

**DETAIL BROCHURE  
FLAGLER PIVOT IRRIGATED  
LAND AUCTION**

November 9, 2021

**PRINTED: October 28, 2021**



# FLAGLER PIVOT IRRIGATED LAND AUCTION

Kit Carson County, Colorado

TO BE SOLD AT

## **MULTI PARCEL AUCTION with RESERVE**

ON

Tuesday, November 9, 2021  
10:30 A.M., MT  
Burlington Community Center  
Burlington, Colorado

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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  
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[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.*

**AUCTION DATE/TIME/LOCATION:** Flagler Pivot Irrigated Land Auction will be held Tuesday, November 9, 2021 @ 10:30 am MT at the Burlington Event Center, 340 S 14th St, Burlington, CO. In the event of inclement weather, check reckagri.com and our Facebook page.

**SALE TERMS/PROCEDURE:** The "FLAGLER PIVOT IRRIGATED LAND AUCTION" is a land auction with RESERVE. The property to be offered as a "MULTI PARCEL" Auction in 4 Parcels, 1 Combo, and as a Single Unit. The parcels, combo, and single unit will be offered in the sale order as stated within the brochure. The parcels, combo, and single unit will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

**SIGNING OF PURCHASE CONTRACT:** Immediately following the conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit 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 will not be contingent upon financing. Terms and conditions in the Detail Brochure and oral 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 December 10, 2021. Closing to be conducted by Kit Carson County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Special Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements, restrictions, and covenants now of record and statutory exceptions. Title commitments are available for review within the Detail Brochure and at the auction and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land). Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within 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 in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservation; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

**POSSESSION:** Possession of farmland upon closing except for current tenant's right to graze after-feed until February 21, 2022.

**LEASE:** Property is currently leased for the 2021 crop year. Property is not leased for the 2022 crop year. Seller to retain the landlord share of 2021 crops. Buyer(s) to receive the rent for grazing the after-feed.

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

**WATER RIGHTS & EQUIPMENT:** Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property, including but not limited to the following: Well Permits #18549-FP, #18550-FP, #18551-FP, and #18552-FP. The water rights are subject to the rules, regulations, and limitations of the CO Department of Water Resources, AGWD, and RRWCD. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment. Irrigation well test to be included within detail brochure. Irrigation equipment described on each Parcel.

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcels, Combo, or Single Unit as designated within the detail brochure. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the detail brochure.

**GROWING CROPS:** No growing crops.

**REAL ESTATE TAXES:** 2021 real estate taxes & associated water assessments due in 2022, to be paid by Seller. Buyer(s) to pay 2022 real estate taxes & water assessments due in 2023 and thereafter.

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

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

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

**ACREAGES:** All stated acreages in the initial brochure, detail brochure, and visual presentation at the auction 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 stated at the auction.

**BIDDER REQUIREMENTS:** Prior to auction, Buyer (s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at [www.reckagri.com](http://www.reckagri.com), or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

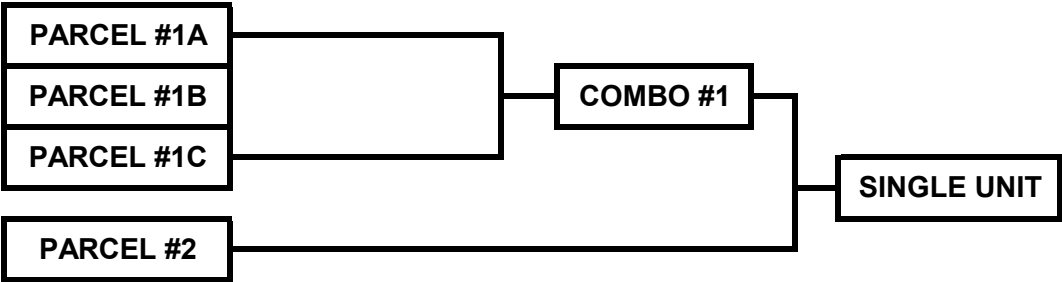
**MULTIPLE PARTY BID:** If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) 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 Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer (s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. All equipment and improvements are to be sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the "FLAGLER PIVOT IRRIGATED LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

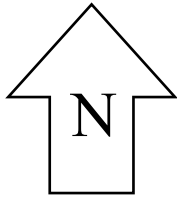
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# AUCTION BRACKET & SALE ORDER

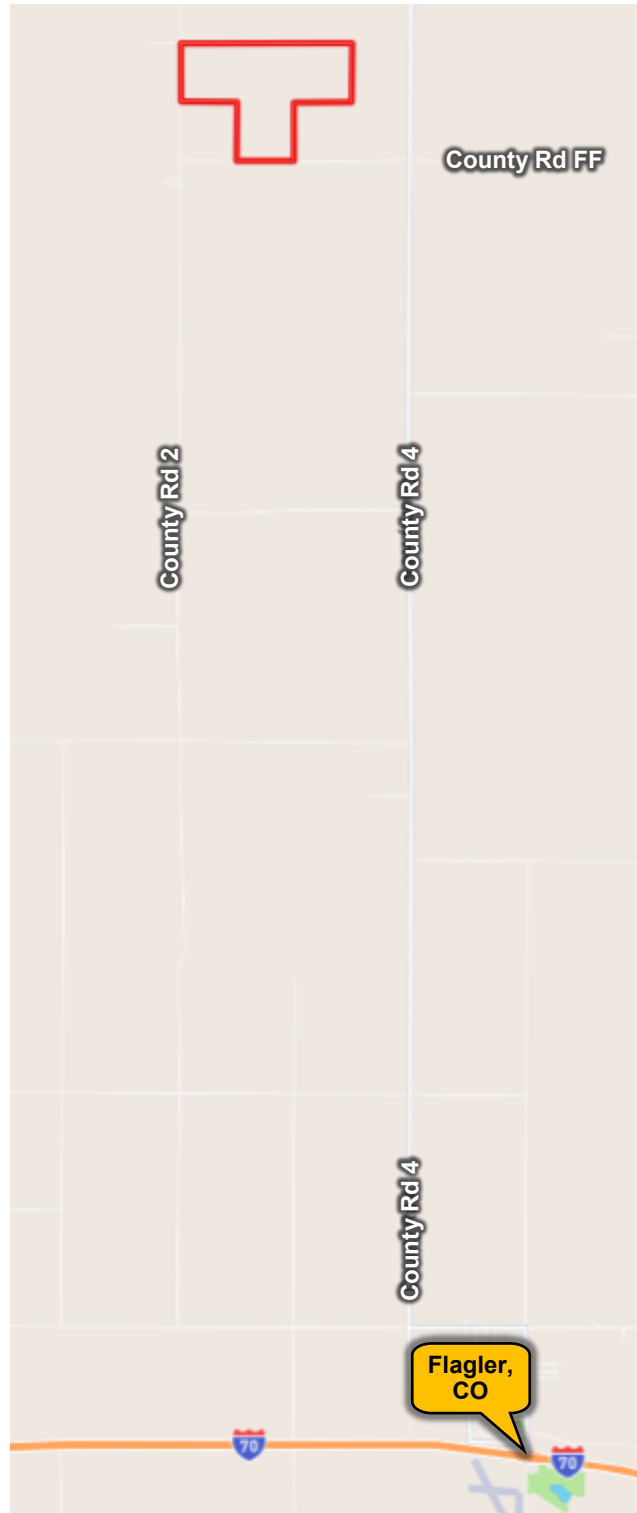
## FLAGLER PIVOT IRRIGATED LAND AUCTION BRACKET



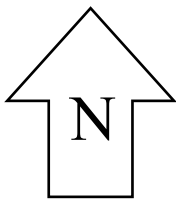
SALE ORDER
PARCEL #1A
PARCEL #1B
PARCEL #1C
COMBO #1
PARCEL #2
SINGLE UNIT



## LOCATION MAP



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## PARCEL #1A - PLAT MAP



**PARCEL #1A**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** NW1/4 Section 9, Township 7 South, Range 51 West of the 6th PM, Kit Carson County, CO.  
See Pages 34-64 for legal description, title commitment, and title exceptions.

**ACREAGE:** 118.7± Acres Pivot Irrigated  
39.1± Acres Dryland  
157.8± Total Acres (FSA)

**LAND TENURE:** See Soils Map on Page 18

**TAXES:** 2020 real estate taxes paid in 2021 are: \$631.16  
RRWCD assessment: \$1,715.38  
Arickaree assessment: \$40.00  
Total: \$2,386.54

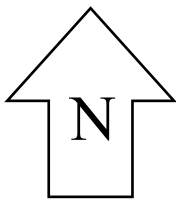
**FSA INFORMATION:** FSA bases: 124.1 ac corn w/157 bu PLC yield, 33.7 ac wheat w/56 bu PLC yield.

**IRRIGATION WATER & EQUIPMENT:** 10 Tower Reinke pivot equipped with 75 HP GE electric motor. Well Permit #18550 - FP with 400 Ac-Ft. See Pages 22-24 for copy of final permit, recent well test, and well log.

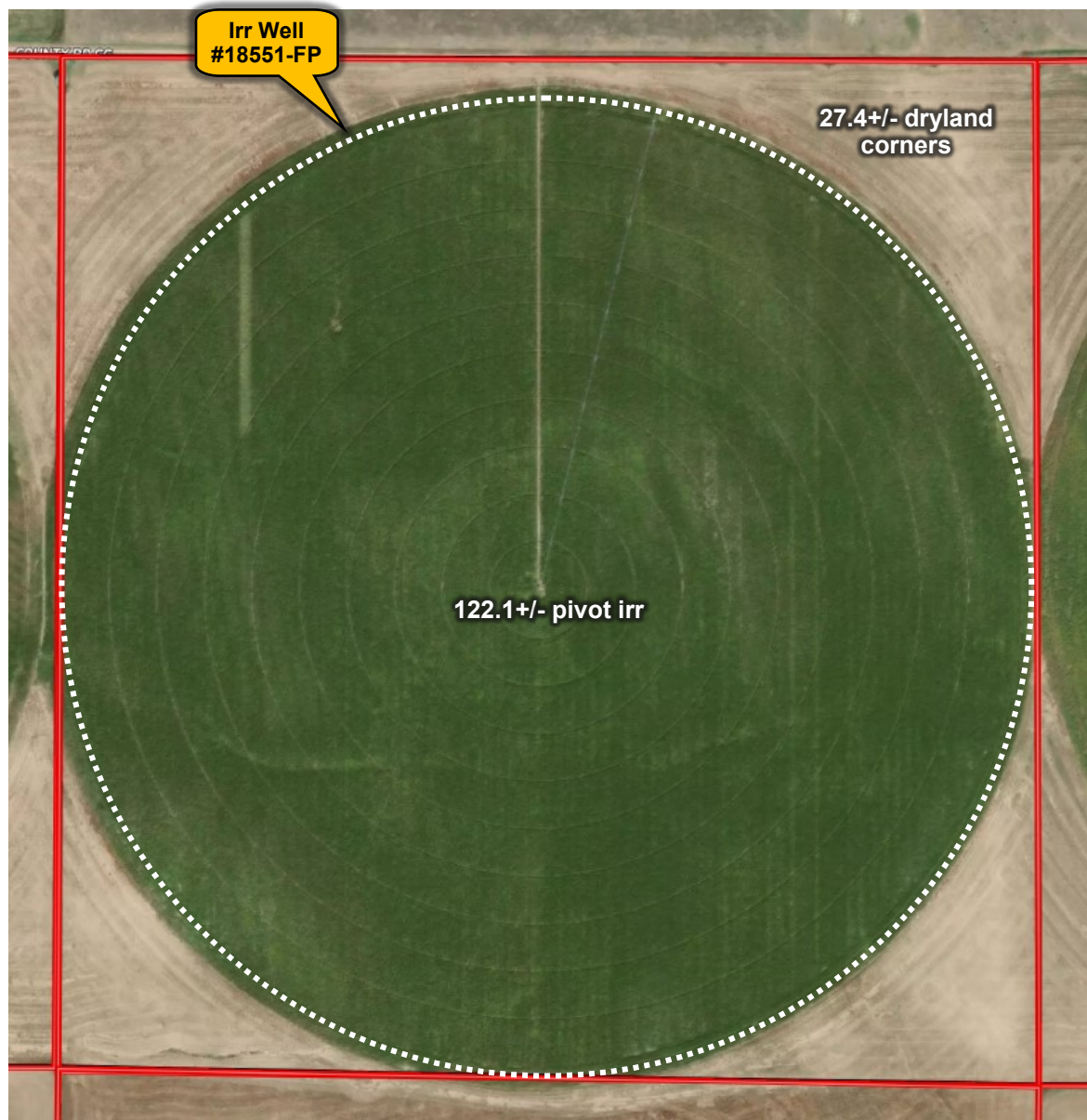
**COMMENTS:** Planted corn 118.7 ac, Millet stubble, 39.1 ac.

Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$526,500. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$409,500. In addition, a one time State of Colorado incentive payment is \$23,400.

**BID PRICE:**



## PARCEL #1B - PLAT MAP



**PARCEL #1B**  
**PROPERTY INFORMATION**

**LEGAL DESCRIPTION:** NE1/4 Section 9, Township 7 South, Range 51 West of the 6th PM, Kit Carson County, CO.  
See Pages 34-64 for legal description, title commitment, and title exceptions.

**ACREAGE:** 122.1± Acres Pivot Irrigated  
27.4± Acres Dryland  
149.5± Total Acres (FSA)

**LAND TENURE:** See Soils Map on Page 19

**TAXES:** 2020 real estate taxes paid in 2021 are: \$649.24  
RRWCD assessment: \$1,764.52  
Arickaree assessment: \$40.00  
Total: \$2,453.76

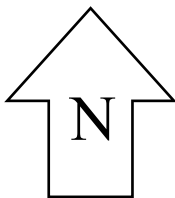
**FSA INFORMATION:** FSA bases: 125.9 ac corn w/157 bu PLC yield, 23.6 ac wheat w/56 bu PLC yield.

**IRRIGATION WATER & EQUIPMENT:** 10 Tower Reinke Pivot equipped with 75 HP Aurora electric motor. Well Permit #18551-FP with 400 Ac-Ft. See Pages 25-27 for copy of final permit, recent well test, and well log.

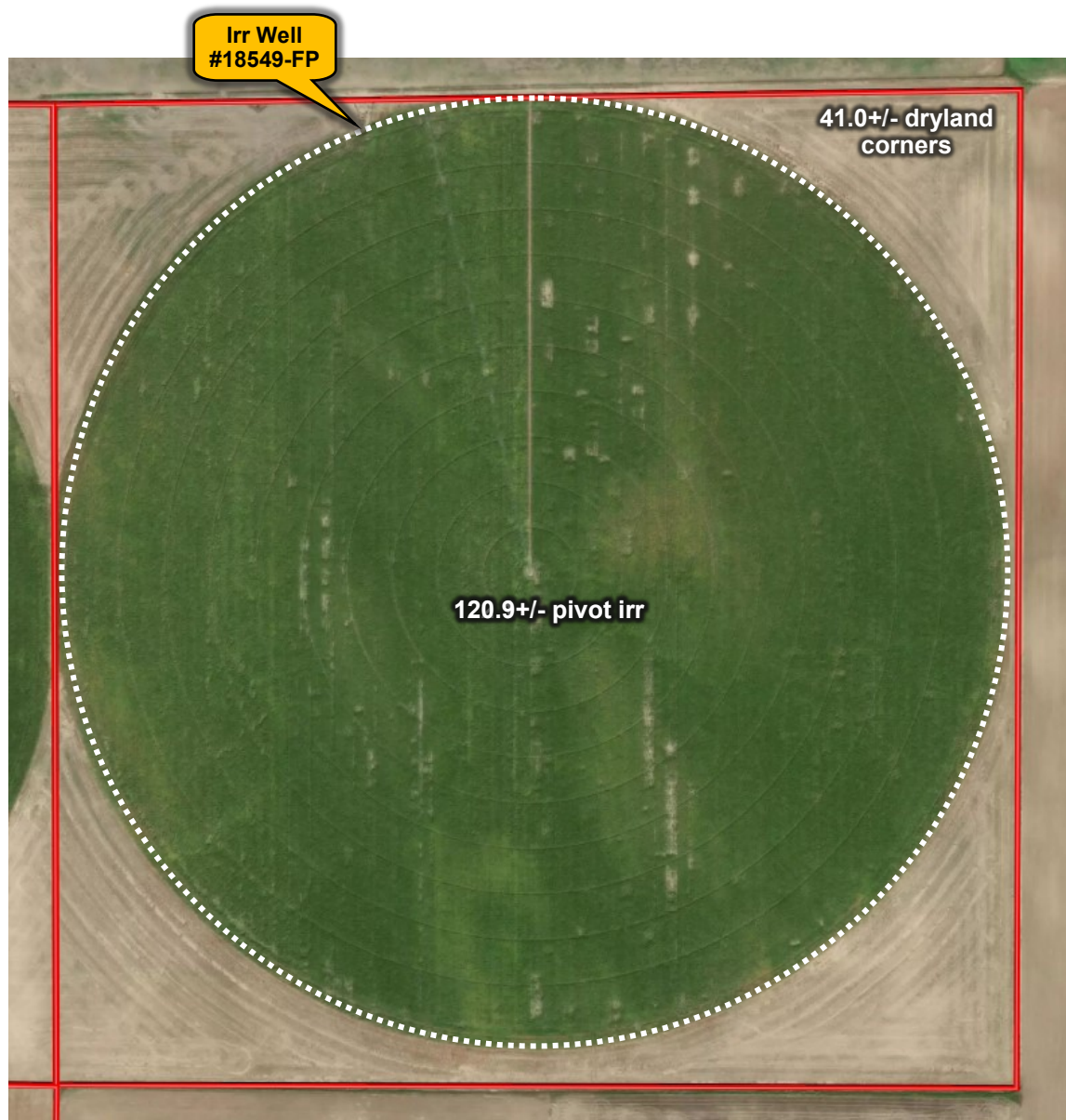
**COMMENTS:** Planted Sunflowers 122.1 ac, millet stubble 27.4 ac.

Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$544,500. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$423,500. In addition, a one time State of Colorado incentive payment is \$24,200.

**BID PRICE:**

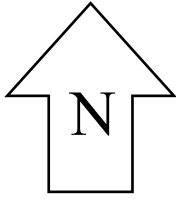


## PARCEL #1C - PLAT MAP



## PARCEL #1C PROPERTY INFORMATION

<b>LEGAL DESCRIPTION:</b>	NW1/4 Section 10, Township 7 South, Range 51 West of the 6th PM, Kit Carson County, CO. See Pages 34-64 for legal description, title commitment, and title exceptions.
<b>ACREAGE:</b>	120.9± Acres Pivot Irrigated <u>41.0± Acres Dryland</u> 161.9± Total Acres (FSA)
<b>LAND TENURE:</b>	See Soils Map on Page 20
<b>TAXES:</b>	2020 real estate taxes paid in 2021 are: \$624.25 RRWCD assessment: \$1,725.50 Arickaree assessment: <u>\$60.00</u> Total: \$2,409.75
<b>FSA INFORMATION:</b>	FSA bases: 126.8 ac corn w/157 bu PLC yield, 32.2 ac wheat w/56 bu PLC yield.
<b>IRRIGATION WATER &amp; EQUIPMENT:</b>	10 Tower Reinke pivot equipped with 75 HP GE electric motor. Well Permit #18549 - FP with 400 Ac-Ft. See Pages 28-30 for copy of final permit, recent well test, and well log.
<b>COMMENTS:</b>	Planted Sunflowers 122.1 ac, millet stubble 27.4 ac  Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$544,500. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$423,500. In addition, a one time State of Colorado incentive payment is \$24,200.
<b>BID PRICE:</b>	



## COMBO #1 - PLAT MAP



## COMBO #1 PROPERTY INFORMATION

**LEGAL  
DESCRIPTION:**

See Parcels #1A, #1B, & #1C.

**ACREAGE:**

361.7± Acres Pivot Irrigated  
107.5± Acres Dryland  
 469.2± Total Acres (FSA)

**LAND TENURE:**

See Parcels #1A, #1B, & #1C.

**TAXES:**

2020 real estate taxes paid in 2021 are:	\$1,904.65
RRWCD assessment:	\$5,205.40
Arickaree assessment:	<u>\$140.00</u>
Total:	\$7,250.05

**FSA  
INFORMATION:**

FSA bases: 376.8 ac corn and 89.5 ac wheat.

**IRRIGATION  
WATER &  
EQUIPMENT:**

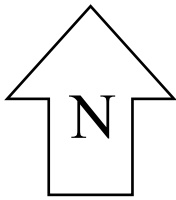
See Parcels #1A, #1B, & #1C.

**COMMENTS:**

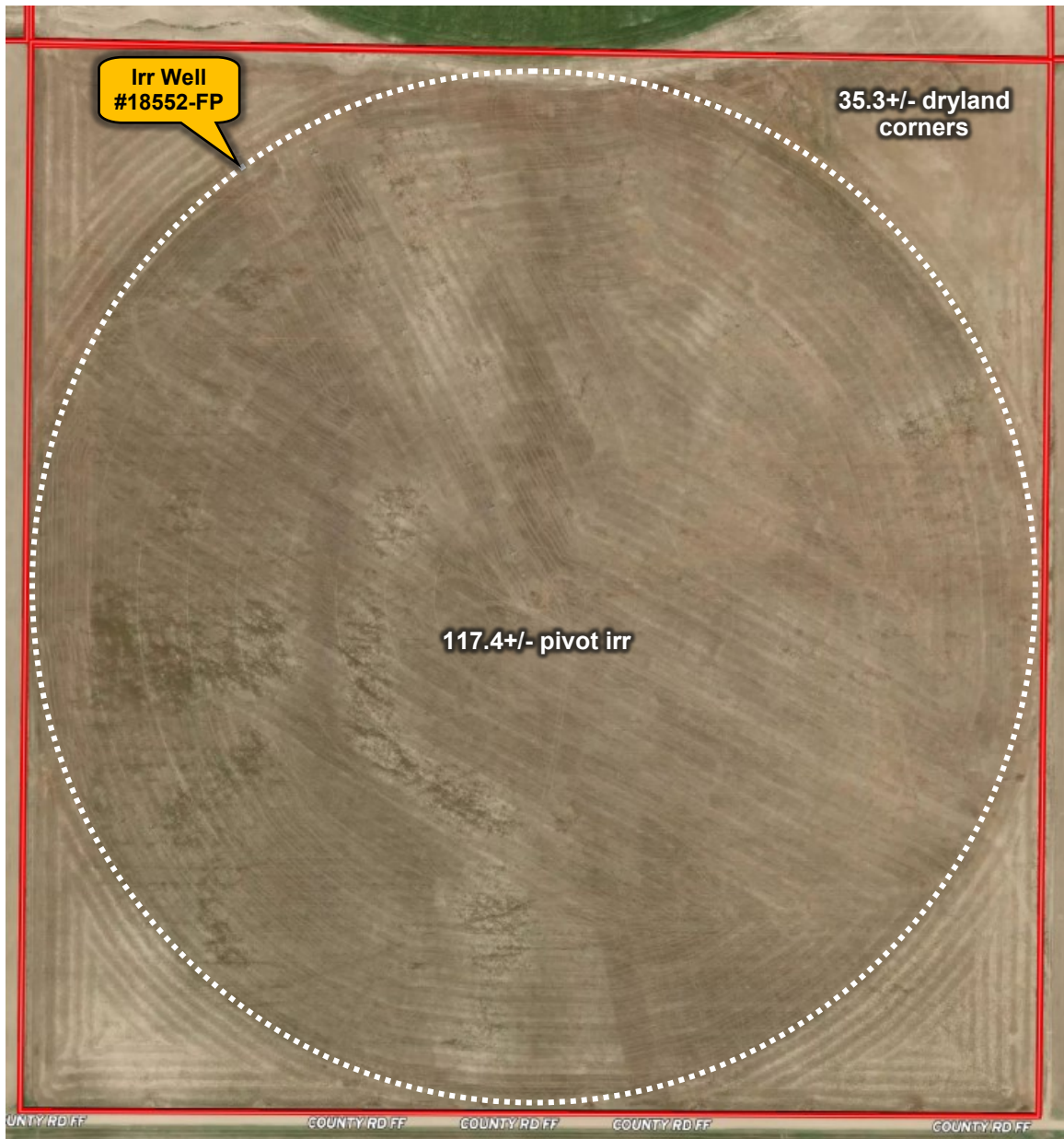
See Parcels #1A, #1B, & #1C.

Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$1,615,500. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$1,256,500. In addition, a one time State of Colorado incentive payment is \$71,800.

**BID PRICE:**

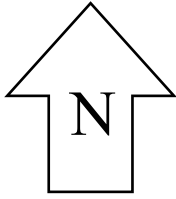


## PARCEL #2- PLAT MAP



## PARCEL #2 PROPERTY INFORMATION

<b>LEGAL DESCRIPTION:</b>	SE1/4 Section 9, Township 7 South, Range 51 West of the 6th PM, Kit Carson County, CO. See Pages 34-64 for legal description, title commitment, and title exceptions.
<b>ACREAGE:</b>	117.4± Acres Pivot Irrigated <u>35.3± Acres Dryland</u> 152.7± Total Acres (FSA)
<b>LAND TENURE:</b>	See Soils Map on Page 21
<b>TAXES:</b>	2020 real estate taxes paid in 2021 are: \$919.26 RRWCD assessment: \$1,696.60 Arickaree assessment: <u>\$40.00</u> Total: \$2,655.86
<b>FSA INFORMATION:</b>	FSA bases: 122.9 ac corn w/157 bu PLC yield, 29.2 ac wheat w/56 bu PLC yield.
<b>IRRIGATION WATER &amp; EQUIPMENT:</b>	10 Tower Reinke pivot equipped with 75 HP GE electric motor. Well Permit #18552- FP with 400 Ac-Ft. See Pages 31-33 for copy of well permit and well log.
<b>COMMENTS:</b>	Planted corn 117.4 ac, millet stubble 35.3 ac.  Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$526,500. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$409,500. In addition, a one time State of Colorado incentive payment is \$23,400.
<b>BID PRICE:</b>	



## SINGLE UNIT - PLAT MAP



## SINGLE UNIT PROPERTY INFORMATION

### LEGAL

**DESCRIPTION:** See Parcels #1A, #1B, #1C and #2.

**ACREAGE:** 479.1± Acres Pivot Irrigated  
142.8± Acres Dryland  
 621.9± Total Acres (FSA)

**LAND TENURE:** See Parcels #1A, #1B, #1C and #2.

**TAXES:** 2020 real estate taxes paid in 2021 are: \$2,823.91  
 RRWCD assessment: \$6,902.00  
 Arickaree assessment: \$180.00  
 Total: \$9,905.91

### FSA

**INFORMATION:** FSA bases: 499.7 ac corn, 118.7 ac wheat .

### IRRIGATION

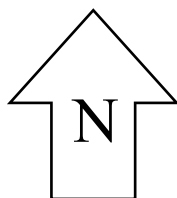
### WATER &

**EQUIPMENT:** See Parcels #1A, #1B, #1C and #2.

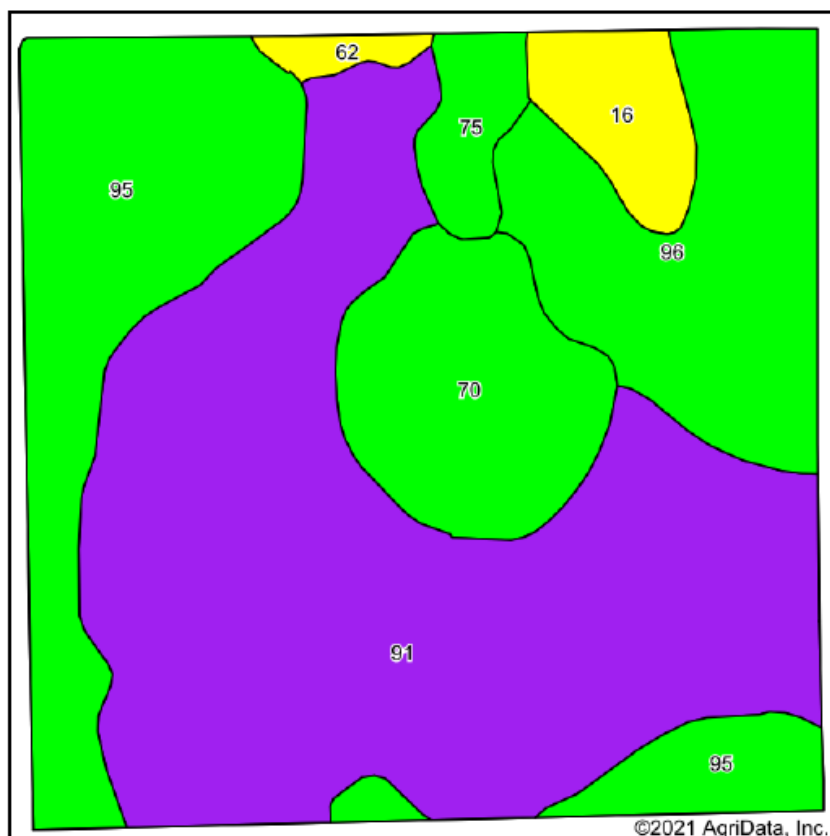
**COMMENTS:** See Parcels #1A, #1B, #1C and #2.

Property is located within the South Fork Focus Zone of the Republication River Conservation District. Property is eligible to enroll in the CREP Water Conservation Program, EQIP Water Conservation Program, and one time incentive payment of \$200/retired acre from the State of Colorado. See Pages 89-93 for the explanation of the available programs and maps of the focus zone. The estimated CREP payment of \$4,500/retired acre is payable over 15 years for a total of \$2,142,000. The estimated EQIP payment of \$3,500/retired acre is payable annually over 5 years for a total of \$1,666,000. In addition, a one time State of Colorado incentive payment is \$95,200.

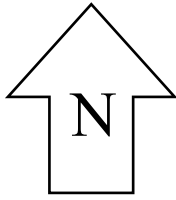
**BID PRICE:**



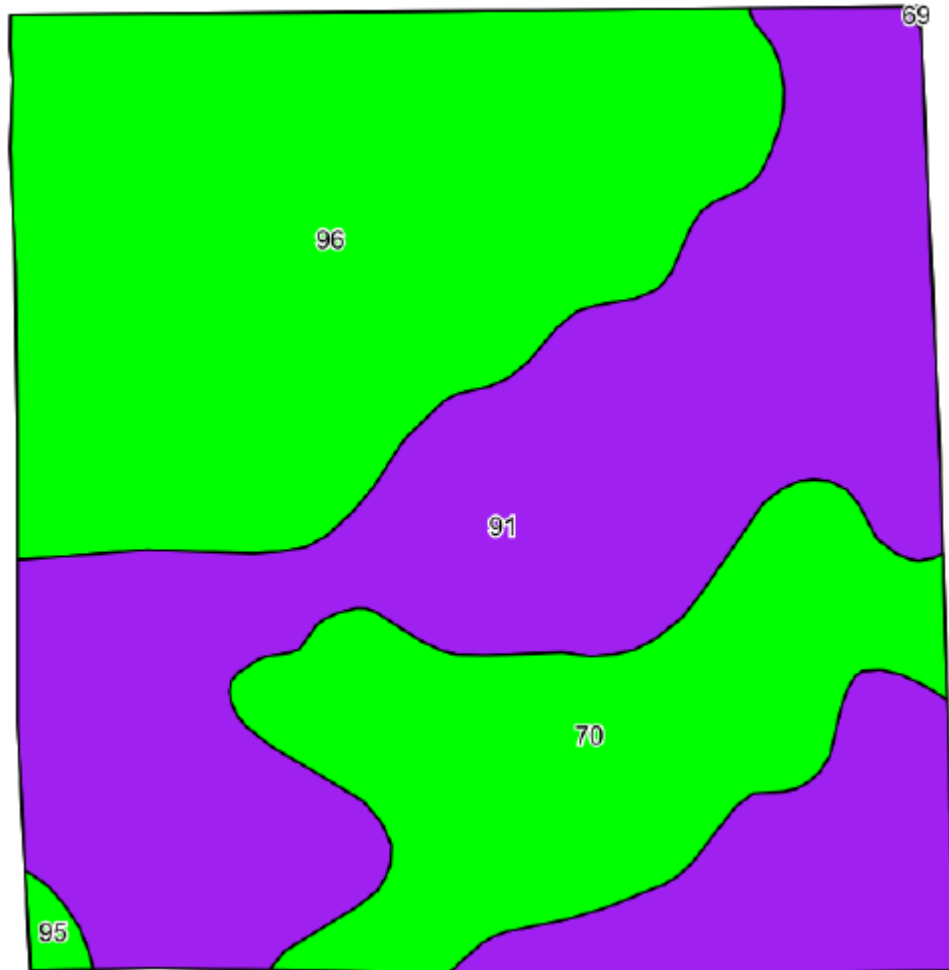
## SOILS MAP - Parcel #1A



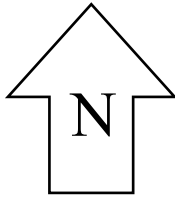
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
91	Wages loam, 2 to 6 percent slopes	75.25	47.8%		Vle
95	Weld silt loam, 0 to 3 percent slopes	32.24	20.5%		IIIc
96	Weld-Norka silt loams, 0 to 3 percent slopes	22.56	14.3%		IIIe
70	Rago silt loam, 0 to 2 percent slopes, occasionally flooded	15.97	10.1%		IIIw
16	Colby silt loam, 3 to 5 percent slopes	5.88	3.7%		IVe
75	Sampson loam, 0 to 2 percent slopes, rarely flooded	4.17	2.6%		IIIc
62	Olneat-Ascalon complex, 1 to 6 percent slopes	1.39	0.9%		IVe



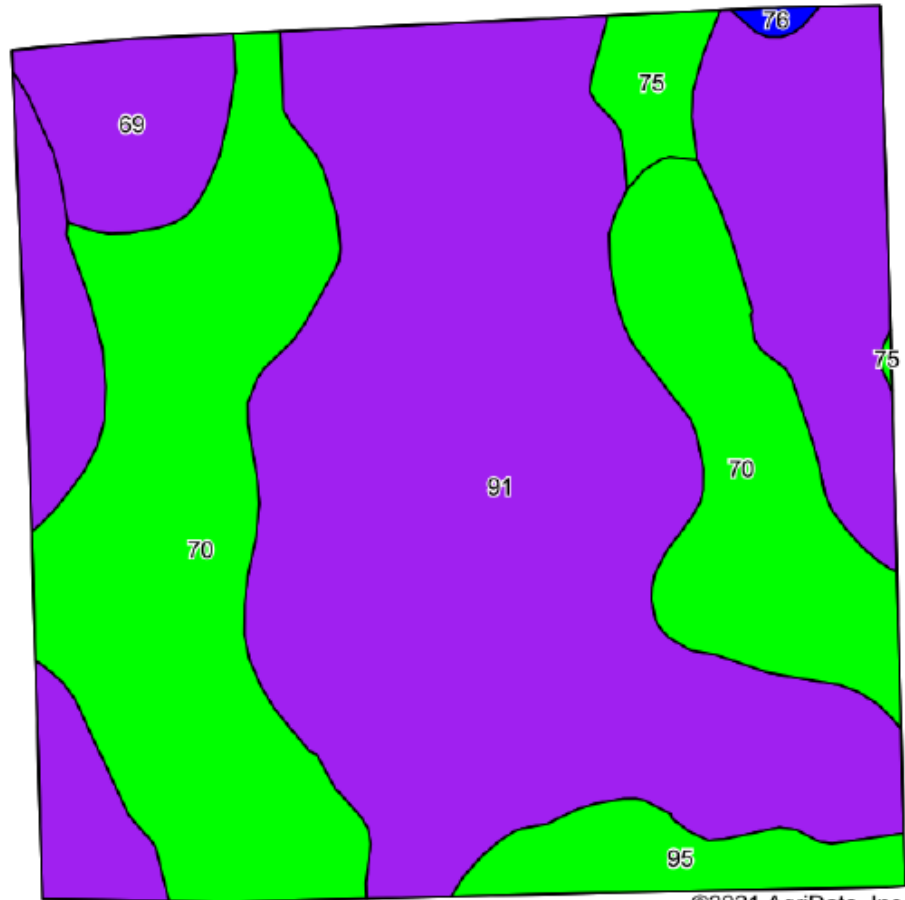
## SOILS MAP - Parcel #1B



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
91	Wages loam, 2 to 6 percent slopes	67.39	44.9%		Vle
96	Weld-Norka silt loams, 0 to 3 percent slopes	53.59	35.7%		IIIe
70	Rago silt loam, 0 to 2 percent slopes, occasionally flooded	28.42	18.9%		IIIw
95	Weld silt loam, 0 to 3 percent slopes	0.71	0.5%		IIIc

