

**DETAIL BROCHURE
YUMA-WASHINGTON COUNTY
LAND AUCTION**

PRINTED: February 23, 2022

**Bidding Opens: March 7, 2022, 8 am, MT
Bidding Closes: March 8, 2022, 12 noon, MT**

YUMA-WASHINGTON COUNTY LAND AUCTION

Yuma & Washington Counties, Colorado

TO BE SOLD AT

**MULTI PARCEL AUCTION
with NO RESERVE**

ON

Bidding Opens: Monday, March 7, 2022, 8 am, MT
Bidding Closes: Tuesday, March 8, 2022, 12 noon, MT

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .

Marc Reck, Broker or Ben Gardiner, Broker Associate



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(970) 522-7770 or 1-800-748-2589
marcreck@reckagri.com
www.reckagri.com

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TERMS AND CONDITIONS OF SALE

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

OVERVIEW: The Yuma-Washington County Land Auction with NO RESERVE features 742± total acres offered in 4 separate parcels (will not be offered in combination or as a single unit). Located within 9± miles of Yuma, Colorado, there are 3 pivot irrigated quarters and 1 parcel of dryland. All parcels have productive soils with nearly level terrain.

ONLINE BIDDING PROCEDURE: The Yuma-Washington County Land Auction Property will be offered for sale in 4 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on March 7, 2022. The auction will "soft close" @ 12:00 noon, MT on March 8, 2022. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidding will close when 5 minutes have passed with no new bids on any of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.

To bid at the online auction:

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

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

SALE TERMS/PROCEDURE: The "Yuma-Washington County Land Auction" is an online only auction with NO RESERVE. The Yuma-Washington County property to be offered as 4 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the closing of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit 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 of the detail brochure and announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before April 8, 2022. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by General Warranty Deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment 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 reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the detail brochure and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Possession upon closing except for parcel where wheat is planted.

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: 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 #10663-FP, #12652-FP, & #13222-FP. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Y-W Groundwater District, and the Republican River Water Conservation District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment.

GROWING CROPS: Seller to convey to Buyer(s) cash rent for 2022 on Parcel #2. No growing crops associated with other parcels.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels 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.

REAL ESTATE TAXES: 2022 real estate taxes due in 2023, and thereafter, to be paid by Buyer(s). In addition, the Buyer(s) to pay for Republican River Water Conservation District and Y-W Groundwater District assessment.

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. The location of and the density of noxious weeds is unknown at this time.

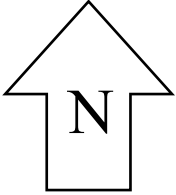
ACREAGES: All stated acreages in the initial brochure and detail brochure are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total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

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

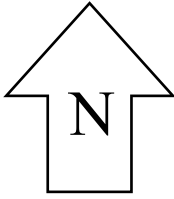
ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, 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. Property is being 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. Reck Agri Realty & Auction does not offer broker participation for the "YUMA-WASHINGTON COUNTY LAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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LOCATION MAP



PARCEL #1 - PLAT MAP



**PARCEL #1
PROPERTY INFORMATION**

LEGAL DESCRIPTION: NW1/4 of Section 30, less tract Township 2 North, Range 48 West of the 6th PM, Yuma County, CO.
See Pages 63-76 for legal description, title commitment, and title exceptions.

ACREAGE: 128.8± Acres Pivot Irrigated
15.9± Acres Corners
10.9± Acres Roads/Waste
155.6± Total Acres

LAND TENURE: Soils consist of mostly Class II & III
See Soils Map on Page 12

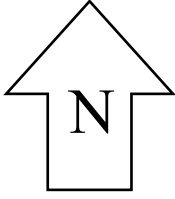
TAXES: 2021 real estate taxes payable in 2022 were: \$3,211.82. Buyer will pay all of the 2022 taxes and assessments due in 2023.

FSA INFORMATION: FSA bases: 133.0 ac corn w/ 165 bu PLC yield, 16.4 ac wheat w/ 49 bu PLC yield.

IRRIGATION WATER & EQUIPMENT: Well Permit #13222-FP, permitted for 325 Ac-Ft. See Pages 16-21 for copy of well permit and well test. Valley 8 tower sprinkler & 100 HP motor & pump.

COMMENTS: No growing crops—possession upon closing.

STARTING BID: *\$625,000*



PARCEL #2 - PLAT MAP



**PARCEL #2
PROPERTY INFORMATION**

LEGAL DESCRIPTION: NW1/4 of Section 35, Township 2 North, Range 49 West of the 6th PM, Washington County, CO.
See Pages 77-90 for legal description, title commitment, and title exceptions.

ACREAGE: 134.0± Acres Pivot Irrigated
26.4± Acres Dryland Corners
160.4± Total Acres

LAND TENURE: Soils consist of mostly class III.
See Soils Map on Page 13

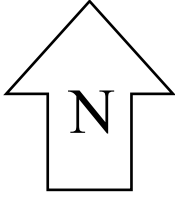
TAXES: 2021 real estate taxes payable in 2022 were: \$2,707.60. Buyer will pay all of the 2022 taxes and assessments due in 2023.

FSA INFORMATION: FSA bases: 26.5 ac wheat w/ 49 bu PLC yield, 124.9 ac corn w/ 165 bu PLC yield.

IRRIGATION WATER & EQUIPMENT: Well Permit #10663-FP permitted for 325 Ac-Ft. See Pages 22-37 for copy of well permit and well test. Valley 7 tower sprinkler & 75 HP motor & pump.

COMMENTS: See Pages 38-40 for copy of farm lease. Buyer(s) to be credited \$30,550 at closing for cash rent payment for the 2022 crop year.

