (attach copy of engineering design and report)					
<b>10. Proposed Well Driller License # (optional):</b> <u>985</u>					
<b>11. Signature Of Applicant(s) Or Authorized Agent</b> The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge. Sign here (Must be original signatures) _____ Date _____ Print name & title <u>Ivar W. Larson</u> <u>Donna M. Larson</u> <b>Office Use Only</b> USGS map name _____ DWR map no. _____ Surface elev. _____ Receipt area only <u>Rule 623</u> Trans Number: 3644553 2/18/2010 2:56:22 PM Pat Morrison (12) Total Trans Amt: \$100.00 CHECK Check Number: 4098 Check Amount: \$100.00 WE ✓ WR ✓ CWCB ✓ TOPO ✓ MYLAR S85      DIV <u>8</u> WD <u>65</u> BA <u>1</u> MD <u>4</u>					



FORM NO.  
GWS-31  
11/90

**WELL CONSTRUCTION AND TEST REPORT**  
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use only

RECEIVED

JUN 08 2010

WATER RESOURCES  
STATE ENGINEER  
COLO.

GWS31-92-02

WELL PERMIT NUMBER: 282689

OWNER NAME(S) IVAR W & DONNA M LARSON  
Mailing Address 925 N CR 13  
City, St. Zip BERTHOUD, CO 80513  
Phone: 970 532-3361

WELL LOCATION AS DRILLED: NW 1/4 SW 1/4, Sec. 25 Twp. 9 N, Range 48 W

DISTANCES FROM SECTION LINES:  
1553 ft. from SOUTH Sec. line 64 ft. from WEST Sec. line.

GROUND SURFACE ELEVATION: 0 FT. DRILLING METHOD: ROTARY

DATE COMPLETED: 05/03/10 TOTAL DEPTH: 255 ft. DEPTH COMPLETED: 255

GEOLOGIC LOG:

0	4	TOP SOIL
4	105	SAND GRAVEL CLAY
105	125	SAND CLAY LAYERS
125	145	CLAY SAND
145	175	CEMENTED GRAVEL
175	180	GRAVEL SAND LAYERS
180	220	SAND CEMENTED GRAVEL
220	255	CLAY SAND LAYERS

HOLE DIAM. (in)	FROM (ft)	TO (ft)
9	0	255
0	0	0
0	0	0

PLAIN CASING:

OD	KIND	WALL SIZE	FROM(ft)	TO
5	STEEL	.188	41	20
5	PVC	.250	20	195
0			0	0
0			0	0

PERF. CASING: Screen Slot Size: .016

5	PVC	.250	195	255
0			0	0
0			0	0
0			0	0

FILTER PACK: PACKER PLACEMENT:

Mat.	GRAVEL	NONE
Size	1	
Interval	140-255	0

GROUTING RECORD:

Material	Amount	Density	Interval	Placement
CEMENT	6 sacks	6 lbs/sack	5-40	Run 0
		0	0	0
		0	0	0
		0	0	0

DISINFECTION TYPE: CHLORINE AMOUNT USED: 12 OUNCES

WELL TEST DATA:  Check box if Test Data is submitted on Supplemental Form.

Testing Method: SUBMERSIBLE  
Static Level: 156 ft. Date/Time 05/03/10/4 00 Production Rate 10 gpm.  
Pumping Level: 160 ft. Date/Time 05/03/10/5 00 Test Length (hrs) 1

I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. (Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.)

CONTRACTOR Twiss & Wilson Drilling, Inc. Phone (970) 332-5834 Lic. No. 985  
Mailing Address 36611 Hwy 385 Wray, Co 80758

<u>Name/Title (Please type or print)</u> Raymond L. Twiss - President	<u>Signature</u> <i>Raymond L. Twiss</i>	<u>Date</u> 6-2-10
--	---	-----------------------