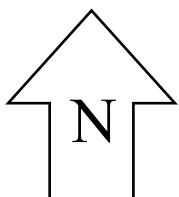


## SOILS MAP - Parcel #1C

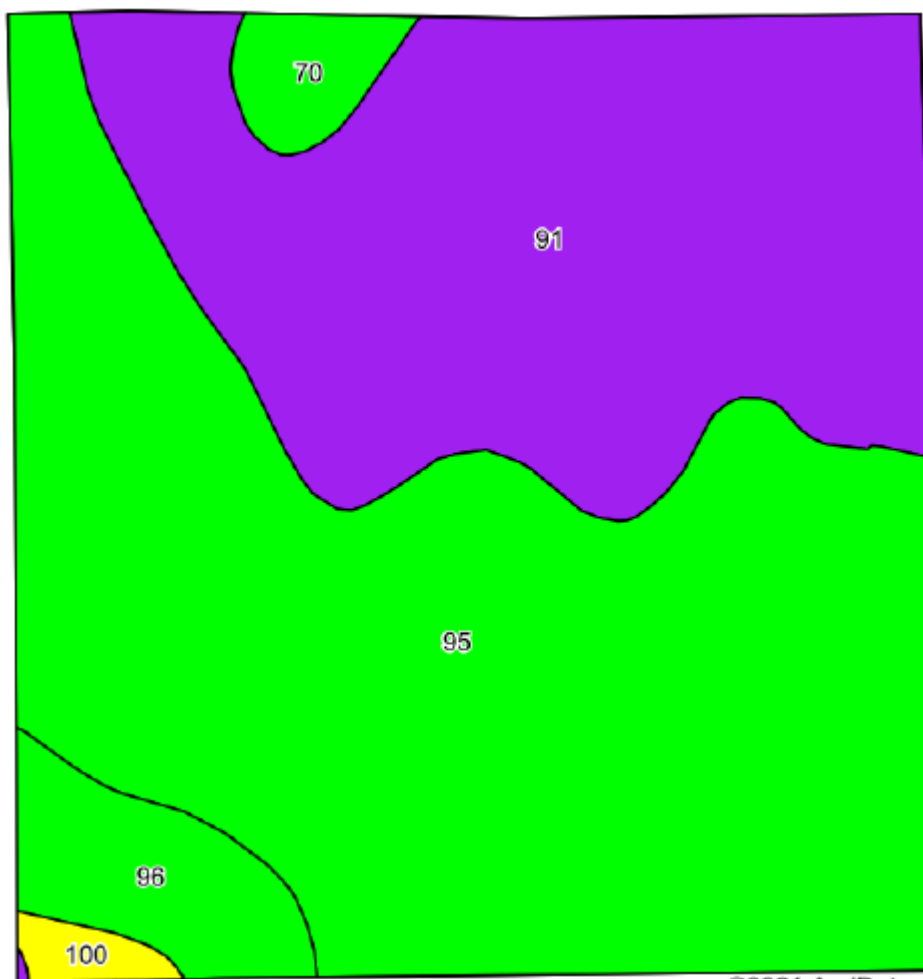


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Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
91	Wages loam, 2 to 6 percent slopes	97.53	59.2%		Vle
70	Rago silt loam, 0 to 2 percent slopes, occasionally flooded	50.37	30.6%		Illw
69	Pleasant silty clay loam, 0 to 1 percent slopes, occasionally ponded	7.27	4.4%		Vlw
95	Weld silt loam, 0 to 3 percent slopes	6.08	3.7%		Illc
75	Sampson loam, 0 to 2 percent slopes, rarely flooded	3.22	2.0%		Illc
76	Satanta loam, 1 to 3 percent slopes	0.38	0.2%		Ile



## SOILS MAP - Parcel #2



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Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class
95	Weld silt loam, 0 to 3 percent slopes	84.68	55.5%	<span style="display: inline-block; width: 20px; height: 10px; background-color: #90EE90; border: 1px solid black;"></span>	IIIc
91	Wages loam, 2 to 6 percent slopes	56.26	36.9%	<span style="display: inline-block; width: 20px; height: 10px; background-color: #FFD700; border: 1px solid black;"></span>	VIe
96	Weld-Norka silt loams, 0 to 3 percent slopes	7.26	4.8%	<span style="display: inline-block; width: 20px; height: 10px; background-color: #90EE90; border: 1px solid black;"></span>	IIIe
70	Rago silt loam, 0 to 2 percent slopes, occasionally flooded	3.13	2.1%	<span style="display: inline-block; width: 20px; height: 10px; background-color: #90EE90; border: 1px solid black;"></span>	IIIw
100	Colby silt loam, 0 to 3 percent slopes	1.34	0.9%	<span style="display: inline-block; width: 20px; height: 10px; background-color: #FFD700; border: 1px solid black;"></span>	IVc

# PARCEL #1A - WELL PERMIT #18550-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 18550FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 3, 1974

Use: IRRIGATION

Name of Claimant: WALTER L STONEHOCKER

Location of well: NW1/4 of the NW1/4 of Section 9, Township 7 S,  
Range 51 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1200 gallons per minute

Number of acres which may be irrigated: 160 acres

Description of acres irrigated: NW1/4 OF SEC 9, T7S, R51W

Totalizing Flow Meter: Meter may be required

Done this 21st day of December, 1992

15600 Holly St.

Brighton, CO.

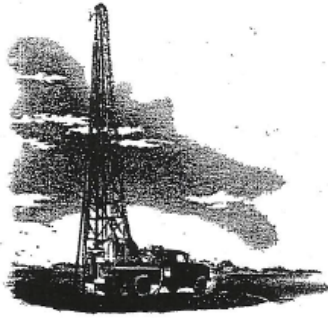
80601

(Tax Assessment Office)

*Hal D. Simpson*  
Hal D. Simpson  
State Engineer,  
State of Colorado

By: *Purushottam Daas*  
Purushottam Daas, Chief  
Designated Basins Branch

# WELL TEST - Permit #18550 - FP



DMW WELL & PUMP SERVICE  
A DIVISION OF DUERST MACHINE WORKS  
P.O. BOX 99 \* BURLINGTON, CO 80807  
719-346-5348 \* FAX 719-346-7029  
COLORADO LIC. #1136 & #1278  
KANSAS LIC. #633

*Brighton Farms*

*Well test*

*10-7-21*

*Permit # 18550-FP WDID 4906030*

*NW 1/4 9-75-51W*

*184' total depth log*

*static water level 131' (10-7-21)*

*Test after 2 hours run time*

*412 GPM*

*36 PSI*

*140' Pumping level*

*one amps 65.76*

*one volts 479*

*41.7 Wire to Water efficiency*

*75 HP GE Motor 93 full load amps*

*8" Johnston Base*

*Test was done as control valve was set*

*Valve was open*

*Jerry T. Hudnell CWD/PI*

# WELL LOG - Permit #18550 - FP

WFL-25-78

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

## COLORADO DIVISION OF WATER RESOURCES

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

### WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 018550-F

**RECEIVED**  
**AUG 23 '78**  
WATER RESOURCES  
STATE ENGINEER  
COLO.

WELL OWNER Walter L. Stonehocker

N. 2. W. ¼ of the N. 2. W. ¼ of Sec. 9

ADDRESS 3200 E. 112 Ave., Northglenn, Colo.  
80233

T. 7 S. 80 R. 51 W. 6 P.M.

DATE COMPLETED July 27, 19 76

#### HOLE DIAMETER

28 in. from 0 to 184 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 134 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Perforated Casing

Size 16 & kind steel from 134 to 184 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot & pea

Interval 20' to 184

#### TEST DATA

Date Tested Aug. 5, 1976, 19 \_\_\_\_\_

Static Water Level Prior to Test 122 ft.

Type of Test Pump airbine

Length of Test 5 hrs

Sustained Yield (Metered) 1200 GPM

Final Pumping Water Level 160

#### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	top soil	
1	30	clay	
30	60	sand & clay	
60	80	clay	
80	100	clay & rock	
100	110	gravel	
110	120	clay & rock	
120	125	clay & sand	
125	150	gravel	1
150	155	clay & sand	25
155	175	gravel	2
175	184	shale	20

122 53  
175 48

TOTAL DEPTH 184'

Use additional pages necessary to complete log.

# PARCEL #1B - WELL PERMIT #18551-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 18551FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 3, 1974

Use: IRRIGATION

Name of Claimant: WALTER L. STONEHOCKER

Location of well: NW1/4 of the NE1/4 of Section 9, Township 7 S,  
Range 51 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1200 gallons per minute


Number of acres which may be irrigated: 160 acres

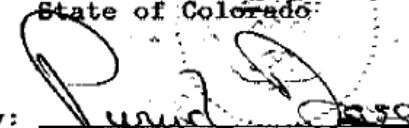
Description of acres irrigated: NE1/4 OF SEC 9, T7S, R51W

Totalizing Flow Meter: Meter may be required

Done this 21<sup>st</sup> day of December, 1992

15600 Holly St.  
Brighton, CO.  
80601  
(Tax Assessors Office)

  
Hal D. Simpson  
State Engineer,  
State of Colorado

By:   
Purushottam Dass, Chief  
Designated Basins Branch

# WELL TEST - Permit #18551 - FP



DMW WELL & PUMP SERVICE  
A DIVISION OF DUERST MACHINE WORKS  
P.O. BOX 99 \* BURLINGTON, CO 80807  
719-346-5348 \* FAX 719-346-7029  
COLORADO LIC. #1136 & #1278  
KANSAS LIC. #633

*Brighton Farms*

*Well test*

*10-7-21*

*Permit # 18551-FP WDID 4906031 NE 1/4-9-75-51W*

*192' total depth (log) static water level 143' (10-7-21)*

*Test after 2 hours run time*

*554.4 GPM 24 PSI 122' Pumping level*

*one amps 66.4 one volts 486*

*53.1 % Wire to Water efficiency*

*75HP Aurora Motor 89.3 full load amps*

*8" Johnston base*

*Test was done as control valve was set  
valve was open*

*Jerry T. Hudnell CWD/PI*

# WELL LOG - Permit #18551 - FP

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

## COLORADO DIVISION OF WATER RESOURCES

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

### WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 018551-F

**RECEIVED**  
**AUG 23 76**  
WATER RESOURCES  
STATE ENGINEER  
C.D.

WELL OWNER Walter L. Stonehooker N.W. ¼ of the N.E. ¼ of Sec. 9

ADDRESS 3200 E. 112 Ave., Northglenn, Colo. 80233 T. 7 S. R. 51 W. 6 P.M.

DATE COMPLETED July 19, 19 76 HOLE DIAMETER

28 in. from 0 to 192 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 142 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### Perforated Casing

Size 16 & kind steel from 142 to 192 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot&pea

Interval 20' to 192'

#### TEST DATA

Date Tested July 28, 1976, 19 \_\_\_\_\_

Static Water Level Prior to Test 134 ft.

Type of Test Pump turbine

Length of Test 6 hrs

Sustained Yield (Metered) 1200 GPM

Final Pumping Water Level 184'

#### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	
1	55	clay	
55	90	sand&clay	
90	100	gravel	
100	115	clay&rock	
115	120	gravel	
120	145	clay&rock	
145	180	gravel	
180	182	clay	
182	188	gravel	
188	192	shale	

134 / 54  
186 / 41

TOTAL DEPTH 192'

Use additional pages necessary to complete log.

# PARCEL #1C - WELL PERMIT #18549-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 18549FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 3, 1974

Use: IRRIGATION

Name of Claimant: WALTER L STONEHOCKER

Location of well: NW1/4 of the NW1/4 of Section 10, Township 7 S,  
Range 51 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

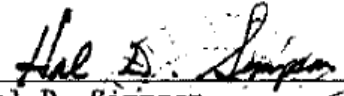
Maximum pumping rate: 900 gallons per minute

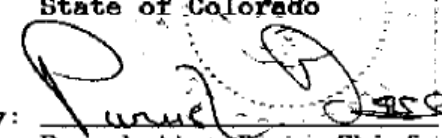
Number of acres which may be irrigated: 160 acres

Description of acres irrigated: NW1/4 OF SEC 10, T7S, R51W

Totalizing Flow Meter: Meter may be required

Done this 21<sup>st</sup> day of December, 1992

  
Hal D. Simpson  
State Engineer,  
State of Colorado

By:   
Purushottam Dass, Chief  
Designated Basins Branch

## WELL TEST - Permit #18549 - FP



DMW WELL & PUMP SERVICE  
A DIVISION OF DUERST MACHINE WORKS  
P.O. BOX 99 \* BURLINGTON, CO 80807  
719-346-5348 \* FAX 719-346-7029  
COLORADO LIC. #1136 & #1278  
KANSAS LIC. #633

*Brighton Farms*

*Well test*

*10-7-21*

*Permit # 18549-FP WD109036550 NW 1/4-10-75-51W*

*156' total depth (log) static water level 118' (10-7-21)*

*test after 2 hours run time*

*525.8 GPM 20 PSI 135' Pumping level*

*ave amps 65.8 ave. Volts 487.6*

*42.6 % Wire to Water efficiency*

*75 HP GE Motor full load amps 90*

*8" Johnston base*

*Test was done as control valve was set  
valve was open*

*Jerry T. Hudnell CWD/PI*

# WELL LOG - Permit #18549 - FP

THIS FORM MUST BE SUBMITTED  
WITHIN 30 DAYS OF COMPLETION  
OF THE WORK DESCRIBED HERE-  
ON. TYPE OR PRINT IN BLACK  
INK.

## COLORADO DIVISION OF WATER RESOURCES

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

### WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 018549-F

**RECEIVED**  
*fr*  
**AUG 23 '76**  
WATER RESOURCES  
STATE ENGINEER  
1520

WELL OWNER Walter L. Stonehooker

N.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Sec. 20

ADDRESS 3200 E. 112 Ave., Northglenn, Colo.

T. 7 S. R. 51 W. 6 P.M.

DATE COMPLETED July 31, 1976

#### HOLE DIAMETER

28 in. from 0 to 156 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 106 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### Perforated Casing

Size 16 & kind steel from 106 to 156 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot&pea

Interval 20' to 156'

#### TEST DATA

Date Tested Aug. 6, 1976, 19\_\_

Static Water Level Prior to Test 113 ft.

Type of Test Pump turbine

Length of Test 6 hrs

Sustained Yield (Metered) 900 GPM

Final Pumping Water Level 152'

#### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	
1	40	clay	
40	80	sand&clay	
80	100	sand	
100	110	sand&rock	
110	120	clay&rock	
120	125	clay	
125	130	gravel	
130	135	clay&rock	
135	150	gravel	
150	156	shale	

113/37  
150/20

TOTAL DEPTH 156'

Use additional pages necessary to complete log.

# PARCEL #2 - WELL PERMIT #18552-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 18552FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: May 3, 1974

Use: IRRIGATION

Name of Claimant: WALTER L STONEHOCKER

Location of well: NW1/4 of the SE1/4 of Section 9, Township 7 S,  
Range 51 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 900 gallons per minute

Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 OF SEC 9, T7S, R51W

Totalizing Flow Meter: Meter may be required

Done this 21st day of December, 1992

15600 Holly St.  
Brighton, CO.  
80601

(Tax Assessor's Office)

*Hal D. Simpson*  
Hal D. Simpson  
State Engineer  
State of Colorado

By: *Purushottam Dass*  
Purushottam Dass, Chief  
Designated Basins Branch

# WELL TEST - Permit #18552 - FP



DMW WELL & PUMP SERVICE  
A DIVISION OF DUERST MACHINE WORKS  
P.O. BOX 99 \* BURLINGTON, CO 80807  
719-346-5348 \* FAX 719-346-7029  
COLORADO LIC. #1136 & #1278  
KANSAS LIC. #633

*Brighton Farms*

*Well test* *10-7-20*

*Permit #18552-FP WDID 4906032 SE 1/4-9-75-51W*

*183' total depth (log) static water level 141' (10-7-20)*

*test after 2 hours run time*

*523.5 GPM 28 PSI Pumping level 161'*

*one amps 73.4 one Volts 476*

*64.6 % Wire to Water efficiency*

*75HP GE Motor full load amps 93*

*8" Johnston base*

*test was done as control valve was set  
valve was open*

*Jerry T. Hudnell CWD/PI*

# WELL LOG - Permit #18552 - FP

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

## COLORADO DIVISION OF WATER RESOURCES

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

### WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 018552-F

**RECEIVED**  
**AUG 23 '76**  
WATER RESOURCES  
STATE ENGINEER  
C.D.R.

WELL OWNER Walter L. Stonahocker N.W. % of the S.E. % of Sec. 9

ADDRESS 3200 E. 112 Ave., Northglenn, Colo. T. 7 S. R. 51 W. 6 P.M.  
80233

DATE COMPLETED Aug. 20, 1976 19   

**RECEIVED**

**SEP 20 '76**

WATER RESOURCES  
STATE ENGINEER  
C.D.R.

#### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top Soil	
1	20	sand & clay	
20	140	sand & rock	
140	145	sand	
145	155	rock & sand	
155	165	gravel	
165	168	rock	
168	178	sand & gravel	
178	183	shale	
TOTAL DEPTH <u>183'</u>			

Use additional pages necessary to complete log.

#### HOLE DIAMETER

28 in. from 0 to 183 ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_ ft.

DRILLING METHOD Reverse Rotary

CASING RECORD: Plain Casing

Size 16 & kind steel from 0 to 148 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### Perforated Casing

Size 16 & kind steel from 148 to 183 ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

Size \_\_\_\_\_ & kind \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ ft.

#### GROUTING RECORD

Material clay

Intervals 0 to 20'

Placement Method manual

GRAVEL PACK: Size Buckshot & pea

Interval 20' to 183'

#### TEST DATA

Date Tested \_\_\_\_\_, 19   

Static Water Level Prior to Test 134 ft.

Type of Test Pump \_\_\_\_\_

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

Sustained Yield (Metered) \_\_\_\_\_

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

# TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016

**Transaction Identification Data for reference only:**

Issuing Agent: Kit Carson County Abstract Co.  
Issuing Office: 1451 Senter Ave, Burlington, CO 80807  
ALTA® Universal ID:  
Loan ID Number:  
Commitment Number: 11785  
Issuing Office File Number: 11785  
Property Address: "

## SCHEDULE A

1. Commitment Date: September 9, 2021 at 08:00 AM
2. Policy to be issued:  
(a) ALTA® ALTA Own. Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount:
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 Commitment Date vested in:  
Brighton Farm, LLC, a Colorado Limited Liability Company
5. The Land is described as follows:  
TOWNSHIP 7 SOUTH, RANGE 51 WEST of the 6th PRINCIPAL MERIDIAN, KIT CARSON COUNTY, COLORADO  
Section 9: E½ and NW¼  
Section 10: NW¼

## Chicago Title Insurance Company

By: Cody R. Pettibone  
Kit Carson County Abstract Co.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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



(11785.PFD/11785/3)

**SCHEDULE B**  
(Continued)

Commitment Number: 11785

**SCHEDULE B, PART II**  
**Exceptions**

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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, 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) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceeding by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
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, whether or not the matters excepted under, (a), (b) or (c) are shown by the Public Records.
8. All taxes and assessments now a lien and payable.
9. Consequences of inclusion in the Flagler Fire Protection District, the Arickaree Ground Water Management District, the Flagler Soil Conservation District, the Flagler Cemetery District, the Kit Carson County Health Service District as regulatory and tax levying agencies.
10. A resolution of the Board of County Commissioners authorizing a facility tax waste disposal sites in said County, recorded in Book 594 at Page 67.
11. Concerning Senate Bill 172 establishing procedures for the protection of underground facilities from damage caused by excavation work, filed by Eastern Slope Rural Telephone Association, Mountain Bell, by Peoples Natural Gas Company, by K.C.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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 counter-signature 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



(11785.PFD/11785/14)

**SCHEDULE B**  
(Continued)

Commitment Number: 11785

Electric Association.

12. Rights-of-way for existing roads, ditches, flumes, pipes, pipelines, water and sewer lines, telephone lines and electric power lines and easements therefore insofar as the same might effect the subject real property.
13. Resolution of the Board of County Commissioners concerning the provisions of C.R.S. 24-65.1-203(b) Hazardous Waste Sitings Act, recorded in Book 648 at Page 648.
14. Unreleased Oil and Gas Leases of record and any other instruments pertaining to minerals and mineral rights, insofar as the same might effect the subject real property.
15. All water, water rights, ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights appurtenant to and used upon said lands are specifically excepted from coverage, whether or not shown by the public records.
16. Reservations contained in those patents issued by the United State of America, recorded in Book 70 at Page 372, covering the SE4 9-7-51; Book 84 at Page 58, covering the NW4 9-7-51; and Book 84 at Page 106, covering the NW4 10-7-51 and NE4 9-7-51.
17. The Board of County Commissions declared that each and all of the section lines as well as those running north and south, as those running east and west, be and are each and all of them hereby declared to be public highways, dated 7-8-1887 under Reception No. 4944.
18. Concerning the Land Subdivision Regulations of Kit Carson County, Colorado, filed October 14, 1997 at Document No. 518458.
19. Any loss or damage arising from the fact that the fence lines on or near the perimeter of the subject real property do not coincide with the exact property lines.
20. Subject to the rights of parties in possession of the subject property under unrecorded leases and any claims thereunder.
21. Reservation in Special Warranty Deed executed by Stonehocker Farms, LLC to Brighton Farm, LLC, dated September 3, 2011 and recorded April 1, 2013 at Document No. 562740, reserving unto grantor all oil, gas and other minerals in, on and under and that maybe produced from the E2 & NW4 9, and NW4 10-7-51, with the right of ingress and egress and any assignments thereof or interest therein.
  - Mineral Deed from Stonehocker Farms, LLC to Brighton Farm, LLC, recorded August 20, 2021 at Document No. 00584177.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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 counter-signature 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



(11785.PFD/11785/14)

288631

In the Matter of the formation of the "Flagler Rural Fire Protection District," under the provisions of Chapter 130 of the Sessions Laws of Colorado, 1941.

Filed by record Aug. 17, 1948.

IN THE DISTRICT COURT

County of Kit Carson

State of Colorado

Civil Action No. 3880

July 12, 1948.

DECREE

Now on this day the above cause comes on for hearing on the petition for formation of "Flagler Rural Fire Protection District" filed with this court on June 11, 1948, and pursuant to order of Court, entered on said date, and the Court having examined the files finds as follows, to wit:

1. That petitions for formation signed by eighty-two purported electors were filed and presented to Court June 11, 1948.

2. That an order was entered on June 11, 1948, setting date for hearing and providing for publication of notice required by law in the "Flagler News," and that said publication was made weekly from June 17, 1948, to July 8, 1948, inclusive.

3. That a copy of above notice has been mailed to County Commissioners of said county and to Board of Trustees of Town of Flagler, Incorporated, as evidenced by files of Court.

4. That a cash bond for \$520.00 for payment of all costs of proceedings has been filed with the Court as required by law.

5. That no protesting petition has been filed and no appearance in protest has been entered.

6. That under the provisions of the above cited statutes the court ought to exclude from said District all tracts or parcels of real estate used for manufacturing, mining, railroad or industrial purposes, together with the buildings, improvements, machinery, and equipment thereon and together with all personal property situate upon the real estate not included in said District, together with all real estate within the boundaries of the Town of Flagler, Incorporated.

7. That petitioners have in each and every respect complied with the provisions of Chapter 130, Session Laws of 1941, and Court has full jurisdiction in the subject matter of this action and cause is now ready to be heard.

Thereupon upon application of the petitioners, this cause proceeds to hearing upon the evidence and testimony in support of the said petition and the Court having heard the evidence and testimony, and having examined the exhibits in support thereof, and having heard the arguments of counsel and now being fully advised finds as follows, to-wit:

1. That petitioners are entitled to Decree, prayed for in petition, for the formation of "Flagler Rural Fire Protection District" under the provisions of Chapter 130 of the Session Laws of Colorado, 1941.

2. That allegations in petition are true and fully sustained by the evidence.

3. That more than fifty tax paying electors within the proposed district, as defined by aforesaid act, have signed the petition presented herein, and that the petition and the petitioners in every case complies with the law in such case made and provided and that there has been filed herein adequate security for payment of costs as is required by law.

4. That there should be excluded from the territory within the said district all of the lands included within the boundaries of the Incorporated Town of Flagler, Colorado, together with all lands and real estate used for manufacturing, mining, railroad or industrial purposes and together with the buildings, improvements, machinery and equipment thereon and all personal property situate upon any real estate excluded from the district.

5. That Court has full jurisdiction of subject matter of this action and that said District ought to be formed and created by Judgment, Order and Decree of Court.

ORDERED, ADJUDGED AND DECREED BY THESE PRESENTS, that Flagler Rural Fire Protection District is formed and declared organized as of the date of this decree and that the corporate name shall be "Flagler Rural Fire Protection District," and that from the date of this decree it shall be known as such in all proceedings; and boundaries of said district shall be as follows:

All of the land and real estate in Kit Carson County, Colorado in Ranges Fifty (50), and Fifty-one (51), West of the Sixth Principal Meridian, excepting the territory included within the boundaries of the incorporated Town of Flagler, Colorado (above territory described by metes and bounds also), and real estate within the above boundaries used for manufacturing, mining, railroad or industrial purposes, together with the buildings, improvements, machinery, equipment thereon having as assessed valuation in excess of twenty-five thousand and no/100 Dollars and together with all personal property situate upon any such real estate and all personal property situate on lands within the boundaries of the Town of Flagler, Incorporated.

FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that the following named persons are the first board of directors of said district for the period set forth:

Alfred McGahen—to hold office until first biennial election.

Elmer Kueker—to hold office for two years after first biennial election.

F. S. Grimes—to hold office until four years after first biennial election.

Further ordered that each of above named directors post surety bond in amount of \$1000.00 conditioned for faithful performance in a form to be fixed by court and thereafter said board shall organize in a manner as required by law.

FURTHER ORDERED, ADJUDGED AND DECREED that Flagler Rural Fire Protection District from and after this date is and by these presents declared to be and shall remain a governmental subdivision of State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation and all powers, rights, duties and authority conferred upon it by provisions of Chapter 130, Colorado Session Laws of 1941, together with any and all powers necessary, incidental or proper for the carrying out of the purposes for which said District is formed.

Costs of action ordered to be paid by board of directors, from first funds collected.

STATE OF COLORADO }  
County of Kit Carson } ss.

By the Court,  
JOHN M. MEIKLE,  
District Judge.

Certified true copy, August 17, 1948

By MABEL BOGER,

Clerk of the District Court.

By WYATT BOGER, Deputy.

(SEAL)

BEFORE THE GROUND WATER COMMISSION  
OF THE STATE OF COLORADO

IN THE MATTER OF THE )  
ARIKAREE GROUND WATER ) FINAL ORDER AND DECREE  
MANAGEMENT DISTRICT )

This matter having come on for hearing before the Ground Water Commission of the State of Colorado, in a meeting held on December 13, 1967, in the National Guard Armory, Burlington, Colorado, after being fully advised, the Ground Water Commission does hereby make the following order and decree:

1. The name of the ground water management district shall be the Arikaree Ground Water Management District.

2. The boundaries of the Arikaree Ground Water Management District and the twelve divisions thereof are, as follows:

All of the following are west of the 6th P.M. T. 1 S., R. 42 W., Sections 15, 21, 22 and 27 thru 34 (incl.) -- T. 2 S., R. 42 W., All Sections -- T. 2 S., R. 43 W., Sections 1, 2 and 10 thru 36 (incl.) -- T. 2 S., R. 44 W., Sections 24, 25, 26, 34, 35 and 36 -- T. 3 S., R. 42 W. thru R. 46 W. (incl.) All Sections -- T. 3 S., R. 47 W., Sections 12, 13, 14, 15, 21 thru 29 (incl.) and 31 thru 36 (incl.) -- T. 4 S., R. 42 W. thru R. 48 W. (incl.), All Sections -- T. 4 S., R. 49 W., Sections 12, 13, 14, 15 and 19 thru 36 (incl.) -- T. 4 S., R. 50 W., Sections 19 thru 36 (incl.) -- T. 4 S., R. 51 W., Sections 19 thru 36 (incl.) -- T. 4 S., R. 52 W., Sections 19 thru 36 (incl.) -- T. 4 S., R. 53 W., Sections 20 thru 36 (incl.) -- T. 5 S., R. 42 W. thru R. 53 W. (incl.), All Sections -- T. 5 S., R. 54 W., Sections 11 thru 16 (incl.) and Sections 19 thru 36 (incl.) T. 5½ S., R. 44 W., Sections 31 and 32 -- T. 5½ S., R. 45 W. thru R. 50 W. (incl.), All Sections -- T. 6 S., R. 44 W., Sections 5 and 6 -- T. 6 S., R. 45 W., Sections 1 thru 10 (incl.) and 16 thru 20 (incl.) -- T. 6 S., R. 46 W. thru R. 54 W. (incl.), All Sections -- T. 6 S., R. 55 W., Sections 1, 2, 3, 10 thru 16 (incl.), and 20 thru 36 (incl.) -- T. 7 S., R. 46 W., Sections 5, 6, 7 and 8 -- T. 7 S., R. 47 W., Sections 1 thru 21 (incl.), 30 and 31 -- T. 7 S., R. 48 W. thru R. 55 W. (incl.), All Sections -- T. 7 S., R. 56 W., Sections 1, 2, 3, 4, 9 thru 16 (incl.), and 21 thru 36 (incl.) -- T. 8 S., R. 48 W., Sections 1 thru 12 (incl.), 14 thru 23 (incl.), and 27 thru 32 (incl.) -- T. 8 S., R. 49 W., Sections 1 thru 33 (incl.), 34 (except that portion lying within the city limits of the town of Seibert), 35 and 36 -- T. 8 S., R. 50 W. thru R. 55 W. (incl.), All Sections -- T. 8 S., R. 56 W., Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, and 12 -- T. 9 S., R. 52 W., All Sections -- T. 9 S., R. 53 W., Sections 1 thru 31 (incl.), 34, 35 and 36 -- T. 9 S., R. 54 W., Sections 1 thru 26 (incl.) and 36 -- T. 9 S., R. 55 W., Sections 1, 2, 3, 4, 11, 12, and 13.

Division 1: T. 1 S., R. 42 W., Sections 15, 21, 22 and 27 thru 34 (incl.) -- T. 2 S., R. 42 W., All Sections -- T. 2 S., R. 43 W., Sections 1, 2 and 10 thru 36 (incl.) -- T. 2 S., R. 44 W., Sections 24, 25, 26, 34, 35 and 36 -- T. 3 S., R. 42 W. thru R. 44 W. (incl.), All Sections. All in Yuma County, Colorado.

Division II: T. 4 S. and T. 5 S., R. 42 W. thru R. 44 W. (incl.), All Sections. All in Yuma County, Colorado.

Division III: T. 3 S. and T. 4 S., R. 45 W. and R. 46 W., All Sections -- T. 5 S., R. 45 W., All Sections. All in Yuma County, Colorado.

Division IV: T. 3 S., R. 47 W., Sections 12, 13, 14, 15, 21 thru 29 (incl.) and 31 thru 36 (incl.) -- T. 4 S., R. 47 W. and R. 48 W., All Sections -- T. 5 S., R. 46 W. thru R. 48 W. (incl.), All Sections. All in Yuma County, Colorado.

Division V: T. 5 $\frac{1}{2}$  S., R. 44 W., Sections 31 and 32 -- T. 5 $\frac{1}{2}$  S., R. 45 W. thru R. 48 W., All Sections -- T. 6 S., R. 44 W., Sections 5 and 6 -- T. 6 S., R. 45 W., Sections 1 thru 10 (incl.) and 16 thru 20 (incl.) -- T. 6 S., R. 46 W. thru R. 48 W. (incl.), All Sections -- T. 7 S., R. 46 W., Sections 5, 6, 7 and 8 -- T. 7 S., R. 47 W., Sections 1 thru 21 (incl.), 30 and 31 -- T. 7 S., R. 48 W., All Sections -- T. 8 S., R. 48 W., Sections 1 thru 12 (incl.), 14 thru 23 (incl.), and 27 thru 32 (incl.). All in Kit Carson County, Colorado.

Division VI: T. 5 $\frac{1}{2}$  S., R. 49 W. and R. 50 W., All Sections -- T. 6 S. thru T. 8 S. (incl.) R. 49 W., All Sections -- T. 6 S. thru T. 8 S. (incl.), R. 50 W., Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36 in each township, except that portion of the town of Seibert lying in section 34, T. 8 S., R. 49 W. All in Kit Carson County, Colorado.

Division VII: T. 6 S. thru T. 8 S. (incl.), R. 50 W., Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33 in each township -- T. 6 S. thru T. 8 S. (incl.), R. 51 W., All Sections. All in Kit Carson County, Colorado.

Division VIII: T. 4 S., R. 49 W., Sections 12, 13, 14, 15 and 19 thru 36 (incl.) -- T. 4 S., R. 50 W., Sections 19 thru 36 (incl.) -- T. 4 S., R. 51 W., Sections 19 thru 36 (incl.) -- T. 5 S., R. 49 W. thru R. 51 W. (incl.), All Sections. All in Lincoln County, Colorado.

*Washington Xm*

Division IX: T. 4 S., R. 52 W., Sections 19 thru 36 (incl.) -- T. 4 S., R. 53 W., Sections 20 thru 36 (incl.) -- T. 5 S., R. 52 W. and R. 53 W., All Sections -- T. 5 S., R. 54 W., Sections 11 thru 16 (incl.) and 19 thru 36 (incl.). All in Lincoln County, Colorado.

*Washington Xm*

Division X: T. 6 S. thru T. 9 S., R. 52 W., All Sections -- T. 9 S., R. 53 W., W.  $\frac{1}{2}$  Section 1, Section 2 thru 11 (incl.), W.  $\frac{1}{2}$  Section 12 and Sections 13 thru 31 (incl.) and Sections 34, 35 and 36. All in Lincoln County, Colorado.

Division XI: T. 6 S., R. 53 W. and R. 54 W., All Sections -- T. 6 S., R. 55 W., Sections 1, 2, 3, 10 thru 16 (incl.) and 20 thru 36 (incl.) -- T. 7 S., R. 53 W., All Sections -- T. 8 S., R. 53 W., All Sections -- T. 9 S., R. 53 W., E.  $\frac{1}{2}$  Section 1 and E.  $\frac{1}{2}$  Section 12. All in Washington County, Colorado.