STARTING BID: *\$600,000*



PARCEL #3 - PLAT MAP



PARCEL #3
PROPERTY INFORMATION

LEGAL DESCRIPTION: SW1/4 of Section 3, Township 1 North, Range 49 West of the 6th PM, Washington County, CO.
See Pages 91-98 for legal description, title commitment, and title exceptions.

ACREAGE: 120.0± Acres Pivot Irrigated
31.8± Acres Dryland Corners
8.2± Acres Grass/Roads
160.0± Total Acres

LAND TENURE: Soils consist of Class III
See Soils Map on Page 14

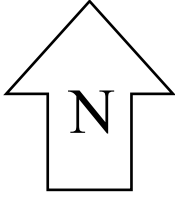
TAXES: 2021 real estate taxes payable in 2022 were: \$2,512.18. Buyer will pay all of the 2022 taxes and assessments due in 2023.

FSA INFORMATION: FSA bases: 9.7 ac wheat w/ 49 bu PLC yield, 124.5 ac corn w/ 165 bu PLC yield.

IRRIGATION WATER & EQUIPMENT: Well Permit #12652-FP permitted for 325 Ac-Ft. See Pages 28-37 for copy of well permit and well test. Valley 8 tower sprinkler with 100 HP motor & pump.

COMMENTS: No growing crops—possession upon closing.

STARTING BID: *\$450,000*



PARCEL #4 - PLAT MAP



PARCEL #4
PROPERTY INFORMATION

LEGAL DESCRIPTION: N1/2 of Section 4, less tract, Township 2 North, Range 48 West of the 6th PM, Yuma County, CO.
See Pages 99-109 for legal description, title commitment, and title exceptions.

ACREAGE: 259.9± Acres Dryland
6.1± Acres Roads
266.0± Total Acres

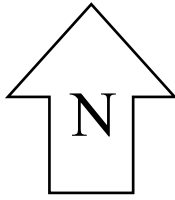
LAND TENURE: Soils consist of Class II-IV
See Soils Map on Page 15

TAXES: 2021 real estate taxes payable in 2022 were: \$768.74. Buyer will pay all of the 2022 taxes due in 2023.

FSA INFORMATION: FSA bases: 81.7 ac corn w/ 165 bu PLC yield, 106.5 ac wheat w/ 49 bu PLC yield.

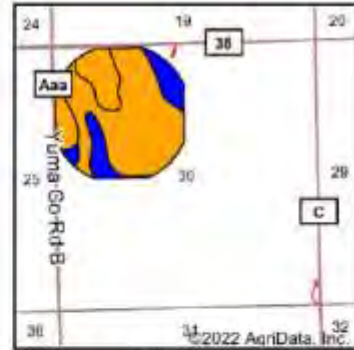
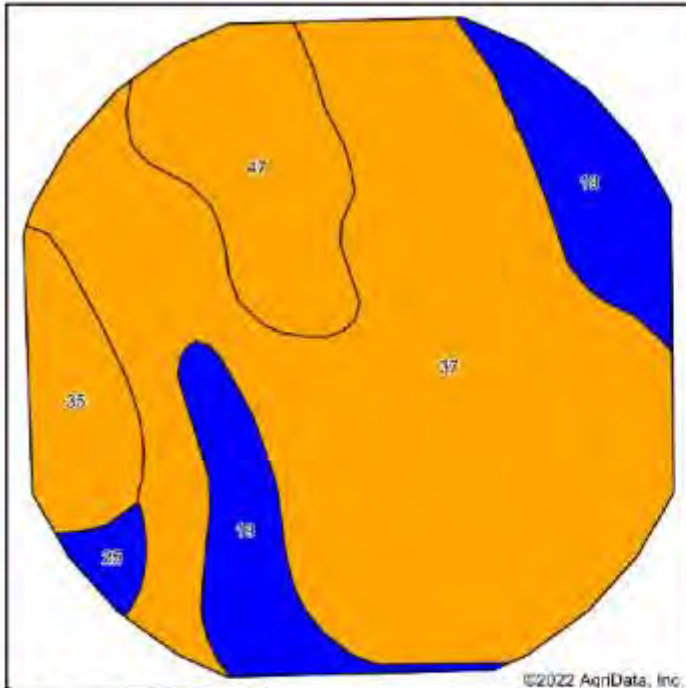
COMMENTS: No growing crops—possession upon closing.

STARTING BID: *\$300,000*



SOILS MAP - Parcel #1

Soils Map



State: **Colorado**
 County: **Yuma**
 Location: **30-2N-48W**
 Township: **Yuma**
 Acres: **131.2**
 Date: **2/3/2022**

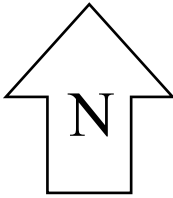


Soils data provided by USDA and NRCS.