FORM NO. GWS-32 08/2008	<b>PUMP INSTALLATION AND TEST REPORT</b> <b>STATE OF COLORADO, OFFICE OF THE STATE ENGINEER</b> 1313 Sherman St., Room 818, Denver, CO 80203 Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us	For Office Use Only  RECEIVED  MAR 31 2011  WATER RESOURCES STATE ENGINEER COLO.
<b>1. WELL PERMIT NUMBER:</b> <u>282689</u>		
<b>2. WELL OWNER INFORMATION</b> NAME OF OWNER <u>Ivar + Donna Larson</u>		
MAILING ADDRESS <u>925 N. G Rd 13</u>		
CITY <u>Berthoud</u>	STATE <u>CO</u>	ZIP CODE <u>80513</u>
TELEPHONE # <u>(970) 532-3361</u>		
<b>3. WELL LOCATION AS DRILLED:</b> <u>NW 1/4, SW 1/4 Sec. 25, Twp. 9</u> <input checked="" type="checkbox"/> N or <input type="checkbox"/> S, Range <u>48</u> <input type="checkbox"/> E or <input checked="" type="checkbox"/> W		
DISTANCES FROM SEC. LINES: <u>1553</u> ft. from <input type="checkbox"/> N or <input checked="" type="checkbox"/> S section line and <u>64</u> ft. from <input type="checkbox"/> E or <input checked="" type="checkbox"/> W section line.		
SUBDIVISION: _____ LOT _____ BLOCK _____ FILING (UNIT) _____		
<b>Optional GPS Location:</b> GPS Unit must use the following settings: Format must be <b>UTM</b> , Units Easting: <u>696774.1</u> must be <b>meters</b> , Datum must be <b>NAD83</b> , Unit must be set to <b>true N</b> , <input type="checkbox"/> Zone 12 or <input checked="" type="checkbox"/> Zone 13 Northing: <u>4510730.0</u>		
STREET ADDRESS AT WELL LOCATION:		
<b>4. PUMP DATA:</b> Type: <u>Submersible</u> Date Installed: <u>6-23-2010</u>		
Pump Manufacturer: <u>Red Jacket</u> Pump Model No. <u>100 PML-CV6 14BC</u>		
Design GPM: <u>10</u> at RPM <u>360</u> HP <u>1</u> Volts <u>230</u> Full Load Amps <u>10</u>		
Pump Intake Depth: <u>205</u> Feet, Drop/Column Pipe Size <u>1 1/4</u> inches, Kind of Drop Pipe <u>PVC Sch 80 Threaded</u>		
<b>ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:</b> Turbine Driver Type: <input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____		
Design Head _____ feet	Number of Stages _____	Shaft size _____ inches
<b>5. OTHER EQUIPMENT:</b>		
Airline Installed <input type="checkbox"/> Yes <input type="checkbox"/> No, Orifice Depth ft. _____ Monitor Tube Installed <input type="checkbox"/> Yes <input type="checkbox"/> No, Depth ft. _____		
Flow Meter Mfg. _____ Meter Serial No. _____		
Meter Readout: <input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet Beginning Reading _____		
<b>6. TEST DATA:</b> <input type="checkbox"/> check box if Test Data is submitted on Supplemental Form.		
Date: <u>6-23-2011</u>		
Total Well Depth: <u>251</u> ft. Time: <u>3:30 PM</u> <u>5:30 PM</u>		
Static Level: <u>155</u> ft. Rate (gpm): <u>10</u>		
Date Measured: <u>6-23-2011</u> Pumping Level (ft): <u>150</u>		
<b>7. DISINFECTION:</b> Type <u>Chlorine</u>		Amt. Used <u>12 ounces</u>
<b>8. Water Quality analysis available:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please submit with this report.		
<b>9. Remarks:</b> _____		
<b>10. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed 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 \$5000 and/or revocation of the contracting license.]</b>		
Company Name: <u>Phillips Drilling + Pump</u>		Phone: <u>(970) 774-7555</u> License Number: <u>1088</u>
Mailing Address: <u>P.O. Box 357 Haxton, CO 80731</u>		
Signature: <u>Carroll Phillips</u>	Print Name and Title: <u>Carroll L Phillips</u>	Date: <u>3-29-2011</u>

# PARCEL #4 - WELL PERMIT #285629

FORM NO.  
GWS-32  
08/2008

**PUMP INSTALLATION AND TEST REPORT**  
**STATE OF COLORADO, OFFICE OF THE STATE ENGINEER**  
 1313 Sherman St., Room 818, Denver, CO 80203  
 Info (303) 866-3587 Main (303) 866-3581  
 Fax (303) 866-3589 http://www.water.state.co.us

For Office Use Only

RECEIVED

NOV 30 2011

WATER RESOURCES  
STATE ENGINEER  
COLO.

1. WELL PERMIT NUMBER: 285629

2. WELL OWNER INFORMATION

NAME OF OWNER  
Bradley J Michael

MAILING ADDRESS  
36768 CR 15

CITY  
Haxtun

STATE  
CO

ZIP CODE  
80731

TELEPHONE #  
(970) 774-6419

3. WELL LOCATION AS DRILLED: NE1/4, NE1/4 Sec. 12, Twp. 9  N or  S, Range 47  E or  W

DISTANCES FROM SEC. LINES: \_\_\_\_\_ ft. from  N or  S section line and \_\_\_\_\_ ft. from  E or  W section line.