*Lincoln Xm*

Division XII: T. 7 S., R. 54 W. and R. 55 W., All Sections -- T. 7 S., R. 56 W., Sections 1, 2<sup>39</sup>, 3, 4, 9 thru 16 (incl.) and 21


thru 36 (incl.) -- T. 8 S., R. 54 W. and R. 55 W., All Sections --  
T. 8 S., R. 56 W., Sections 1 thru 6 (incl.), 9, 10, 11 and 12 --  
T. 9 S., R. 54 W., Sections 1 thru 26 (incl.) and 36 -- T. 9 S.,  
R. 55 W., Sections 1, 2, 3, 4, 11, 12 and 13. All in Washington  
County, Colorado. *incl. 17 & 18*

3. The members of the Board of Directors and the Division  
which they represent are, as follows:

Division I: Lawrence Crites, Wray, Colorado  
Division II: Ray M. Wiley, Hale, Colorado  
Division III: C. C. Wingfield, Kirk, Colorado  
Division IV: David G. Idler, Kirk, Colorado  
Division V: Ernest Larry McArthur, Stratton, Colorado  
Division VI: Alvin William Kasten, Vona, Colorado  
Division VII: Marion A. Kyle, Flagler, Colorado  
Division VIII: Walter W. Laybourn, Cope, Colorado  
Division IX: Lane C. McCaleb, Flagler, Colorado  
Division X: E. A. Cockreham, Arriba, Colorado  
Division XI: Louie H. Miller, Arriba, Colorado  
Division XII: Lee M. Thompson, Limon, Colorado

4. It is further ordered and decreed that the requirements of  
Articles 148-18-18, 148-18-19, 148-18-20, 148-18-21, 148-18-22, and  
148-18-23, CRS 1963, have been fulfilled and said information showing  
the fulfillment of said articles is on file in the offices of this  
Commission.

5. The Commission further orders and decrees that the Arikaree  
Ground Water Management District is a governmental subdivision of the  
State of Colorado and a body corporate with all the powers set forth  
in Chapter 148-18, CRS, 1963.

  
Simon F. Elliot, Chairman  
Colorado Ground Water Commission

Declared a corporation by the board this 8th day of January, 1968.

STATE  
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#360016

OFFICE OF THE SECRETARY OF STATE

UNITED STATES OF AMERICA,  
STATE OF COLORADO.

ss.

CERTIFICATE.

*I, Byron A. Anderson, Secretary of State  
of the State of Colorado, do hereby certify that*

the outer boundaries of the Flagler Soil Conservation  
District, heretofore and on the 22nd day of June, 1951,  
declared by the Secretary of State to be a lawful Soil  
Conservation District under the provisions of the  
Colorado State Soil Conservation Act, have been changed  
in accordance with the legal description hereto attached. . . . .

. . . . . IN TESTIMONY WHEREOF *I have hereunto  
set my hand, and affixed the Great  
Seal of the State of Colorado, at the  
City of Denver, this -----Third-----  
day of -----June----- A. D. 1963*

*Byron A. Anderson*  
\_\_\_\_\_  
SECRETARY OF STATE

LEGAL DESCRIPTION

FLAGLER SOIL CONSERVATION DISTRICT

All of T5 $\frac{1}{2}$ S, Ranges 48, 49, 50 West of 6 Principal Meridian  
All of T6S, Ranges 48, 49, 50, 51 W of 6 P.M.  
All of T7S, Ranges 48, 49, 50, 51 W of 6 P.M.  
All of T8S, Ranges 48, 49, 50, 51 W of 6 P.M.  
All of T9S, Ranges 48, 49, 50, 51 W of 6 P.M.  
All of T10S, Ranges 48, 49, 50, 51 W of 6 P.M.  
All of T11S, Ranges 48, 49, 50, 51 W of 6 P.M.  
T6S, R52W - W $\frac{1}{2}$  Sec 19; SW $\frac{1}{4}$  Sec 29; S $\frac{1}{2}$ , NW $\frac{1}{4}$  Sec 30; All of Sec 31  
T7S, R52W - All of Sec 34

Exclude all incorporated municipalities and all areas devoted exclusively to commercial or industrial uses.

And expressly exclude the following parcels of land:

T6S, R48W - N $\frac{1}{2}$  Sec 15; S $\frac{1}{2}$ , NE $\frac{1}{4}$  Sec 22; N $\frac{1}{2}$ , SW $\frac{1}{4}$  Sec 23; N $\frac{1}{2}$ , SW $\frac{1}{4}$  Sec 26; E $\frac{1}{2}$  Sec 32; All of Sec 33  
T7S, R48W - E $\frac{1}{2}$  Sec 5; E $\frac{1}{2}$  Sec 13; S $\frac{1}{2}$  Sec 14; N $\frac{1}{2}$ , SE $\frac{1}{4}$  Sec 23; All of Sec 24  
T8S, R48W - E $\frac{1}{2}$  Sec 1; S $\frac{1}{2}$  Sec 9; N $\frac{1}{2}$ , SW $\frac{1}{4}$  Sec 15; SE $\frac{1}{4}$  Sec 20; NE $\frac{1}{4}$  Sec 29; SE $\frac{1}{4}$  Sec 35  
T9S, R48W - W $\frac{1}{2}$  Sec 1; E $\frac{1}{2}$  Sec 2; SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$  Sec 3; SE $\frac{1}{4}$  Sec 8; S $\frac{1}{2}$ , NE $\frac{1}{4}$  Sec 9; N $\frac{1}{2}$ , SW $\frac{1}{4}$  Sec 10; E $\frac{1}{2}$  Sec 12; W $\frac{1}{2}$  Sec 15; S $\frac{1}{2}$ , NE $\frac{1}{4}$  Sec 17; N $\frac{1}{2}$  Sec 20; S $\frac{1}{2}$ , NW $\frac{1}{4}$  Sec 24; All of Sec 25; SW $\frac{1}{4}$  Sec 31  
T10S, R48W - E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$  Sec 1; All of Secs 4, 6; S $\frac{1}{2}$ , NE $\frac{1}{4}$  Sec 7; N $\frac{1}{2}$  Sec 8; NW $\frac{1}{4}$  Sec 9; NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  Sec 10  
T11S, R48W - NW $\frac{1}{4}$  Sec 1; SE $\frac{1}{4}$  Sec 2; S $\frac{1}{2}$  Sec 4; E $\frac{1}{2}$  Sec 10; All of Sec 14; E $\frac{1}{2}$  Sec 15  
T6S, R49W - SW $\frac{1}{4}$  Sec 14; All of Sec 19  
T7S, R49W - SW $\frac{1}{4}$  Sec 1  
T9S, R49W - E $\frac{1}{2}$  Sec 30; S $\frac{1}{2}$  Sec 33  
T10S, R49W - All of Secs 1, 4, 29; E $\frac{1}{2}$ NE $\frac{1}{4}$  Sec 5; N $\frac{1}{2}$  Sec 9  
T11S, R49W - S $\frac{1}{2}$  Sec 21  
T7S, R50W - W $\frac{1}{2}$  Sec 27  
T11S, R51W - S $\frac{1}{2}$  Sec 14; E $\frac{1}{2}$  Sec 22; All of Secs 23, 25, 26, 27, 28, 33, 34, 35

Total area of the District is 532,120 acres more or less.



292504

Flagler Cemetery District  
Book 342, Page 74  
July 9, 1949.

## RESOLUTION

A resolution providing for the creation of a Cemetery District within the County of Kit Carson, State of Colorado, to be known as "Flagler Cemetery District," as authorized under the provisions of Chapter 91 of the Session Laws of Colorado, 1945, defining the boundaries thereof and appointing members of the first Board of Directors of said District.

WHEREAS, the Board of County Commissioners of the County of Kit Carson in the State of Colorado are authorized and empowered under the provisions of Chapter 91 of the Session Laws of Colorado, 1945, to establish by Resolution a Cemetery District within said county, or a portion thereof, provided that the terms and conditions specifically set forth in the aforesaid Act are fully complied with; and

WHEREAS, a petition for the creation of such a Cemetery District, to be known as "Flagler Cemetery District," has heretofore been presented to this Board; and

WHEREAS, this Board has heretofore carefully examined said petition and has found as follows, to-wit:

- (a) That the said petition sets forth the name of the proposed Cemetery District.
- (b) That the said petition sets forth a description of the boundaries thereof;
- (c) That the said petition sets forth the name of three taxpaying electors resident within said district to be appointed as the first board of directors of said proposed district;
- (d) That the said petition prays for the organization of the said district; and
- (e) That the said petition is in fact signed by a majority of the taxpaying electors resident therein, and;
- (f) That the said petition complies in all respects with the provisions and requirements of the aforesaid Act and that the same is regular and in due form as provided by the said Act; and

WHEREAS, public notice has heretofore been given of the filing of the aforesaid petition by publication of such notice in two issues of The Flagler News, a weekly newspaper published in Flagler, Kit Carson County, Colorado, and a hearing on the said petition has been held by this board and the said board is now fully advised in the premises; and

WHEREAS, the said Board has heretofore found that the petitioners are entitled to the resolution prayed for and that Flagler Cemetery District ought to be authorized and created by this Board under their authority as contained in the aforesaid Act.

NOW, THEREFORE, pursuant to the authority contained in Chapter 91 of the Session Laws of Colorado, 1945, and pursuant to the petition for the creation of "Flagler Cemetery District," heretofore presented to this Board, it is hereby ordered and resolved by the Board of County Commissioners of the County of Kit Carson in the State of Colorado, as follows, to-wit:

1. There is hereby created a Cemetery District, authorized under the provisions of Chapter 91 of the Session Laws of Colorado, 1945, within the County of Kit Carson and State of Colorado.
2. That the boundaries of the said Flagler Cemetery District within the County of Kit Carson, Colorado, shall be as follows, to-wit:

Beginning at the Northwest corner of Kit Carson County, Colorado, being the northwest corner of Section Six, Township Six, South, Range Fifty-one, West of the Sixth P. M., as the point of beginning, thence along the north line of Ranges Fifty-one and Fifty to the northwest corner of Section Two, Township Six, South, Range Fifty, West of the Sixth P. M., thence south along the section lines to the southeast corner of Section Thirty-four, Township Ten, South, Range Fifty, West, thence west along the south line of said Section Thirty-four to the northeast corner of Section Three, Township Eleven, South, Range Fifty, West, thence south along the east line of said Section Three and continuing south along the said section lines to the southeast corner of Section Thirty-four, Township Eleven, South, Range Fifty, West, being a point on the south boundary line of Kit Carson County, Colorado, thence West along the south boundary of Kit Carson County, Colorado, to the southwest corner of Kit Carson County, Colorado, being the southwest corner of Section Thirty-one, Township Eleven, South, Range Fifty-one, West, then north along the West boundary line of Kit Carson County, Colorado, to the point of beginning, all in Kit Carson County, Colorado.

3. That there is hereby created a Board of Directors of the Flagler Cemetery District, consisting of three (3) members and that the following named persons each being a taxpaying elector resident within the boundaries of said District are hereby appointed as the members of the first Board of Directors of the said District for the respective terms set forth after the name of each:

J. W. Lipford, of Flagler, Colorado, for a term of six years.

Ray L. Thompson, of Flagler, Colorado, for a term of four years.

Arthur D. Robb, of Flagler, Colorado, for a term of two years.

4. That a certified copy of this order and resolution shall forthwith be filed with the Clerk and Recorder of Kit Carson County, Colorado, and that from and after the filing of the certified copy of this resolution establishing said District with the said Clerk and Recorder, Flagler Cemetery District shall be and remain a body corporate and shall have all of the powers and duties authorized and provided for under the terms and provisions of the aforesaid Act.

5. That all moneys belonging to or collected by or on behalf of the said Cemetery District shall be deposited with the County Treasurer of the County of Kit Carson and kept in a fund known as "Flagler Cemetery District Fund" and the Treasurer of said County is by these presents authorized to make expenditures from said fund upon warrant drawn thereon by the President and Secretary of the said district.

That the members of the first Board of Directors of Flagler Cemetery District shall within ten (10) days file with the Clerk and Recorder of Kit Carson County, Colorado, their acceptances of the appointment made herein, together with an oath similar to the oath required of other county officers and shall immediately thereafter meet for the purpose of the organization of the said board and the election of officers and for the transaction of such other and further business as may properly come before said board.

Passed and adopted by the unanimous vote of all of the members of the Board of County Commissioners of the County of Kit Carson in the State of Colorado, this 6th day of July, A. D. 1949.

THE BOARD OF COUNTY COMMISSIONERS,  
Of the County of Kit Carson in the State of Colorado.

ERNEST L. McARTHUR, Chairman  
REUBEN C. ANDERSON, Commissioner  
EARL BOREN, Commissioner

Certified July 6, 1949, as full, true and complete copy of Resolution adopted by Board of County Commissioners by Mary E. Evans, Clerk and Recorder of Kit Carson County, Colorado, and Ex-officio Clerk of the Board of County Commissioners of said County.

Official Seal affixed.

In the matter of the Organization of the Flagler Sanitation District.  
Filed August 18, 1952.

IN THE DISTRICT COURT IN AND FOR THE  
County of Kit Carson and State of Colorado  
Civil Action No. 4161

## FINDINGS AND ORGANIZATIONAL DECREE

This matter coming on to be heard on the 14th day of August, 1952, upon the Certificate of the Judges of Election heretofore appointed, said election being for the organization of the Flagler Sanitation District, and held the 7th day of August, 1952, and upon the Order of this Court heretofore entered on the 11th day of July, 1952, and the Court having heard the testimony of witnesses and the statements of counsel, having considered documentary evidence, and being fully advised in the premises, DOTH FIND:

1. That a petition for the organization of the said proposed Flagler Sanitation District was heretofore filed and presented to the Court in conformity with the statute in such case made and provided; that the allegations of said petition are true; that said petition is signed by more than ten percent of the taxpaying electors of said proposed District; and that a bond sufficient to cover all costs of expenses which might accrue in this action was duly filed in this Court with security approved by the Court.

2. That the tax rolls of the County of Kit Carson, Colorado, and other testimony and evidence established that there are not more than 204 taxpaying electors within said proposed Flagler Sanitation District, and that at least 43 of the signers of said petition are taxpaying electors within the boundaries of said District as defined by Chapter 253, Session Laws of Colorado, 1949.

3. That notice of hearing on said petition was given for the time and in the manner prescribed by law, and that notice thereof was duly mailed to the Board of County Commissioners of the County of Kit Carson, State of Colorado, and to the Board of Trustees of the Town of Flagler.

4. That no property was excluded from said proposed District by action of this Court: that no property located in any Home Rule Municipal Corporation is included in said proposed District; that there is no municipality having territory within the proposed District, except the Town of Flagler, Colorado; and that the proposed District is situated and located partly within and partly without the boundaries of the Town of Flagler and the County of Kit Carson, State of Colorado.

5. That the question of the organization of said Flagler Sanitation District was by order of this Court duly entered, submitted to the taxpaying electors of said proposed District at an election held at the Public Library Building, Flagler, Colorado, in said District on Thursday, the 7th day of August, 1952.

6. That the polls at said election were kept open from 7:00 o'clock, A.M. until 7:00 o'clock, P.M. of said day, and that said election was held and conducted as nearly as could be in the same manner as general elections in this state; that Cecil Jackson, Eda Elizabeth Walker and Herbert L. Ellis, taxpaying electors of said proposed District, were heretofore, by order of Court, appointed Judges of said election; and that there was no special registration for said election, but for the purpose of determining qualifications of electors, the judges were permitted to use the last official registration lists of electors residing in said District, and were also permitted to use, and could require the execution of, an affidavit concerning the qualification of any elector.

7. That published notice of said election was given, said notice being published in The Flagler News, as provided by Chapter 253, Session Laws of Colorado, 1949, and all amendments thereunto enabling, the first publication thereof occurring more than twenty days prior to the date of said election.

8. That the Judges of said election have duly submitted to this Court and filed herein the returns of said election; that at said election a total of 145 ballots were cast; that 115 of said votes were cast in favor of the organization of said proposed Flagler Sanitation District; that 21 of said votes were cast against said proposed Flagler Sanitation District; that 2 of said ballots were spoiled; and that the majority of said votes were cast in favor of the organization of said proposed District.

9. That at said election Sidney V. Huntzinger received the highest number of votes for Director to serve until the first biennial election; that Clyde B. Coulter and Edmund L. Smith received the highest number of votes for Directors to serve until the second biennial election; and that John C. Straub and F. A. Otteman received the highest number of votes for Directors to serve until the third biennial election.

### IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the said Flagler Sanitation District be, and the same is hereby ordered and declared, duly organized under the laws of the State of Colorado.

2. That the corporate name of said District is, and it shall hereafter be known as the Flagler Sanitation District.

3. That the said Flagler Sanitation District shall have and exercise through its proper officers all of the power and authority conferred upon sanitation districts under and by virtue of the provisions of Chapter 175, Session Laws of Colorado, 1939, Chapter 253, Session Laws of Colorado, 1949, all amendments thereto, and all such power and authority as may hereafter be conferred by law.

4. That the following are, pursuant to vote at said election and by order of this Court, duly designated as the first Board of Directors of said Flagler Sanitation District for the terms set opposite each of their respective names, to-wit:

Sidney V. Huntzinger, To serve until the first biennial election.

Clyde B. Coulter, To serve until the second biennial election.

Edmund L. Smith, To serve until the second biennial election.

John C. Straub, To serve until the third biennial election.

F. A. Otteman, To serve until the third biennial election.

5. That the said District be, and the same is hereby declared, created and established as a governmental subdivision of the State of Colorado, and as a body corporate, with all powers of a public or quasi municipal corporation; that the said Board of Directors herein named shall have, and they are hereby voted with, all the powers, duties and obligations of directors of said Flagler Sanitation District as conferred and provided by Chapter 175, Session Laws of Colorado, 1939, by Chapter 253, Session Laws of Colorado, 1949, all amendments thereto, and as may by law hereafter be provided.