Area Symbol: CO125, Soil Area Version: 22

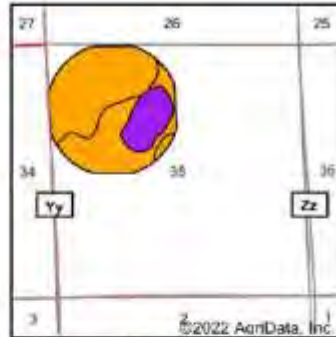
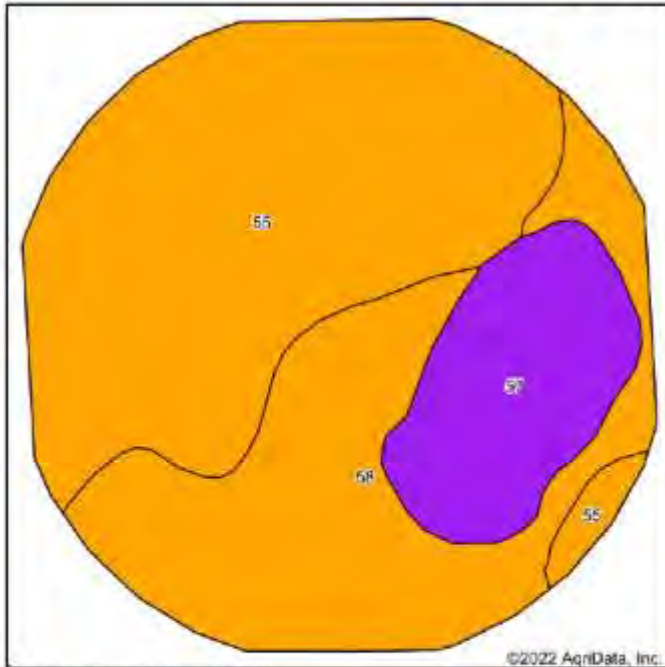
Code	Soil Description	Acres	Percent of field	Ir class Legend	Ir Class	Grain sorghum Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	
37	Rago loam, 0 to 3 percent slopes	83.94	64.0%		IIIe		53	26	29	
19	Haxton sandy loam, 0 to 3 percent slopes	19.82	15.1%		IIe		46	22	25	
47	Vona loamy sand	16.56	12.6%		IIIa	25	20	9	14	
35	Platner loam, 0 to 3 percent slopes	8.93	6.8%		IIIa		37	13	19	
25	Kuma-Keith silt loams	1.95	1.5%		IIe		50	20	25	
Weighted Average						2.83	3.2	*n 46.6	*n 22.3	*n 25.8

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.



SOILS MAP - Parcel #2

Soils Map



State: **Colorado**
 County: **Washington**
 Location: **35-2N-49W**
 Township: **Otis**
 Acres: **135.65**
 Date: **2/3/2022**

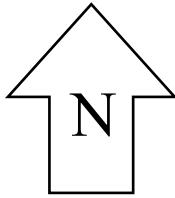


Soils data provided by USDA and NRCS

Area Symbol: CO121. Soil Area Version: 23

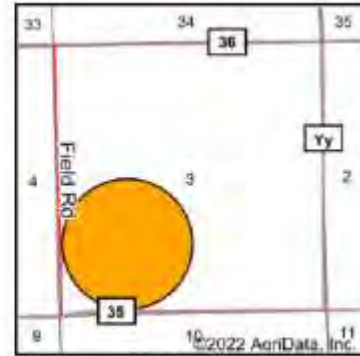
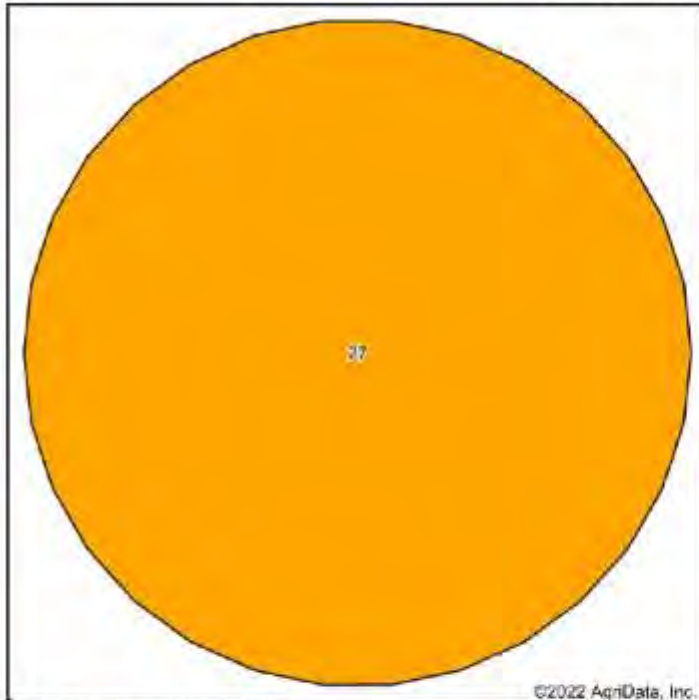
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Barley Bu	Grain sorghum Bu	Wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	
55	Platner loam, 0 to 3 percent slopes	69.57	51.3%		IIIc	3		2	3	37	13	19
58	Rago silt loam, 0 to 2 percent slopes	44.88	32.9%		IIIc					39	15	24
57	Pleasant silty clay, 0 to 1 percent slopes, rarely ponded	21.40	15.8%		VIIc					19	5	12
Weighted Average						3.47	1.5	1	1.5	*n 34.8	*n 12.4	*n 19.5

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.



SOILS MAP - Parcel #3

Soils Map



State: **Colorado**
 County: **Washington**
 Location: **3-1N-49W**
 Township: **Otis**
 Acres: **119.68**
 Date: **2/3/2022**

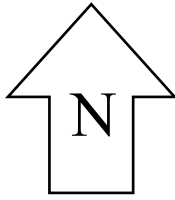


Soils data provided by USDA and NRCS.