SUBDIVISION: \_\_\_\_\_ LOT \_\_\_\_\_, BLOCK \_\_\_\_\_, FILING (UNIT) \_\_\_\_\_

**Optional GPS Location:** GPS Unit must use the following settings: Format must be **UTM**, Units must be **meters**, Datum must be **NAD83**, Unit must be set to **true N**,  Zone 12 or  Zone 13 Easting: 707861  
Northing: 4517126

STREET ADDRESS AT WELL LOCATION: \_\_\_\_\_

4. PUMP DATA: Type: Submersible Date Installed: 11/11/11

Pump Manufacturer: Berkely Pump Model No. 1515

Design GPM: 15 at RPM \_\_\_\_\_ HP 1 1/2 Volts 230 Full Load Amps \_\_\_\_\_

Pump Intake Depth: 300 Feet, Drop/Column Pipe Size 1 1/4 Inches, Kind of Drop Pipe PVC

ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM: Turbine Driver Type:  Electric  Engine  Other \_\_\_\_\_

Design Head	feet	Number of Stages	Shaft size	inches

5. OTHER EQUIPMENT:

Airline Installed  Yes  No, Orifice Depth ft. 0 Monitor Tube Installed  Yes  No, Depth ft. 0

Flow Meter Mfg. NA Meter Serial No. NA

Meter Readout:  Gallons,  Thousand Gallons,  Acre feet Beginning Reading \_\_\_\_\_

6. TEST DATA:  check box if Test Data is submitted on Supplemental Form.

Date: 11/11/11

Total Well Depth: 380 ft. Time: \_\_\_\_\_

Static Level: 243 ft. Rate (gpm): 15

Date Measured: \_\_\_\_\_ Pumping Level (ft): 247

7. DISINFECTION: Type Chlorine Amt. Used 12

8. Water Quality analysis available:  Yes  No If yes, please submit with this report.

9. Remarks: \_\_\_\_\_

10. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed 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 \$5000 and/or revocation of the contracting license.]

Company Name:  
Twiss & Wilson Drilling

Phone:  
(970)332-5834

License Number:  
733

Mailing Address:  
36611 US Hwy 385, Wray CO 80758

Signature:

*Aaron Twiss*

Print Name and Title

Aaron Twiss

Date

11-29-11



Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES**

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

985

**WELL PERMIT NUMBER** 285629  
DIV. 8    WD 65    DES. BASIN 1    MD 11

APPLICANT

BRADLEY J MICHAEL  
36768 CR 15  
HAXTUN, CO 80731

(970) 774-6419

APPROVED WELL LOCATION

SEDGWICK COUNTY  
NE 1/4 NE 1/4 Section 12  
Township 9 N Range 47 W Sixth P.M.

DISTANCES FROM SECTION LINES

Ft. from                      Section Line  
Ft. from                      Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

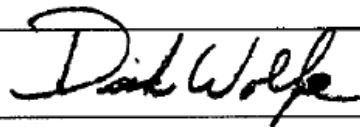
Easting: 707861              Northing: 4517126

**PERMIT TO CONSTRUCT A WELL**

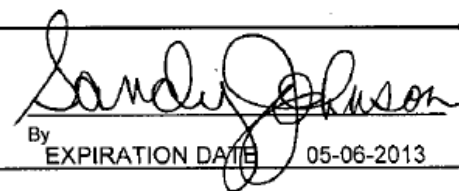
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-105 for a well on a tract of land of 40 acres described as the NE1/4 of the NE1/4 of Section 12, Township 9 North, Range 47 West of the 6th P.M., Sedgewick County.
- 4) Water from this well shall be used for the watering of livestock on range and pasture. This well cannot be used for any other purpose without first obtaining a new permit for said use from the state engineer.
- 5) The pumping rate of this well shall not exceed 25 GPM.
- 6) The annual withdrawal of ground water from this well shall not exceed 3 acre-feet.
- 7) Production is limited to the Ogallala aquifer. Plain casing must be installed and grouted to prevent diversion of water from other zones.
- 8) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.3 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines.

APPROVED  
SMJ



State Engineer



By

Receipt No. 3650157A

DATE ISSUED    05-06-2011

EXPIRATION DATE    05-06-2013



**COLORADO DIVISION OF WATER RESOURCES**  
**DEPARTMENT OF NATURAL RESOURCES**  
 1313 SHERMAN ST., RM 818, DENVER, CO 80203  
 phone - info: (303) 866-3587 main: (303) 866-3581  
 fax: (303) 866-3589 http://www.water.state.co.us

Office Use Only

Form GWS-44 (07/2009)

RECEIVED

MAY 04 2011

WATER RESOURCES  
 STATE ENGINEER  
 COLO.

**RESIDENTIAL** Note: Also use this form to apply for livestock watering

**Water Well Permit Application**

Review form instructions prior to completing form.  
 The form must be completed in black or blue ink or typed.