6. That the boundaries of said Flagler Sanitation District and the territory to be included therein is as follows, to-wit:

That portion of Kit Carson County, Colorado, described as follows:

Beginning at the center of Section Two (2), Township Nine (9) south, Range Fifty-one (51) west of the Sixth (6th) Principal Meridian;

thence east along the centerline of First Street, Original Town of Flagler (being Sixth Street according to the 1951 resurvey of the Town of Flagler) to its intersection with the centerline of Montana Avenue, Original Town of Flagler (being Loveland Avenue according to the 1951 resurvey);

thence north a distance of 833.4 feet in White's Second Addition to the Town of Flagler (being along the centerline of Loveland Avenue to its intersection with the centerline of Eighth Street, according to the 1951 resurvey);

thence west a distance of 30 feet and thence north a distance of 485 feet to the center line of North Street, White's Second Addition (being Ninth Street according to the 1951 resurvey);

thence east a distance of 217 feet along the centerline of said North Street to its intersection with the centerline of Kansas Avenue, White's Second Addition (being Loveland Avenue according to the 1951 resurvey); thence south along the centerline of said Kansas Avenue a distance of 25 feet, and thence further east along the centerline of said North Street a distance of 242 feet (being to its intersection with the centerline of the alley in Block 4, White's 2nd Addition, according to the 1951 resurvey, as extended southward);

thence south a distance of 460 feet to the center line of Vivian Street, White's First Addition (being along the centerline of the said alley in Block 4, as extended southward to its intersection with the centerline of Eighth Street, according to the 1951 resurvey);

thence east along the centerline of said Vivian Street to its intersection with the centerline of Colorado Avenue, White's First Addition (being Navajo Avenue according to the 1951 resurvey);

thence north along the centerline of said Colorado Avenue to its intersection with centerline of said North Street;

thence east along the centerline of said North Street to its intersection with the centerline of Iowa Avenue (being Pawnee Avenue, according to the 1951 resurvey);

thence south along the centerline of said Iowa Avenue to its intersection with the centerline of said Vivian Street;

thence east along the centerline of said Vivian Street to its intersection with the centerline of Arkansas Avenue, White's First Addition (being Ruffner Avenue according to the 1951 resurvey);

(OVER)

Recorded at 8:15 A.M. June 13, 1984  
Reception No. 458822 Iva Gross, Recorder

BOOK 594

PAGE 67983

RESOLUTION CREATING EXCLUSIVE  
COUNTY WASTES DISPOSAL SITES  
AND DISPOSAL SITE AND FACILITY  
FUND-TAX

The next item to come before the Board of County Commissioners was the matter of establishing as a public improvement, Solid Wastes Disposal Sites and the advisability of establishing "Disposal Districts" and/or County Solid Wastes Disposal Sites and Facility Fund and Tax for the operation thereof. After the matter was fully discussed and other alternatives possible under the laws of the State of Colorado were reviewed, the Board of County Commissioners did unanimously pass and adopt the following Resolution, to-wit:

"BE IT RESOLVED: That effective this 1st day of May, A. D., 1984, by the authority vested in the Board of County Commissioners of Kit Carson County, Colorado, the Board does, by these presents, determine that in order to protect the health, safety, prosperity, security and general welfare of the inhabitants of the County of Kit Carson, the Board of County Commissioners do hereby establish exclusive County Wastes Disposal Sites located at and upon the following tracts of land situate and being in Kit Carson County, Colorado, to-wit:

(a) Burlington Dump: Located on and being in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Eight (8), South, Range Forty-four (44), West of the Sixth Principal Meridian in Kit Carson County, Colorado.

(b) Stratton Dump: Located on the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Eight (8), South, Range Forty-seven (47), West of the Sixth Principal Meridian in Kit Carson County, Colorado.

(c) Seibert Dump: Located on a narrow strip of land North of the Rail Road Right-of-way, and One and One Half (1 $\frac{1}{2}$ ) miles West of Seibert (one acre) in Section Twenty-seven (27), Township Eight (8), South, Range Forty-nine (49), West of the Sixth Principal Meridian in Kit Carson County, Colorado.

(d) Flagler Dump: Located on the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11), Township Nine (9), South, Range Fifty-one (51), West of the Sixth Principal Meridian in Kit Carson County, Colorado.

BE IT FURTHER RESOLVED that the Board of County Commissioners does, by these presents, create a "County Solid Wastes Disposal Sites and Facility Fund".

BE IT FURTHER RESOLVED that the Board of County Commissioners have the authority to levy a Disposal Site and Facility Tax, in addition to any other tax authorized by law, on the taxable property within the County of Kit Carson, State of Colorado, the proceeds of such tax to be deposited to the credit of said fund and appropriated to pay for the cost of land, labor, equipment and services needed in the operation of the foregoing Disposal Sites and Facility, either by the County or jointly with any municipality affected by the operation thereof, and after a public hearing to fix, modify, and collect service charges from users of such Solid Wastes Disposal Sites and Facility.

BE IT FURTHER RESOLVED that the Board of County Commissioners prepare a budget for the purchase of capital improvements, including but not limited to land, buildings, and equipment necessary in the opinion and discretion of the Board for the operation, either by the County or joint with any municipality affected by the operation thereof, of the annual operation, including but not limited to, costs for labor and service, therefore.

BE IT FURTHER RESOLVED that the Board of County Commissioners establish a mill levy for such capital expenditures and a mill levy for such annual operating expenses for the Disposal Sites in accordance with the budget and that such budget and mill levy be presented at the next annual budget meeting and hearing to be held in 1984, to raise the necessary funds for the budget year of 1985.

BE IT FURTHER RESOLVED that the such operation of the Disposal Sites be continued on a year to year basis, at the pleasure and discretion of the Board of County Commissioners in accordance with the laws and all amendments thereto.

BE IT FURTHER RESOLVED that an unforeseen emergency does exist within the County of Kit Carson and State of Colorado and that by reason of such emergency, that the established Solid Wastes Disposal Sites hereby established throughout the County should be placed in immediate operation in order to protect the health, safety, prosperity, security and general welfare of the inhabitants of Kit Carson County, Colorado and that the Board of County Commissioners appropriate such funds from the Contingent Fund of the County as the Board may deem, in its discretion, necessary to place such Disposal Sites in operation, either by the County or jointly with any municipality affected by the operation thereof, such funds to be deposited in the "County Solid Wastes Disposal Sites and Facility Fund" for immediate use by the Board.

BE IT FURTHER RESOLVED that the Board of County Commissioners is, by these presents, authorized to enter into contracts with municipalities affected by the operation of such Solid Wastes Disposal Sites, for the joint funding and operation of such sites on a year to year basis as provided by law.

BE IT FURTHER RESOLVED that the Board of County Commissioners contact the Department of Health of the State of Colorado to help promulgate rules and regulations for the engineering design and operation for the disposal sites including the disposal methods, containing the minimum standards provided by law, the said rules and regulations or amendments thereto, to become effective after a public hearing is held within the County to review the same."

DATED AT BURLINGTON, COLORADO, this 1st day of May, A.D., 1984.

BOARD OF COUNTY COMMISSIONERS

Edgar Pratt  
Edgar Pratt, Chairman

Bill Hornung  
Bill Hornung, Commissioner

Ted R. Wickham  
Ted R. Wickham, Commissioner

ATTEST:

Joe Gross  
Clerk

STATE OF COLORADO )  
 ) ss.  
County of Kit Carson )

CLERK'S CERTIFICATE

That I, Iva Gross, being the duly elected and qualified County Clerk of Kit Carson County, Colorado, do certify that the above and foregoing is a full, true and complete copy of that part of the minutes of the regular meeting of the Board of County Commissioners of Kit Carson County, Colorado held on the 1st day of May, A.D., 1984 in their office in the Kit Carson County Court House in Burlington, Colorado, and that the Resolution set forth therein is a full, true and complete copy of the Resolution unanimously passed by the Board regarding County Solid Wastes Disposal Sites and the establishment of a Solid Waste Disposal Site and Facility Fund-Tax.

Certified this 1st day of May, A.D., 1984



Iva Gross  
Iva Gross, Clerk and Recorder,  
Kit Carson County, Colorado.

Concerning Senate Bill No. 172-1981 CRS 9-1-5-103 establishing procedures for the protection of underground facilities from damage caused by excavation work.

444295  
Book 573 Page 790  
October 2, 1981

Operator of underground facilities -  
Mountain Bell  
Telephone number of location center - 634-3778  
Address of location center:  
308 East Pikes Peak  
Colorado Springs, Colorado 80903  
Map filed under this number not sufficiently  
clear to locate individual locations

444294  
Book 573 Page 788  
October 2, 1981

Operator of underground facilities -  
Y-W Electric Association, Inc.  
Covers roughly installations in Townships 5 and  
6 from ranges 42 to 49  
Anyone desiring location facilities call Carl  
"Bud Walker, Operations Manager  
250 Main  
Akron, Colorado 80720

444225  
Book 573 Pages 656 to 665  
inclusive  
September 25, 1981

Operator of underground facilities -  
Peoples Natural Gas Company  
Number to call in emergencies:  
Burlington office - 346-5365  
Bob McCulloch - 346-7019  
Ron Pischke - 346-7253  
Glen Davis - 346-7849  
Stratton  
Howard Reeder - 348-5582  
Flagler  
Don North - 765-4617

K. C. Electric Association  
Book 574 Page 404  
November 3, 1981

Write P. O. Box 8, Hugo, Colorado or call Floyd  
Williams - 303-743-2431  
Regular business hours are:  
Monday thru Thursday - 7:00 A. M. thr 5:30 P. M.  
Map included, but identification tough

444824  
Eastern Slope Rural Telephone,  
Association, Inc.  
Book 574 Page 537  
November 12, 1981

Office - P. O. Box 397, Hugo, Colorado  
Phone - 303-743-2441  
Attention Mike Hannigan, Systems Engineer  
743-2460 or 743-2441

449311  
Book 580 Page 483  
September 10, 1982

Plains Cooperative Telephone Association  
Kenneth Johnston, Joes, Colorado  
Newell M. Wilhelms, Joes, Colorado  
N. M. Wilhelms, Manager

416251  
October 20, 1976  
Book 533 Page 985

S & T Telephone Cooperative Association, Inc.,  
a Kansas Corporation  
This Telephone cooperative has underground lines  
in Twp. 7-8-9-10 of Range 42 near the Kansas line.  
While they have filed no notice, I have included  
this as notice of the fact that they have lines  
there.  
Address: Either Colby, Kansas or Brewster, Kansas.

Recorded at 4:10 P.M. June 10, 1991 BOOK 648 PAGE- 648  
 Reception No. 495918 Della M. Calhoun, Recorder

## RESOLUTION NO. 6040

BE IT RESOLVED: That the site selection and development for the disposal of liquid and solid waste as well as liquid or solid hazardous waste by recycling, reclaiming, incineration, processing, or treatment facilities within Kit Carson County, Colorado are activities of state interest in Kit Carson County, Colorado under the provisions of C.R.S. 24-65.1-203(b) and is not preempted by the provisions of the 'Hazardous Waste Siting Act' that same being expressly excluded under the definition of 'Hazardous Waste Disposal'.

BE IT FURTHER RESOLVED: That the foregoing activities of site selection and development declared and designated as activities of state interest shall cover and extend to and include all land and real estate included in the unincorporated portion of Kit Carson County, Colorado. No land and real estate included within any corporate boundaries or limits of any town, municipality or home rule city shall be included in the area heretofore described and subject to the designated activities of state interest.

BE IT FURTHER RESOLVED: That the designated activities of state interest in Kit Carson County, Colorado are so designated because the unincorporated land and real estate located in Kit Carson County, Colorado is used for the production of agriculture products which are produced for human consumption. The uncontrolled selection and development of sites for solid or liquid waste or solid or liquid hazardous waste for disposal by recycling, reclaiming, incineration, processing, or treatment facilities in Kit Carson County impact the overall utility, value, and future of all such lands and would seriously impact the health, wealth, welfare, and safety of the residents and general public of Kit Carson County.

The advantage of a coordinated development of the land in Kit Carson County, Colorado for site selection and development for the designated activities of state interest is primarily for the protection of the needs of agriculture, the rural and residential communities.

BE IT FURTHER RESOLVED: That the Kit Carson County Planning Commission forthwith consider and develop guidelines for the administration of the activities heretofore declared and designated activities of state interest and thereafter develop regulations interpreting and applying such guidelines in relation to such activities of state interest and thereafter present the same to the Board of County Commissioners for presentation to the general public of Kit Carson County at the public hearing. The hearing to be held for the purpose of public comment and review, with the adoption of the same or with modification thereof or rejection thereof by the Board of County Commissioners.

STATE OF COLORADO )  
 ) ss. CLERK'S CERTIFICATE  
 County of Kit Carson )

The undersigned does, by these presents, certify that Resolution No. 6040 was passed by a unanimous vote of the members of the Board of Kit Carson County Commissioners on the 10th day of June, 1991 at 2:25 p.m. and that the above and foregoing is a full, true, and correct copy of the Resolution which was duly passed and recorded at the June 10, 1991 meeting of the Board of Kit Carson County, Colorado Commissioners.

Dated this 10th day of June, A.D., 1991.



*Danny L. Baker*  
 (Deputy) County Clerk

## THE UNITED STATES OF AMERICA.

Certificate No.

Hugo 06937.

To all to Whom these Presents shall come, GREETING:

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

has <sup>been</sup> deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at \_\_\_\_\_ whereby it appears that full payment has been made by the said

Eli Jerome Seely

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

Southeast quarter of section nine township seven south  
 of Range fifty-one West of the Sixth Principal  
 Meridian, Colorado, containing one hundred  
 sixty acres;

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

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said <sup>claimant</sup> ~~claimant~~ and to ~~the~~ <sup>heirs of the said claimant</sup> heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said <sup>claimant</sup> ~~claimant~~ and to ~~the~~ <sup>heirs of the said claimant</sup> heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, \_\_\_\_\_

William H. Taft

President of the

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

GIVEN under my hand, at the City of Washington, the fourteenth  
 day of March, in the year of our Lord one thousand nine hundred and  
Twelve, and of the Independence of the United States the one hundred  
 and thirty-sixth

By the President: \_\_\_\_\_

Wm H Taft

By \_\_\_\_\_

M Ode Roy

Secretary.

Recorded, Colorado Vol. \_\_\_\_\_

Page Patent Number 753659.

A W Sanford

Recorder of the General Land Office.

Filed for Record the \_\_\_\_\_

6th

day of \_\_\_\_\_

Dec

A. D. 1912

at \_\_\_\_\_

o'clock \_\_\_\_\_

M.

A W Miller

Recorder

By \_\_\_\_\_

Eli J Seely

Deputy.

## THE UNITED STATES OF AMERICA.

Hugo. 05721

To all to Whom these Presents shall Come, GREETING:

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

*Ira B. Cunningham*

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

*North West Quarter of Section Nine in  
Township Seven, South of Range Fifty One  
West of the Sixth Principal Meridian, Colorado,  
Containing One Hundred Sixty Acres*

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

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

and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *William H. Taft* President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *sixteenth* day of *December* in the year of our Lord one thousand nine hundred and *twelve* and of the Independence of the United States the one hundred and *thirty seventh*



BY THE PRESIDENT:

By

*Wm H. Taft*  
*M. P. Le Roy*  
*H. H. Sanford*

SECRETARY.

RECORDER OF THE GENERAL LAND OFFICE.

RECORDED: Patent Number *300037*Filed for record at *800* o'clock *A.M.* *Jan 73* A. D. 19*13*

*W. H. Keller*

RECORDER.

By

DEPUTY.

No 38278

## THE UNITED STATES OF AMERICA.

Hugo. 06936 and 07935

To all to Whom these Presents shall Come, GREETING:

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

*Joe M. McBride*

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

*northeast quarter of Section nine and the northwest  
quarter of Section ten in Township seven south of  
Range fifty-one west of the Sixth Principal Meridian,  
Colorado, containing three hundred twenty acres*

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

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

and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *William H. Taft* President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *twentieth* day of *December* in the year of our Lord one thousand nine hundred and *Twelve* and of the Independence of the United States the one hundred and *Thirty-seventh*

BY THE PRESIDENT:

*Wm H Taft*

By

*M. P. Lacey*

SECRETARY.

*H. M. Sanford*

RECORDER OF THE GENERAL LAND OFFICE.

RECORDED: Patent Number *305068*

Filed for record at *11<sup>00</sup>* o'clock *A.M.*, *Mar 22*, A. D. *1913*

*W. B. Miller*

RECORDER.

By

*W. B. Judy*

DEPUTY.

*No 38693*

**CONCERNING  
PUBLIC HIGHWAYS  
in  
KIT CARSON COUNTY, COLORADO**

“The County Commissioners of the county may, at any regular meeting by an order of the board, declare any section, or township line on the public domain, a public highway, and on and after the date of such order, which shall be attested by the clerk, under the seal of the county, and recorded in the office of the recorder of deeds, the road so laid out shall be a public highway.” (Session Laws 1885 p. 327)

“All public highways hereafter laid out in this state shall be sixty feet in width, unless otherwise ordered by the board of county commissioners.”  
(Session Laws 1883 p. 256)

**Order of the Board of  
County Commissioners  
(A Transcript)**

State of Colorado }  
County of Elbert } ss.

Whereas, by an act of the General Assembly of the State of Colorado, approved April 7, 1885 (See Session Laws of 1885 page 327) it is provided that the commissioners of the county, may at any regular meeting, by an order of the board, declare any section or township line on the public domain, a public highway.

Now, therefore, in accordance with this act, it is ordered by the Board of County Commissioners, that each and all of the section lines, as well as those running north and south, as those running east and west, in all that part of Elbert County lying east of the line between range fifty nine and sixty west, be and they are each and all of them hereby declared to be public highways.

And it is further ordered, that this order be attested by the County Clerk under the seal of said county and recorded in the office of the Recorder of Deeds.

Done at the regular meeting of the Board of County Commissioners of Elbert County, held at Kiowa, Colorado, July 8th, 1887.

Attest:

Lee Ramsey, County Clerk.

Filed in Kit Carson County, Colorado  
at Reception N. 4944.