Area Symbol: CO121, Soil Area Version: 23

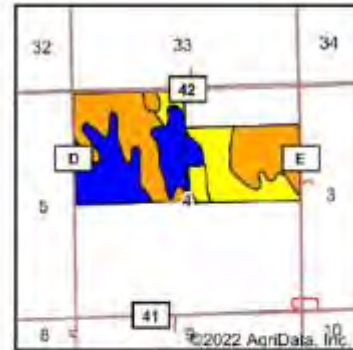
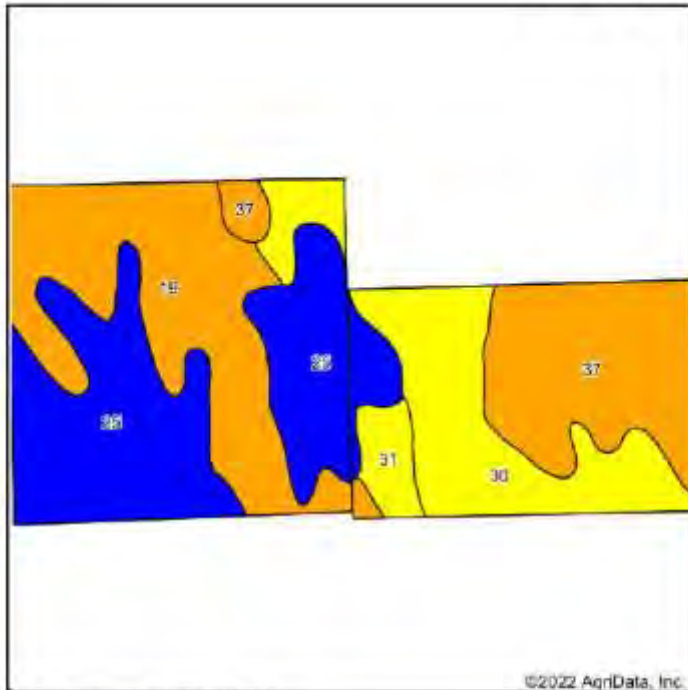
Code	Soil Description	Acres	Percent of field	In class Legend	In Class	Dry pinto beans Lbs	Sunflowers Lbs	Wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
27	Hartun loamy sand, 0 to 3 percent slopes	119.68	100.0%		IIIc	720	810	32	43	22	24
Weighted Average						3.00	720	810	*n 43	*n 22	*n 24

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.



SOILS MAP - Parcel #4

Soils Map



State: **Colorado**
 County: **Yuma**
 Location: **4-2N-48W**
 Township: **Yuma**
 Acres: **259.76**
 Date: **2/3/2022**

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Soils data provided by USDA and NRCS.

Area Symbol: CO125, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-In Class Legend	Non-In Class	Adalfs hay irrigated Tons	Corn irrigated Bu	Dry pinto beans irrigated Lbs	Sunflowers irrigated Lbs	Wheat irrigated Bu	% NCCPI Overall	% NCCPI Corn	% NCCPI Small Grains	
25	Kuma-Kath silt loams	82.91	31.9%		IIIc						50	20	25	
19	Haxfun sandy loam, 0 to 3 percent slopes	66.35	25.5%		IIIc						46	22	25	
30	Manter sandy loam, 2 to 5 percent slopes	51.74	19.9%		IVe	4.5	120	1350	1600	55	29	13	19	
37	Rago loam, 0 to 3 percent slopes	50.87	19.6%		IIIa						53	26	29	
31	Manter sandy loam, 5 to 9 percent slopes	7.89	3.0%		IVe						39	21	23	
Weighted Average						2.91	0.9	23.9	268.9	318.7	11	%n 45	%n 20.3	%n 24.5

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

PARCEL #1--WELL PERMIT #13222-FP

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 13222FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: April 26, 1968

Use: IRRIGATION

Name of Claimant: GERALD KOENIG

Location of well: Center of the NW1/4 of Section 30, Township 2 N,
Range 48 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 325 acre-feet

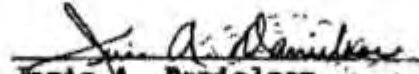
Maximum pumping rate: 1000 gallons per minute


Number of acres which may be irrigated: 130 acres

Description of acres irrigated: PT NW1/4 OF SEC 30, T2N, R48W

Totalizing Flow Meter: Meter may be required

Done this 8th day of May, 1991


Jarvis A. Danielson
State Engineer
State of Colorado

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



3900 US Hwy 34
PO Box 420
Yuma, CO 80759
Phone: 970-848-3846



WHEN IT COMES TO IRRIGATION
DEMAND QUALITY

Well and Pump Efficiency Test

Date: 5/25/2021 Time Test Started: 10:00 Ended: 11:30
 Customer Field Name: _____ Technicians: Molina, Melvin
 Legal: NW30-2N48W Service Order #: 2021020033
 Customer: Dean Koenig Estate Irrigation System: Valley Hrs. _____
 Address: 12428 Daniels Gate Drive Length: 1285 Acres: 119.09
 City, St, Zip: Castle Pine, CO 80108 Crop: Corn Soil type: _____
 Roads: CR 38 & B Nozzle Chart #: W-99225 End Gun type: SR100
 Distance (pump to pivot): _____ GPM: 675 PSI: 29
 Underground pipe size and type: _____ Elevation change, pump to pivot: _____
 Sprinkler Direction: _____ % Normal Operating % _____ Permit # 13222-FP

Pump Brand: Worthington Ser. # _____ Est. Depth: _____
 Head Size: 8" Column size: 8.625" Tube size and type: 2.5" B _____ W _____
 Bowl type: _____ # of stages: _____ Impeller trim: _____ Shaft size: 1 1/2"
 Motor or engine brand: US HP: 100 Frame type: A444UP RPM: 1800
 Serial # 1406579 FLA: 122.5 Well Plate: No Concrete Pad: No
 Dripper type: 4 gal dripwell Well Depth: _____

Installed Meter Brand: McCrometer Type: TFM Ser. # GP13-1710
 Model #: M0308 Pipe OD: 8.625 Pipe ID: 8.375 (As stated on meter)
 Totalizer type: Gallons: _____ Acre Ft.: X Final Reading: 56852
 Diameters of Straight Pipe Upstream: _____ Downstream: _____ Seal #: 2470253