**1. Applicant information**

Name of applicant  
 Bradley J Michael

Mailing address  
 36768 Co Rd 15

City State Zip code  
 Haxtun CO 80731

Telephone # E-mail (optional)  
 (970) 774-6419

**2. Type Of Application (check applicable boxes)**

- Construct new well
- Replace existing well
- Use existing well
- Change or increase use
- Change source (aquifer)
- Reapplication (expired permit)
- Rooftop precip. collection
- Other:

**3. Refer To (if applicable)**

Well permit # Water Court case #  
 Designated Basin Determination # Well name or #

**4. Location Of Proposed Well (Important! See instructions)**

County Sedgewick NE 1/4 of the NE 1/4  
 Section Township N or S Range E or W Principal Meridian  
 12 9   47   Sixth  
 Distance of well from section lines (section lines are typically not property lines)  
 Ft. from  N  S Ft. from  E  W

For replacement wells only - distance and direction from old well to new well  
 feet direction  
 Well location address (Include City, State, Zip)  Check if well address is same as in item 1.

Optional: GPS well location information in UTM format. GPS unit settings are as follows:  
 Format must be UTM  
 Zone 12 or  Zone 13  
 Units must be Meters  
 Datum must be NAD83  
 Unit must be set to true north  
 Was GPS unit checked for above?  YES Remember to set Datum to NAD83

**5. Parcel On Which Well Will Be Located (YOU MUST ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)**

- A. You must check and complete one of the following:
- Subdivision: Name  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Filing/Unit \_\_\_\_\_
  - County exemption (attach copy of county approval & survey):  
 Name/# \_\_\_\_\_ Lot # \_\_\_\_\_
  - Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972, and a current deed
  - Mining claim (attach a copy of the deed or survey): Name/# \_\_\_\_\_
  - Square 40 acre parcel as described in Item 4
  - Parcel of 35 or more acres (attach a metes and bounds description or survey)
  - Other (attach metes & bounds description or survey and supporting documents)

B. # of acres in parcel 40  
 C. Are you the owner of this parcel?  
 YES  NO (if no - see instructions)

D. Will this be the only well on this parcel?  YES  NO (if no - list other wells)

E. State Parcel ID# (optional):

**6. Use Of Well (check applicable boxes)**

- See instructions to determine use(s) for which you may qualify
- A. Ordinary household use in one single-family dwelling (no outside use)
  - B. Ordinary household use in 1 to 3 single-family dwellings:  
 Number of dwellings: \_\_\_\_\_  
 Home garden/lawn irrigation, not to exceed one acre:  
 area irrigated \_\_\_\_\_  sq. ft.  acre  
 Domestic animal watering - (non-commercial)
  - C. Livestock watering (on farm/ranch/range/pasture)

**7. Well Data (proposed)**

Maximum pumping rate gpm Annual amount to be withdrawn acre-feet  
 25 3  
 Total depth feet Aquifer  
 320 Ogallala

**8. Water Supplier**

Is this parcel within boundaries of a water service area?  YES  NO  
 If yes, provide name of supplier: NA

**9. Type Of Sewage System**

- Septic tank / absorption leach field
- Central system: District name: NA
- Vault: Location sewage to be hauled to: NA
- Other (attach copy of engineering design and report)

**10. Proposed Well Driller License #(optional): 985**

**11. Signature Of Applicant(s) Or Authorized Agent**

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign here (Must be original signature) Date  
*Bradley J Michael* 4-29-11  
 Print name & title  
 Bradley J. Michael Owner

**Office Use Only**

USGS map name DWR map no. Surface elev.

Receipt area only

Trans Number: 3650157A  
 5/4/2011 12:50:33 PM  
 Yolanda Johnson (14)  
 Total Trans Amt: \$160.00  
 CHECK  
 Check Number: 2412  
 Check Amount: \$160.00

AQUAMAP ✓  
 WE ✓  
 WR ✓  
 CWCB ✓  
 TOPO  
 MYLAR  
 SBS

DIV 8 WD 65 BA 1 MD 1)

# BIDDER APPROVAL REQUEST

## BIDDER APPROVAL REQUEST

Date: \_\_\_\_\_

I \_\_\_\_\_, request approval to bid on Haxtun North Land Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the Haxtun North Land Auction Detail Brochure, Printed January 29, 2021 and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin February 10, 2021 @ 8 am MT and will “soft close” February 11, 2021 @ 12 noon MT. Bidding will continue in 5 minute increments until 5 minutes have passed with no new bids. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on 1 or more of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure, and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.

Bidder(s) requesting approval:

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Signature:

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Approved by:

Reck Agri Realty & Auction

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Marc Reck