**Abstracter's Note:**

Elbert County was divided and Kit Carson County was organized from that portion lying east of the range line between range fifty one and range fifty two west of the Sixth Principal Meridian.



COMMISSION MEMBERS  
 JOHN R. CROWLEY, *Chairman*  
 DIETZ LUSK, JR., *Vice-Chairman*  
 HARRY A. CORNELL, *Secretary*  
 LEON DUCHARME, *Treasurer*  
 REP. SANDERS G. ARNOLD  
 DR. REXER BERNOT  
 MRS. E. RAY CAMPBELL  
 BILL GOSSARD  
 MAX KREY

STATE OF COLORADO  
 JOHN A. LOVE, GOVERNOR  
 OFFICE OF  
 COLORADO LAND USE COMMISSION  
 762 State Capitol Annex  
 Denver, Colorado 80203  
 (303) 892-2778

LEGISLATIVE ADVISORS  
 SEN. JOSEPH B. SCHIEFFELIN  
 SEN. CLARENCE A. DECKER  
 REP. DOMINIC A. COLOROSO  
 REP. EDWARD J. NEWMAN  
 CLAUDE D. PETERS  
*Staff Director*

# NOTIFICATION OF COMPLIANCE

Date: October 12, 1972

Board of County Commissioners  
Kit Carson County

County Courthouse  
Burlington, Colorado

Gentlemen:

You are hereby notified that the subdivision regulations as adopted for Kit Carson County as submitted to the Land Use Commission on September 25, 1972 are found to be in compliance with current state law pursuant to C.R.S. 106-2-34 (1963) (1972 Session Laws).

Sincerely,

*Claude D. Peters*

Claude D. Peters  
 Staff Director  
 Colorado Land Use Commission

*Gilbert McNeish for C.D.P.*  
 Gilbert McNeish

P.S. If you have not done so, please submit a copy of your final, adopted subdivision regulations or amendments thereto to the Land Use Commission as soon as possible.

2777

10/14/1997 03:30 REC FEE: \$1.00

KIT CARSON COUNTY, CO. DELLA M. CALHOON - COUNTY CL REC #: 1997L 518458

PAGE #: 0002 OF 0008

RESOLUTION

"BE IT RESOLVED" That Richard D. Thomas, County Attorney, prepare subdivision regulations for the County of Kit Carson to be known as "The Land Subdivision Regulations of Kit Carson County, Colorado", such subdivision regulations to be based upon the Model Subdivision Regulations for Counties, June 1972 Edition as proposed by the Colorado Land Use Commission but with the following amendments, to-wit:

1. Section I - 1(A) -- Strike out the word "the" and insert "Kit Carson" at line 3 - Section A.
2. Section I - 1(B) -- Strike out the word "county" and insert the word "land" at line 2 - Section B.
3. Insert "Kit Carson" in blank line 3 - Section I - 1(B).
4. Omit that portion of Section I - 2B from the end of line 1 to the end of line 30 of Section B.
5. Insert after line 35 of Section I - 2B the following:

The Kit Carson County Courthouse in Burlington,  
Kit Carson County, Colorado.

6. After line 45 of Section I - 2B ending with the word "disapproval", make a new paragraph entitled "C Enforcement".
  7. After line 7 of the new paragraph "C Enforcement", omit "106-2-9. Regional Planning Commission approval, required when - recording. (4) (a)".
  8. Add in new paragraph "C Enforcement" at line 12 between the word "been" and the word "approved" the words "submitted and". Omit the phrase "and recorded or filed in the office of the county clerk and recorder" as well as the words "guilty" and "misdemeanor" and the rest of that paragraph ending with the word county and insert in its place the following "in violation of these regulations. No building or construction of any type shall be commenced in any subdivision until the final plat for such subdivision has been approved by the Board of County Commissioners". Omit the word "the" in paragraph (b) of Section I - 2C and insert "Kit Carson".
- The paragraph now designated as (b) of Section I-2C shall remain but shall be part of the new Paragraph "C".
9. At line 1 of I-3 add "It shall be the purpose of these Regulations:" the remainder of I-2 shall be the same.
  10. In Section I-3I strike out the words "mountainous wooded terrain" and insert the words "the plains area".
  11. Insert in Section II-1 "Kit Carson County".
  12. Insert in Section II-2, line 1, "Kit Carson".
  13. Insert in Section II-9 "Colorado".
  14. Amend Section II-17 to read "The County Planning Commission of Kit Carson County, Colorado".
  15. In Section II-24 in line 12 omit (j) and insert (i).
  16. Omit in Section II-28 in line 2 the word "a" and insert the words "Kit Carson" and add at the end of line 3 the word "the".
  17. Omit in Section III-2 the phrase "(See also specifications for mountain subdivisions - SECTION XII)".

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18. Omit in Section IV 2A paragraph (4) and number accordingly.
19. Insert at V-3, Section B the word "Kit Carson", the approval to read as follows:

"Reserved and approved by the Board of  
County Commissioners of Kit Carson  
County, Colorado, on this 15th day of  
September, A. D. 1997."

BOARD OF COUNTY COMMISSIONERS OF KIT  
CARSON COUNTY

by David Schmidt  
Chairman.

20. Omit in Section VIII-3 A the asterisk and the footnote contained thereon.
21. Omit in Section VIII 2 F(a) the duplicate sentence, "Sites to be reserved or dedicated for parks, playgrounds, schools, or other public uses."
22. In Section VIII 2 F(5) in the phrase "of 1" - 200'" change it to read of 1" - 200'.
23. Omit in Section VIII 2 F(5) the sub-paragraph (d).
24. Omit in Section VIII 3 B the asterisk and the footnote contained thereon.
25. Add to Section VIII 4 H after the word "property", the phrase "a certificate of examination showing that merchantable title to said property is held by the subdivider".
26. Omit in Section X the phrase "a county with a zoning resolution" and add "Kit Carson County".
27. In Section X in the phrase "(see SECTION XV-B)", change it to read "(see SECTION XIV-B)".
28. Omit in Section XI B the following words and/or word phrases "rock falls, snow avalanches, possible mine subsidence".
29. Omit in Section XI 2 A(1) the word "the" and insert the words "Kit Carson".
30. Omit in Section XI 8 B the words, "the county involved" and add the words "Kit Carson County".
31. Add in Section XI 12 B between the words "hat" and "be", the word "shall".
32. Omit Section XII Mountain Subdivisions and renumber as follows:
  - Section XII - Utilities and Improvements
  - Section XIII - Guarantee of Public Improvements
  - Section XIV - Variances
  - Section XV - Schedule of Fees
  - Section XVI - Validity
33. In Appendix A on the title page leave off the "s" on the word "offices".
34. In Appendix C on the form change the words "the county concerned" and add the words "Kit Carson County, Colorado".

That "The Land Subdivision Regulations of Kit Carson County, Colorado" shall incorporate all of the provisions of the "Model Subdivision Regulations for Counties, June 1972 Edition" as proposed by the

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Colorado Land Use Commission, except as hereinabove set forth and that after the same have been completed, they shall be presented to the Board of County Commissioners for final approval and adoption, subject only to certification by the Colorado Land Use Commission".

2777

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#### MINUTES

Board of County Commissioners  
of  
Kit Carson County, Colorado.

Whereas a public hearing was held in the Commissioners' Meeting Room of the Kit Carson County, Colorado, Courthouse in Burlington, Colorado, on the 15th day of September, A. D. 1972, at the hour of 2:00 o'clock P.M., pursuant to published notice, such notice and affidavits of publication being attached hereto and specifically made a part hereof, the same becoming a part of the permanent minutes of the meetings of the Board of County Commissioners of Kit Carson County, Colorado.

Thereupon, Harold Schmidt, chairman of the Board of County Commissioners of Kit Carson County, Colorado, called the meeting to order, with Kenneth Scheieman, Commissioner of District 2 and Ted R. Wickham, Commissioner of District 3, and Harold Schmidt, Commissioner of District 1 and Richard D. Thomas, County Attorney, heretofore designated as hearing officer and members of the general public being present. Thereupon, the Chairman declared the meeting duly and legally convened for the purpose of adopting subdivision regulations based upon the "Model Subdivision Regulations for Counties, June 1972 Edition" as proposed by the Colorado Land Use Commission. There being no objection to the notice of the meeting, the appointment of Richard D. Thomas as hearing officer, or the meeting itself, Richard D. Thomas was requested to conduct the meeting on behalf of the Board of County Commissioners.

Thereupon, Richard D. Thomas did take charge of the meeting, on behalf of the Board of County Commissioners, and did explain that this meeting was being held pursuant to Senate Bill 35, which became effective law on May 5, 1972; did find that proper notice of the proposed subdivision regulations had been given and there had been no objection raised to the notice or the meeting; that the meeting was duly convened and that the meeting was now open for statements concerning the adoptability of the "Model Subdivision Regulations for Counties, June 1972 Edition" as proposed by the Colorado Land Use Commission. Thereupon, oral statements were received from the following persons, to-wit:

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Thereafter, the said Model Subdivision Regulations were reviewed section by section and then as a whole.

There being no further statements or information to be presented, the conducting of the meeting was returned to Harold Schmidt, Chairman of the said Board. Thereafter, the matter was taken under advisement by the Board. Thereupon, the meeting was adjourned with the Commissioners to reconvene and act upon the facts and statements presented.

Thereafter, the Board of County Commissioners did reconvene and after a full discussion of the statements made by the members of the Board of County Commissioners and the General Public and after further review of the said Model Subdivision Regulations, the Board of County Commissioners of Kit Carson County upon motion by Kenneth Scheierman, seconded by Ted R. Wickham, unanimously passed the following Resolution:

"BE IT RESOLVED: That Richard D. Thomas, County Attorney, prepare subdivision regulations for the County of Kit Carson, to be known as "The Land Subdivision Regulations of Kit Carson County, Colorado", such subdivision regulations to be based upon the Model Subdivision Regulations for Counties, June 1972 Edition as proposed by the Colorado Land Use Commission but with the following amendments, to-wit:

1. Section I - 1(A) -- Strike out the word "the" and insert "Kit Carson" at line 3 - Section A.
2. Section I - 1(B) -- Strike out the word "county" and insert the word "land" at line 2 - Section B.
3. Insert "Kit Carson" in blank line 3 - Section I - 1(B).
4. Omit that portion of Section I - 2B from the end of line 1 to the end of line 30 of Section B.
5. Insert after line 35 of Section I - 2B the following:

The Kit Carson County Courthouse in Burlington,  
Kit Carson County, Colorado.

6. After line 45 of Section I - 2B ending with the word "disapproval", make a new paragraph entitled "C Enforcement".
7. After line 7 of the new paragraph "C Enforcement", omit "106-2-9. Regional Planning Commission approval, required when - recording. (4) (a)".
8. Add in new paragraph "C Enforcement" at line 12 between the word "been" and the word "approved" the words "submitted and". Omit the phrase "and recorded or filed in the office of the county clerk and recorder" as well as the words "guilty" and "misdemeanor" and the rest of that paragraph ending with the word county and insert in its place the following "in violation of these regulations. No building or construction of any type shall be commenced in any subdivision until the final plat for such subdivision has been approved by the Board of County Commissioners". Omit the word "the" in paragraph (b) of Section I - 2C and insert "Kit Carson".

The paragraph now designated as (b) of Section I-2C shall remain but shall be part of the new Paragraph "C".

9. At line 1 of I-3 add "It shall be the purpose of these Regulations:" the remainder of I-2 shall be the same.

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10. In Section I-3I strike out the words "mountainous wooded terrain" and insert the words "the plains area".
11. Insert in Section II-1 "Kit Carson County".
12. Insert in Section II-2, line 1, "Kit Carson".
13. Insert in Section II-9 "Colorado".
14. Amend Section II-17 to read "The County Planning Commission of Kit Carson County, Colorado".
15. In Section II-24 in line 12 omit (j) and insert (i).
16. Omit in Section II-28 in line 2 the word "a" and insert the words "Kit Carson" and add at the end of line 3 the word "the".
17. Omit in Section III-2 the phrase "(See also specifications for mountain subdivisions - SECTION XII)".
18. Omit in Section IV-2A paragraph (4) and number accordingly.
19. Insert at V-3, Section B the word "Kit Carson", the approval to read as follows:

"Reserved and approved by the Board of  
County Commissioners of Kit Carson  
County, Colorado, on this 15th day of  
September, A. D. 1972 .

BOARD OF COUNTY COMMISSIONERS OF KIT  
CARSON COUNTY

by *David D. Calhoun*  
Chairman.

20. Omit in Section VIII-3 A the asterisk and the footnote contained thereon.
21. Omit in Section VIII 2 F(a) the duplicate sentence, "Sites to be reserved or dedicated for parks, playgrounds, schools, or other public uses."
22. In Section VIII 2 F(5) in the phrase "of 1" - 200'" change it to read of 1" - 200'.
23. Omit in Section VIII 2 F(5) the sub-paragraph (d).
24. Omit in Section VIII 3 B the asterisk and the footnote contained thereon.
25. Add to Section VIII 4 H after the word "property", the phrase "a certificate of examination showing that merchantable title to said property is held by the subdivider".
26. Omit in Section X the phrase "a county with a zoning resolution" and add "Kit Carson County".
27. In Section X in the phrase "(see SECTION XV-B)", change it to read "(see SECTION XIV-B)".
28. Omit in Section XI B the following words and/or word phrases "rock falls, snow avalanches, possible mine subsidence".
29. Omit in Section XI 2 A(1) the word "the" and insert the words "Kit Carson".
30. Omit in Section XI 8 B the words "the county involved" and add the words "Kit Carson County".
31. Add in Section XI 12 B between the words "plat" and "be", the word "shall".
32. Omit Section XII Mountain Subdivisions and renumber as follows:

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Section XII - Utilities and Improvements  
Section XIII - Guarantee of Public Improvements  
Section XIV - Variances  
Section XV - Schedule of Fees  
Section XVI - Validity

33. In Appendix A on the title page leave off the "s" on the word "offices".
34. In Appendix C on the form change the words "the county concerned" and add the words "Kit Carson County, Colorado".

That "The Land Subdivision Regulations of Kit Carson County, Colorado" shall incorporate all of the provisions of the "Model Subdivision Regulations for Counties, June 1972 Edition" as proposed by the Colorado Land Use Commission, except as hereinabove set forth and that after the same have been completed, they shall be presented to the Board of County Commissioners for final approval and adoption, subject only to certification by the Colorado Land Use Commission."

That this meeting is adjourned until \_\_\_\_\_, the \_\_\_\_ day of \_\_\_\_\_, 1972, when the draft of "The Land Subdivision Regulations of Kit Carson County, Colorado" in accordance herewith, shall be reviewed for approval and adoption, subject only to certification by the Land Use Commission.

  
County Clerk

NO DOC FEE REQUIRED *W.S*

RECEPTION# 2011000058840  
09/13/2011 at 02:29:44 PM, 1 OF 1  
TD Pgs: 0 Doc Type: SPWY  
Karen Long, Adams County, CO

**SPECIAL WARRANTY DEED**

**THIS DEED**, dated September 13, 2011, between **Stonehocker Farms, L.L.C.**, a Colorado limited liability company, of the County of Adams and State of Colorado, grantor, and **Brighton Farm, LLC**, a Colorado limited liability company, grantee, whose legal address is 15600 Holly, Brighton, Colorado 80602.

201300562740 ✓  
Filed for Record in  
KIT CARSON COLORADO  
DELLA CALHOON, COUNTY CLERK  
04-01-2013 At 02:22 PM.  
WARR DEED 11.00

**RECORDED AS RECEIVED**

**WITNESS**, that the grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Kit Carson and State of Colorado, described as follows:

**E/2 and NW/4 of Section 9, and NW/4 of Section 10, all in Township 7 South, Range 51 West of the 6<sup>th</sup> P.M.**

**Together with irrigation wells in the Northern High Plains Designated Ground Water Basin granted by permits No. 18549FP, 18550FP, 18551FP and 18552FP.**

**Reserving, however, to grantor all oil, gas and other minerals in, on and under and that may be produced from the foregoing lands.**

also known by street and number as:  
assessor's schedule or parcel number:

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those of record.

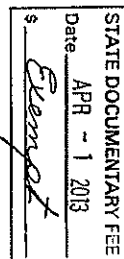
The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof by, through or under grantor, but not otherwise.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

**Stonehocker Farms, L.L.C.**

By: Walter Stonehocker  
Name: Walter Stonehocker  
Title: Manager



**STATE OF COLORADO**

County of Adams

The foregoing instrument was acknowledged before me this 13 day of September, 2011, by Walter Stonehocker the Manager of Stonehocker Farms, L.L.C., a Colorado limited liability company, on behalf of the Company.



Witness my hand and official seal.

My commission expires: 6-11-2014

Elyse A. Waller  
Notary Public

**MINERAL DEED**

KNOW ALL MEN BY THESE PRESENTS:

THAT Stonehocker Farms, L.L.C., a Colorado limited liability company, whose legal address is 15600 Holly St., Brighton, CO 80602 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, sell, convey, assign and deliver unto Brighton Farm, LLC, a Colorado limited liability company ("Grantee") all of Grantor's right, title and interest, in and to all of the oil, gas, and other minerals, in and under, and that may be produced from those lands situated in Kit Carson County, Colorado, described as follows:

Township 7 South, Range 51 West of the 6<sup>th</sup> P.M.  
Section 9: E/2 and NW/4  
Section 10: NW/4

It is Grantor's specific intention to convey to Grantee one hundred percent (100%) of the right, title and interest in and to all of the oil, gas, and other minerals, in and under, and that may be produced from the above-described lands, reserved in the previous Special Warranty Deed from Grantor to Grantee, dated September 13, 2011, recorded on September 13, 2011 under Reception No. 2011000058840 in the official records of the Clerk and Recorder of Adams County, Colorado, and recorded on April 1, 2013 under Reception No. 201300562740 in the official records of the County Clerk for Kit Carson County, Colorado.