Method of testing: PCC/Meter Equipment used: Fuji, N6H1755T
 Pipe O.D.: 8.625 Pipe wall thickness: 0.124 x2: 0.248 Pipe ID: 8.377
 Test Meter Info: Upstream (Inches) _____ Downstream (Inches) _____
 Meter Multiplier: 160 Kh 1.2 Meter type: Honeywell Ser. # Y8G022573678
 Meter cycle time: 62.73 (1) 62.73 (2) 63.03 (3) 62.72 (4) 63.05 (5) Ave. 62.85 Revs. 7
 Transformer type: Pole X Pad _____ Meter KW(as read): 0.0475 Meter KWH: 001540
 KW: 76.98 KVA: 81.26 Power Factor: 0.95
 P.C.C. 568.10 Power Company # 73-30-132 Structure ID # 650 7177

Electrical	To Ground			Line to Line											
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				460	462	464									
Ave. Voltage	0.00			462.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			103	99	103									
Ave. Amps	0.00			101.67			0.00			0.00			0.00		
Power Factor	0.00														
Kilowatts	0.00			81.26			0.00			0.00			0.00		
RPM	0.00														
Input HP	0.00			108.93			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90														
Brake HP				98.03			0.00			0.00			0.00		

Water	Static		Pumping Level					Acre Ft meter	Gal. meter
	Well Off	Well On							
Minutes	0.00	15					15.54		
PSI (Step test)	0.00								
Level		260							
Total Gallons	0.00	11043					11404.785	0.00	
GPM	0.00	736.20	0.00	0.00	0.00	0.00	733.90	0.00	
PSI Well (required)	0.00	24							
PSI Pivot	0.00								
End Gun Status	On/Off								
Friction Loss (Est.)	0.00	12							
Total Dynamic Head	0.00	327.44	2.31	2.31	2.31	2.31	2.31	2.31	
Water HP	0.00	60.87	0.00	0.00	0.00	0.00	0.43	0.00	
Pump Field Eff. *	0.00	62.1%	0.0%	0.0%	0.0%	0.0%	#DIV/0!	0.0%	
Overall Plant Eff.	0.00	55.9%	0.0%	0.0%	0.0%	0.0%	#DIV/0!	0.0%	
Specific capacity	0.00	2.83	0.00	0.00	0.00	0.00	#DIV/0!	0.00	

* Pump field efficiency is the same as pump bowl efficiency. Vibration: No Noise: Slight Rattl Air: No

Collins Meter Data				Installed Meter				
Stop Clamp Setting:	_____		_____		Acre Ft. Totalizer			
	LF		RF		Multiplier	0.0010		
Time 1	_____	_____	_____	_____	Start Reading:	56817		
Time 2	_____	_____	_____	_____	Stop Reading:	56852		
Time 3	_____	_____	_____	_____	Total:	0.035		
	LR		RR		Gallon Totalizer			
Time 1	_____	_____	_____	_____	Multiplier	_____		
Time 2	_____	_____	_____	_____	Start Reading:	_____		
Time 3	_____	_____	_____	_____	Stop Reading:	_____		
Average Reading:	0.00		GPM: 0.00		Total:	0		

Comments:

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N _____ Pivot GPS : N _____
 W _____ W _____
 © Elevation: _____ Elevation: _____

JAN 29 1970

WRJ-25-69

Index No.	<u>2842</u>
FDWD	<u>1-63</u>
Use	<u>6</u>
Registered	

ent

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

MAP AND STATEMENT FOR WATER WELL FILING
PERMIT NUMBER 013222-F

RECEIVED OCT 20 1969
GROUND WATER SECT.
COLORADO
STATE ENGINEER

RECEIVED OCT 15 1969
GROUND WATER SECT.
COLORADO
STATE ENGINEER

STATE OF COLORADO)
COUNTY OF _____) SS

WELL LOCATION 63
Yuma County

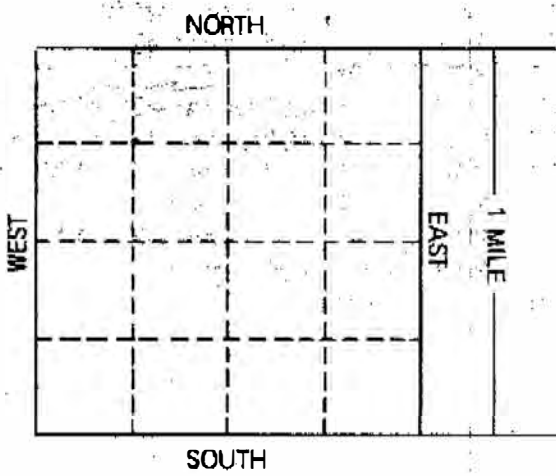
Know all men by these presents: That the undersigned
Gerald Rosenberg
Four Quarter Land Co. Colorado

Center $\frac{1}{4}$ of NW $\frac{1}{4}$, sec. 30
T. 2N R. 48W 6th P.M.

claimant(s), whose address is P.O. Box 632
City Greeley Yuma Colo., states:

INDICATE WELL LOCATION ON DIAGRAM

Claimant(s) is (are) the owner(s) of the well described hereon; the
total number of acres of land irrigated from this well is 160;
work was commenced on this well by actual construction 17th
day of September, 19 69;
the yield from said well is 1000 (gpm), for
which claim is hereby made for Irrigation purposes;
that the average annual amount of water to be diverted is
400 acre-feet; and that the aforementioned



WELL SHALL BE LOCATED WITH REFERENCE TO
GOVERNMENT SURVEY CORNERS OR MONUMENTS,
OR SECTION LINES BY DISTANCE AND BEARING.

statements are made and this map and statement are filed in
compliance with the law.
R. Machine Shupe
Claimant(s)
Subscribed before me on this 13 day of
October, 19 69.

1320 ft. from North section line.
(North or South)

1320 ft. from West section line.
(East or West)

My commission expires by Commission expires April 10, 1972
R. Machine Shupe
Notary Public

Ground Water Basin High Plains

Water Management District W-Y

Domestic wells may be located by the following:

Date Completed September 18th, 1969
Static Water Level 184'
Total Depth 360'

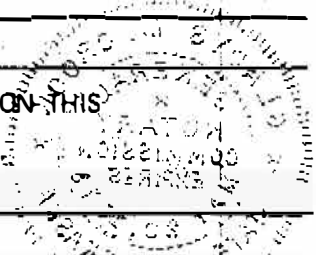
LOT _____, BLOCK _____

SUBDIVISION _____

FILING # _____

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS
_____ DAY OF _____, 19 _____

State Engineer



FORM TO BE MADE OUT IN QUADRUPPLICATE; WHITE FORM MUST BE AN ORIGINAL COPY ON BOTH SIDES AND SIGNED. WHITE copy & GREEN copy must be filed with the State Engineer within 30 days after well is completed; PINK copy is for the Owner & YELLOW copy is for the Driller.

WELL LOG

WELL DATA

From	To	Type of Material	Water Loc.
0	13	Top soil and clay	
13	21	Sandy clay	
21	35	Clay and mag.	
35	52	Sand and Gravel with clay	
52	57	Sand and Gravel	
57	80	Clay	
80	113	Sand and Gravel	
113	125	Sand and Gravel with clay	
125	167	Sand and Gravel	
167	202	Sand and Gravel with clay	12
202	207	Sand and Gravel	5
207	212	Clay	1
212	227	Sand and Gravel with clay	10
227	242	Sand and Gravel	15
242	259	Sand, gravel with clay	12
259	265	Sand and gravel	6
265	272	Clay and mag.	1
272	297	Sand and gravel with clay	18
297	302	Clay with sand and gravel	1
302	309	Sand and gravel with clay	4
309	319	Sand and gravel	10
319	346	Sand and gravel with clay	18
346	360	Sand and gravel	14
360		Clay	

GERALD KOENIG

13222-1

R.4-26-68

1400/400

184/176G

360/125
Clay
1600

71.70

19.50

14

9-69
1334
71

Use additional paper if necessary to complete log.

Type Drilling Rotary-Reverse

HOLE DIAMETER:
30 in. from 0 ft. to 360 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD
Plain Casing
 Size 16" kind Steel from 0 ft. to 230 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

Perforated Casing
 Size 16" kind Steel from 230 ft. to 360 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

GROUTING RECORD
 Material _____
 Intervals _____
 Placement Method _____

GRAVEL PACK RECORD
 Size 1/2 to 1/2 Interval All the way

TEST DATA
 Date Tested September 29, 1969
 Type of Pump Turbine
 Length of Test 4 Hrs.
 Constant Yield 1334
 Drawdown 71'

WELL DRILLERS STATEMENT
 The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge.
Kenneth W. Haggard
 X Haggard Drilling Co.

License No. 93

Subscribed and sworn to before me this 10th day of October, 1969

My Commission expires May 20, 1973.
James M. Cumb
 Notary Public

Nebraska
 State of Nebraska, County of Keith) ss



COLORADO
Division of Water Resources
Department of Natural Resources

COMMENTS:

PARCEL #2--WELL PERMIT #10663-FP

**GROUND WATER COMMISSION
STATE OF COLORADO**

FINAL PERMIT NO. 10663FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: February 24, 1966

Use: IRRIGATION

Name of Claimant: RANDALL & B TAYLOR

Location of well: NW1/4 of the NW1/4 of Section 35, Township 2 N,
Range 49 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 325 acre-feet

Maximum pumping rate: 1600 gallons per minute

Number of acres which may be irrigated: 130 acres

Description of acres irrigated: PT NW1/4 OF SEC 35, T2N, R49W

Totalizing Flow Meter: Meter may be required

Done this 19th day of March, 1992

Hal D. Simpson

Hal D. Simpson
Acting State Engineer,
State of Colorado

By:

Purushottam Dass
Purushottam Dass, Chief
Designated Basins Branch



Well and Pump Efficiency Test

Date: 7/3/2018 Time Test Started: 12:00 PM Ended: 2:00 PM
Customer Field Name: Technicians: Zimmerman, Brandon Hansen, Joe
Legal: NW35-2N49W Service Order #: 2018020111
Customer: Dean Koenig Irrigation System: Valley Hrs: 27087
Address: 901 Northn Albany Length: 1322.53 Acres: 126.15
City, St, Zip: Yuma, CO 80759 Crop: Corn Soil type:
Roads: CR 37 & YY Nozzle Chart #: End Gun type:
Distance (pump to pivot): GPM: PSI:
Underground pipe size and type: Elevation change, pump to pivot:
Sprinkler Direction: 9:00 % 21 Normal Operating % 21 Permit # 10663-FP

Pump Brand: Layne Bowler Ser. # D15866 Est. Depth:
Head Size: 10" Column size: 10.75" Tube size and type: 2.5" B W
Bowl type: # of stages: Impeller trim: Shaft size: 1 1/2"
Motor or engine brand: US HP: 75 Frame type: 365TP RPM: 1770
Serial # R2044760 FLA: 88 Well Plate: Yes Concrete Pad: Yes
Dripper type: 4 Gallon Dripwell Well Depth:

Installed Meter Brand: McCrometer Type: Propeller Ser. # GP13-1690
Model #: MD308-1300 Pipe OD: 8.000 Pipe ID: 7.750 (As stated on meter)
Totalizer type: Gallons: Acre Ft.: X Final Reading: 395600
Diameters of Straight Pipe Upstream: 3.00 Downstream: 4.00

Method of testing: PCC/Meter Equipment used: Fuji, N5G1360T
Pipe O.D.: 8 Pipe wall thickness: 0.125 x2: 0.250 Pipe ID: 7.750
Meter Multiplier: 160 Kh 1.2 Meter type: ABB Ser. # 01027988
Meter cycle time: 64.57 (1) 64.66 (2) 64.28 (3) 64.54 (4) 64.31 (5) Ave. 64.47 Revs. 6
Transformer type: Pole x Pad Meter KW(as read): 0.41 Meter KWH: 00616
KW: 64.33 KVA: 73.63 Power Factor: 0.87
P.C.C. 643.77 Power Company # 63-35-64 Structure ID # 6507174

Table with columns: Electrical, To Ground (L1, L2, L3), Line to Line (1-2, 2-3, 1-3). Rows include Voltage, Ave. Voltage, Amps, Ave. Amps, Power Factor, Kilowatts, RPM, Input HP, Motor Eff. (Rated), Brake HP.