This Mineral Deed is made subject to any rights now existing in any lessee or assignee under any valid and subsisting oil and gas lease of record; it being understood that Grantee shall have all right, title and interest in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of any such lease, insofar as it covers the above described land, from and after the Effective Date (as defined below), precisely as if the Grantee had been the owner of a similar undivided interest at the date of such lease and a lessor therein.

TO HAVE AND TO HOLD the above-described right, title, and interest unto the said Grantee, its successors and assigns, forever. This conveyance is made without warranty, express or implied.

THIS MINERAL DEED is executed the date of the acknowledgement below but shall be effective for all purposes as of August 1, 2021 ("Effective Date").

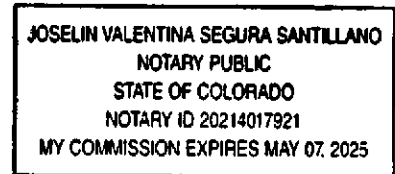
*[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]*

**GRANTOR:**

Stonehocker Farms, L.L.C.,  
a Colorado limited liability company

By: Michael J. Stonehocker  
Name: Michael J. Stonehocker  
Title: Manager

(SEAL)



STATE OF COLORADO                    )  
  ) ss  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 20 day of August 2021, by Michael J. Stonehocker, as Manager of Stonehocker Farms, L.L.C., a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: May 7, 2025

Joselin Valentina Segura Santillano  
Notary Public

# CONTRACT TO BUY AND SELL REAL ESTATE

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

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

## CONTRACT TO BUY AND SELL REAL ESTATE

(☐ **LAND**)

(☐ **Property with No Residences**)

(☐ **Property with Residences-Residential Addendum Attached**)

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

### AGREEMENT

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

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** \_\_\_\_\_.

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

**2.3. Seller.** \_\_\_\_\_ (Seller) is the current owner of the Property described below.

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

known as No. \_\_\_\_\_  
Street Address City State Zip

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

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

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

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

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

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

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

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

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 \_\_\_\_\_.

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  
81  
82  
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	
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	
3	§ 8.2, 8.4	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	

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

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	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

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

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

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

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

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

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

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

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

**4.5. New Loan. (Omitted as Inapplicable)**

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

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

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

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

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

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

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

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

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

**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to 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.

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TRANSACTION PROVISIONS
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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 EARNST 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**.

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

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

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

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

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

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

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

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

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

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

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

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction 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.** As stated in Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021.

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 the  
367 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**

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

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

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

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

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

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

## 9. NEW ILC, NEW SURVEY.

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

**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The 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 after the date of this Contract.

**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 Closing, by: ☐ **Seller** ☐ **Buyer** or:

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

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

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

**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 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

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

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

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

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller 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

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

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

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

☐ **10.6.1.14.** ~~Other documents and information:~~

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

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;

or

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

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

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

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

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

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

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

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as \_\_\_\_\_, Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

**Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

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

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 waive 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 \_\_\_\_\_.

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 the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021.**

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 \_\_\_\_\_.

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~~  
784 ~~to, 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 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
--

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

795 **31. OTHER DOCUMENTS.**

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

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

804 

<b>SIGNATURES</b>
-------------------

805 Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

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: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 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: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

30-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held November 9, 2021, and in accordance with the terms and conditions of this Specific Performance Contract, the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021 the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021, as modified by taped oral statements at the auction shall control.

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

30-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 2021, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Flagler Pivot Irrigated Auction Detail Brochure Printed: October 28, 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.

# BROKERAGE 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:

---

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 \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

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

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

# SAMPLE BIDDER CARD

# 101

Retain This Registration Bid!



970-754-1111 1-800-748-2589

535 E Chestnut • PO Box 407 • Sterling, CO 80751

Co. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By my signature below, I have read and do agree to the terms and conditions of the Flagler Pivot Irrigated Land Auction Detail Brochure Printed: October 28, 2021.

X \_\_\_\_\_

No. 101

©

**PRE-REGISTRATION BIDDER REQUEST**  
**LIVE AUCTION**

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

I hereby request approval to participate and bid at the Flagler Pivot Irrigated Land Auction. In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **Flagler Pivot Irrigated Land Auction** Detail Brochure Printed October 28, 2021 and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **November 9, 2021 @ 10:30 AM, (MT) in Burlington, CO.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Detail Brochure and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
  - a. Verification of available funds to purchase the property; and/or
  - b. 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.
- 6) I intend to place bids for this auction: ☐ **In-Person** ☐ **Online** ☐ **Phone/Proxy**

**Bidder(s) or Entity requesting approval:**

**Signature(s):**

**Bidder #:**  
(Office Use Only)

\_\_\_\_\_  
\_\_\_\_\_

Approved by:

Reck Agri Realty & Auction

\_\_\_\_\_  
Marc Reck

The Republican River **Conservation Reserve Enhancement Program (CREP)** is a Conservation Reserve Program (CRP) through the Farm Services Agency (FSA) in which the water right is permanently retired, and a grass habitat is established on the land for the 15 years of the contract.

©

- Application begins at the FSA office. The land being enrolled in the program must have been irrigated 4 out of the last 6 years, be within the RRWCD boundary, be irrigated more than 6" per acre, and be owned by the applicant for more than one year.
- The applicant then contacts the RRWCD staff to determine eligibility for a RRWCD supplemental contract, the number of acres to be considered for the contract and the amount to be paid by the RRWCD. The RRWCD requires the following documents for a CREP application for:
  - Copy of the well permit,
  - Copy of the deed for the land where the well is located
  - If the applicant is a company/corporation the applicant must provide corporate paperwork showing the members of the company/corporation
  - Documentation authorizing the applicant the legal right to sign on behalf of another person or entity,
  - The previous 6 years of FSA-578 forms and corresponding maps showing certified irrigated acres
  - Ownership and Encumbrance Memorandum from the abstract office for the land irrigated by the well
- The RRWCD pays on the lesser of three values when determining the number of irrigated acres:
  - Number of acres allowed on the well permit
  - Number of acres irrigated by the well as assessed by the County Assessor the previous year
  - Number of irrigated acres the last six years according to the FSA cropping records
- If there is a lien on the property, the payment from the RRWCD will include the name of the applicant and the name of the lien holder as the payee.
- The RRWCD CREP rates vary due to the location of the water right, inside the South Fork Focus Zone and outside the South Fork Focus Zone.

The vegetation required for each CREP contract is determined by the local NRCS office. The producer may use up to 6 inches of water within the first 12 months of the contract to assist in establishing the cover crop. After the NRCS approves vegetation, they notify the FSA, who forwards the approval to the RRWCD. The RRWCD and the participant completes the form cancelling the final permit for the large capacity well and submits the form to the CO Division of Water Resources. Upon receiving the Order of the Ground Water Commission that the final permit has been cancelled the RRWCD notifies the FSA that the cancellation has been approved.

- The RRWCD Water Use Fee is no longer assessed beginning the first full year of non-irrigation. Applying the 6 inches of water within the first 12 months to establish the cover crop is not considered irrigation when assessing the water use fees. However, the land will be assessed by the County Assessor as irrigated land for property tax purposes until the end of the 15-year CREP contract. Wells located within the South Fork Focus Zone paid **\$4,500/irrigated acre retired** through CREP program.

## EQIP

- Well owner is compensated for voluntary permanent well retirement
- South Fork Focus Zone: all wells inside the area as described by the attached map
- Outside SF Focus Area: All wells within the RRWCD boundary that are outside the South Fork Focus Areas described by the attached map.
- Applications for the 2021 funding begins at the NRCS offices.
- After applying at the NRCS office the well owner contacts the RRWCD staff to start supplemental contract process.
- Applicant must own the property at the time of the application.
- Applicant must provide the last 5 years FSA 578 forms and maps to the RRWCD.
- Acres must have been irrigated 2 out of the last 5 years just prior to enrollment.
- Water Permit, County Assessor's records, the last 5 years FSA 578 forms and maps will be evaluated by the RRWCD as part of the application process.
- After applicant has an NRCS EQIP contract, the RRWCD requires well owner to provide a copy of the contract and an Ownership and Encumbrance Memorandum to verify if there is or is not a lien on the property. Wells located within the South Fork Focus Zone paid **\$3,500/irrigated acre** retired through the EQIP program.

## RAMP ~ RRWCD ACRE MANAGEMENT PLAN

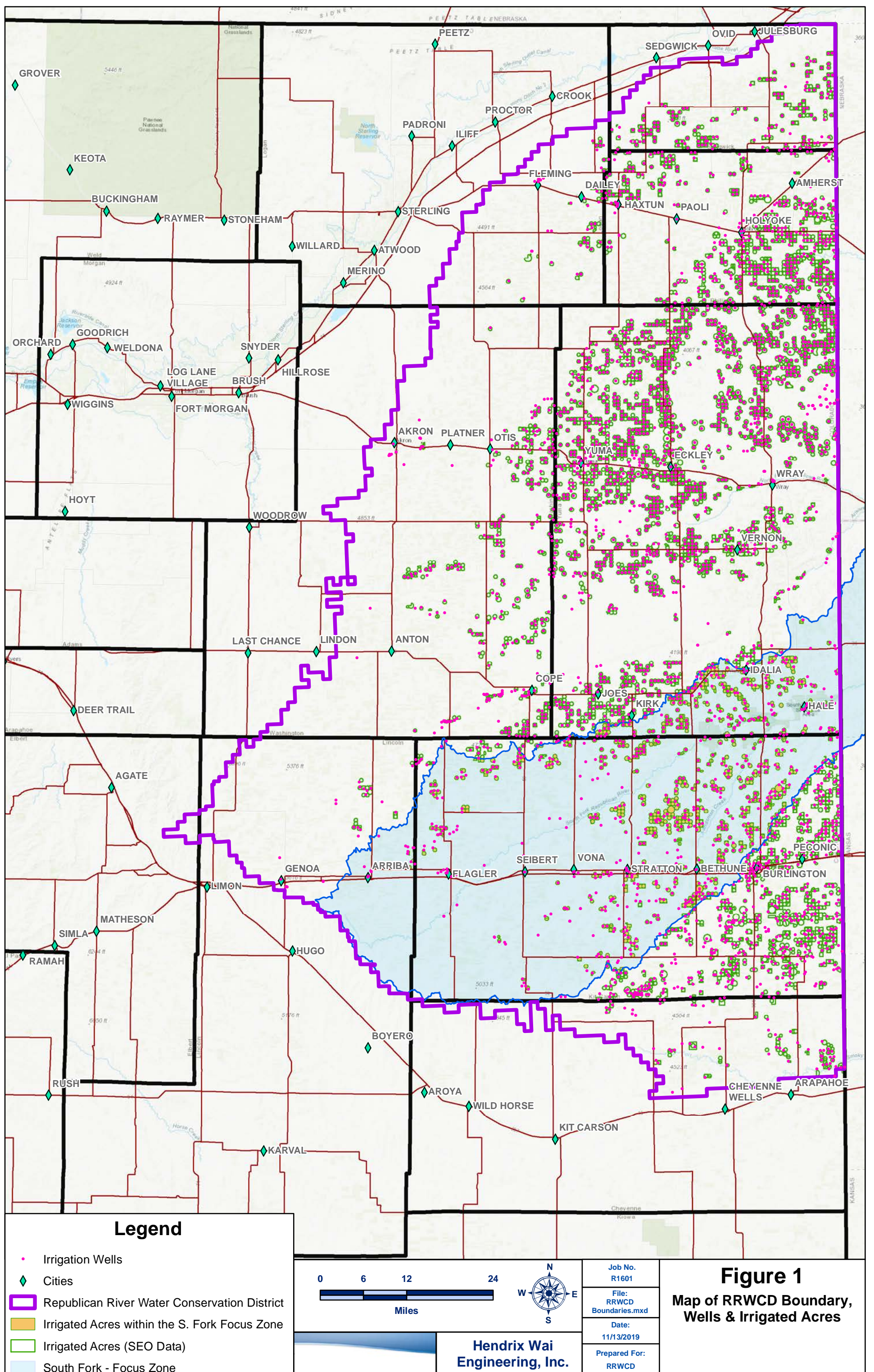
- Only available for wells located inside the South Fork Focus Zone.
- Can dryland farm and graze after retirement of well
- Well owner agrees to reduce no less than 15% of his irrigated acres.
- Well owner must make a structural change to irrigation system to be eligible.
- Well owner agrees to sign form DBB-16 to permanently reduce the acres on final permit to the number of irrigated acres after structural reduction has been made. The Colorado Division of Water Resources will not allow more than 30"/irrigated acre on amended permit
- Well owner applies for an EQIP contract with NRCS and RRWCD and receives payment from both entities.
- Acres must have been irrigated 2016-date of application to be eligible.
- Deadline for signing up for RAMP is 12/31/2024
- Wells located within the South Fork Focus Zone paid **\$2,000/irrigated acre retired.**

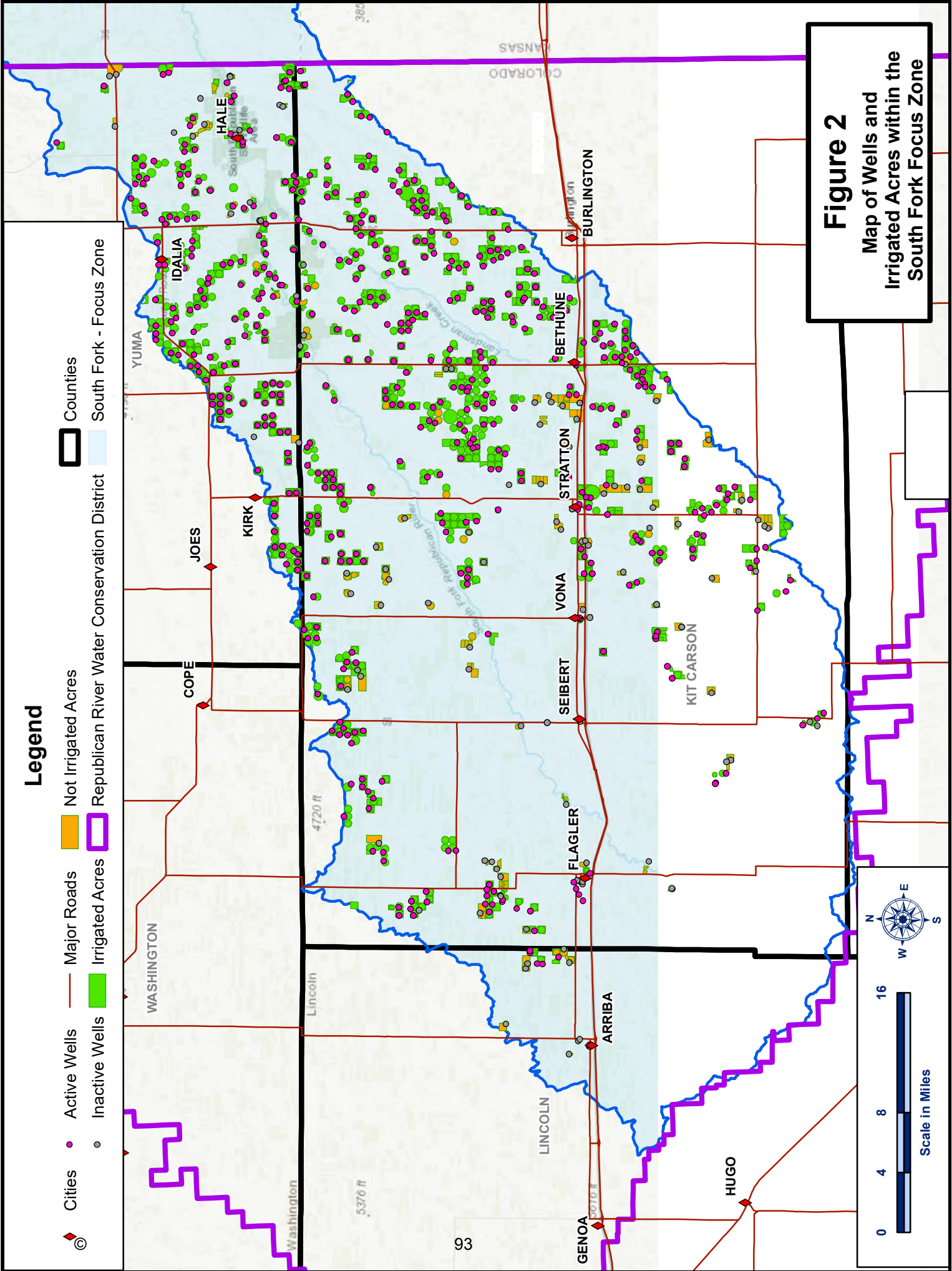
Going forward from 2016, the first 10,000 acres retired in the South Fork Focus Zone are eligible for a **\$200/irrigated acre** retired incentive payment from the State of Colorado. This one-time payment is made when the CREP contract is signed or when the first EQIP payment is made by the RRWCD.

\*CRITERIA IS NOT LIMITED TO THE ABOVE-MENTIONED ITEMS\*

\*ALL ARE SUBJECT TO CHANGE\*

RRWCD Well Retirement Programs				
Inside the South Fork Focus Zone				
CREP		EQIP		
RRWCD & FSA		\$4,500.00	\$3,500.00	RRWCD & NRCS
Number of acres		120	120	Number of acres
Annual Payment		\$36,000.00	\$28,000.00	Annual Payment
15-year Contract		\$540,000.00	\$420,000.00	5-year contract
No Farming or grazing.		Dryland Farming and Grazing allowed		
The first 10,000 irrigated acres retired in the South Fork Focus Zone are eligible for a \$200/acre incentive, at the time of sign-up.				
RRWCD & State of Colorado		\$200.00	\$200.00	RRWCD & State of Colorado
Number of acres		120	120	Number of acres
One-time payment		\$24,000.00	\$24,000.00	One-time payment
TOTAL RECEIVED FROM CONTRACTS		\$564,000.00	\$444,000.00	5-year contract





**Figure 2**  
Map of Wells and  
Irrigated Acres within the  
South Fork Focus Zone