Table with columns: Water, Static, Well Off, Well On, Pumping Level, Acre Ft meter, Gal. meter. Rows include Minutes, PSI (Step test), Level, Total Gallons, GPM, PSI Well (required), PSI Pivot, End Gun Status, Friction Loss (Est.), Total Dynamic Head, Water HP, Pump Field Eff. *, Overall Plant Eff., Specific capacity.

* Pump field efficiency is the same as pump bowl efficiency. Vibration: Noise: Air: Yes

Collins Meter Data

Table for Collins Meter Data with columns: Stop Clamp Setting, LF, RF, LR, RR, GPM Multiplier, Acre Ft. Totalizer, Gallon Totalizer. Includes rows for Time 1, 2, 3 and Average Reading.

Comments: Pumping level is estimated.

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N W Pivot GPS: N W
Elevation: 23 Elevation:

28: 1967

WRI-2
28 M-4S

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

RECEIVED
MAY 2 1967
GROUND WATER SECT.
COLORADO
STATE ENGINEER

Index No. 1623
IDWD 1-65
Use 6
Registered 5-2-67

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER 10663 - F

Know all men by these presents: That the undersigned REGAL FARMS INC
Roger Koenig
claimant(s), whose address is Joes Rt., City Yuma, Colorado
states: Claimant(s) is (are) the owner(s) of well No. 2 located as shown on the map below; the
total number of acres of land owned by him (them) to be irrigated from this well is 160; work
was commenced on this well by actual construction XIX 10 day of Sept, 1966; the
tested capacity of said well is 1600 (gpm) (cfs), for which claim is hereby made for 16000 Irr.
purposes; that the average annual amount of water to be diverted is 640 acre-ft.; and that the
aforementioned statements are made and this map and statement are filed in compliance with the law.

State of Colorado)
County of Yuma) ss

Roger Koenig
Claimant(s)

Subscribed and sworn before me this 1st day of May, 1967.

My Commission expires 1-31-68

Burtha E. Lewin
Notary Public

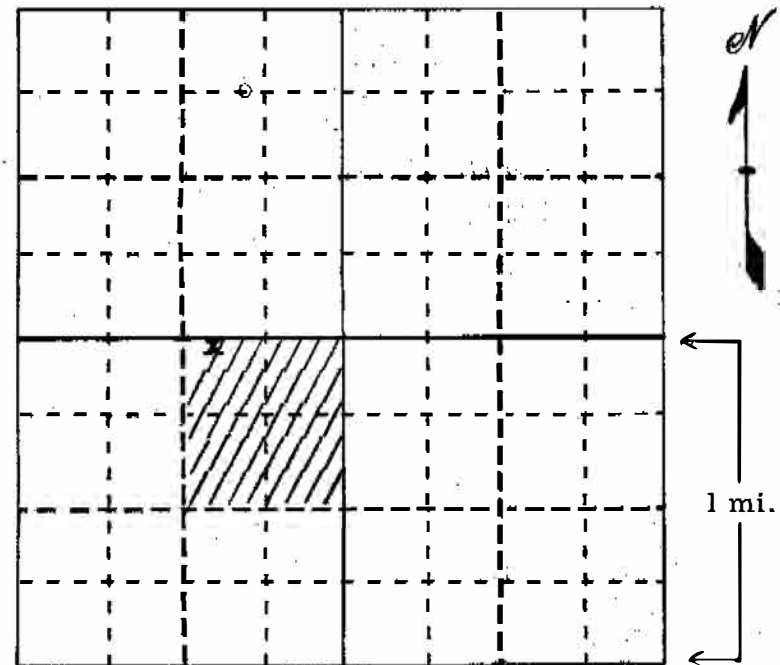
MAP

THE WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR
MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

60 feet from No. (North or South) section line
330 feet from West (East or West) section line

IF WELL IS FOR IRRIGATION, THE AREA TO BE IRRIGATED MUST BE SHADED OR CROSS-
HATCHED.

The square below will be used to indicate the location of the well and the irrigated land.



WELL LOCATION
Washington - 61 County
NW 1/4 NW 1/4, sec. 35
T. 2N, R. 49W, 6 P. M.
Ground Water Basin High Plains
Water Management District none
Domestic wells may be located by the following: LOT BLOCK
SUBDIVISION

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS
DAY OF _____, 19____.

LOG AND HISTORY

WELL LOG

WELL DATA

Ground Elevation _____

Date Started Sept. 10, 1966

Type Drilling Reverse Rotary

Date Completed March 1, 1967

From	To	Type of Material	Water Loc.	Perf.
0	3	Top-Soil		
3	15	Sand		
15	208	Clay and Sand Rock layers		1
208	239	Sand Gravel with Clay Layers	x	10
239	306	Clay and Sand		22
306	322	Gravel	x	x 16
322	328	Clay		x -
328	345	Gravel	x	x 17

REGAL
FARMS INC
10663-F
P. 2-24-66

9-66
GAS
KERO
40

1600	1400	54%
205	1400	405.c.
345	76	412

gravel
1600

1600	640
205	140
345	30

G

Hole Diameter:
28 in. from 0 ft. to 345 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Cemented from _____

Plain Casing

Size 16, kind steel from 0 ft. to 306 ft.

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

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

Perforated Casing

Size 16, kind steel from 306 ft. to 345 ft.

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

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

TEST DATA

Date Tested Sept. 1966

Type of Pump turbine

Length of Test 4 Hrs

Constant Yield 1600

Drawdown 245

Static Level 205

PUMP DATA (To be filled in)

Type of Pump turbine

Outlet Size 10"

Driven by Propane

Horsepower 150

DEPTH TO WATER 205

TOTAL DEPTH 345

Use additional paper if necessary to complete log and attach.

State of Colorado)
 County of Yuma) ss

WELL DRILLERS STATEMENT

Bargoss well co.

Keneth V Mitchell

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

Keneth V Mitchell

License No. 375

Subscribed and sworn to before me this 1st day of May, 1967.

My Commission expires 1-31, 1968.

Bertha E. Lewin
 Notary Public

FORM TO BE MADE OUT IN QUADRUPPLICATE:

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



REASON FOR VERIFICATION (CHOOSE ONLY ONE)

3.1 FORM (TFM): Re-verify TFM Replace TFM Repair/Reprogram TFM No Prev. TFM Re-seal TFM
 3.2 FORM (PCC): New PCC Re-verify PCC Modification Date (if re-verified due to system modification): _____

METER LOCATION AND ASSOCIATED WELL INFORMATION:

WDID 1: 6507174 WDID 2: WDID 3: WDID 4:
 UTM E: UTM N: Well Description: NW35-2N49W PERMIT#: 10663-FP

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: 1867963 New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____
 Register Seal No.: _____ New Seal No.: _____ Other: _____ Seal No. _____ New Seal No. _____

REPLACED TFM INFORMATION

Meter Serial No.: _____ Register Serial No.: _____
 Date New TFM Installed: _____ Date Previous TFM Removed: _____ Previous TFM: Reading Estimate _____

POWER METER INFORMATION:

Serial No.: 01027988 Mfr.: ABB Reading: 00616 Mult.: 160 No. Digits: 5 Power Company: YW Electric

INSTALLED TFM INFORMATION (TFM ONLY):

Mfr. McCrometer Model: MD308-1300
 Meter Serial No.: GP13-1690 Register Serial No.: _____ Vanes: Y No Unknown
 Multiplier: .001 No. Rec. Digits: 6 Units: Ac-Ft Gal Ac-In Cu-Ft K-Factor (if adj.) _____
 OD: 8.000 " ID: 7.750 " U/S Straight Pipe: 16 "= 2.1 Dia. D/S Straight Pipe: 24 "= 3.1 Dia.

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 8.000 " Wall Thickness: 0.125 " ID: 7.750 " U/S Straight Pipe: 24 "= 3.1 Dia. D/S Straight Pipe: 32 "= 4.1 Dia.
 Discharge (One or more): Open discharge/low pressure Sprinkler Drip Pressurized Other: _____

TEST METER (COLLINS TUBE): Standard Overhung

GPM Factor: _____ Stop Clamp Settings: _____

	1	2	3	4	5	6	7	8	9	10
Front:										
Back:										
	2-Point		2-Point		2-Point		10-Point			
Avg. of F/B:										

Avg. Collins: _____ x GPM factor
 Avg. QT (gpm): _____ (0,000.0)

INSTALLED FLOW METER

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
	Acft	(min:sec)		
Stop:	<u>397.6690</u>	<u>21</u> : <u>11.68</u>		
Start:	<u>397.6350</u>	<u>0</u> : <u>0.00</u>		
Total:	<u>0.0340</u>	<u>21.19</u>		
		(Dec. Min.)		
	522.8	Avg. QI (gpm) (0,000.0)		TFM Reading 397.669

TEST METER (ULTRASONIC OR VOLUMETRIC)

	Reading (gal)	Elapsed Time (min:sec)	Avg. QT (gpm) (0,000.0)
Stop:	<u>8,143.0</u>	<u>15</u> : <u>0.00</u>	542.9
Start:	<u>0.0</u>	<u>0</u> : <u>0.00</u>	
Total:	<u>8,143.0</u>	<u>15.00</u>	
		(Dec. Min.)	Spacer Setting: <u>5.382</u> (Ultrasonic Meter Only)

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 542.9 = **1.038** (to 0.000)
 QI = 522.8

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request (Page 2).

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft) (gpm)	Pressure (psi)
1 <u>12:15</u>	<u>542.90</u>	<u>28.0</u>
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 <u>6</u>	<u>64.57</u>	<u>0.0929</u>	0.0931
2 <u>6</u>	<u>64.66</u>	<u>0.0928</u>	
3 <u>6</u>	<u>64.28</u>	<u>0.0933</u>	
4 <u>6</u>	<u>64.54</u>	<u>0.0930</u>	
5 <u>6</u>	<u>64.31</u>	<u>0.0933</u>	
	PD=Avg.Rate x 3.6 x Pt x Ct x Kh=	<u>64.35</u>	kW (to 0.00)

STATIC WATER LEVEL (PCC ONLY)

Pump run time prior to arrival: 1:00
 Static Water Level (Decimal Feet from Discharge Centerline): _____
 Time of Static Water Level Measurement: _____
 If Water Levels cannot be obtained, provide reason: Could not get level.

PCC = (5433 x PD) ÷ (QT) = **644.0** kWh/af (to 0.0)

For PCC, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request (Page 2).

SPRINKLER INFORMATION (PCC ONLY)

End Gun: On Off None Sprinkler: On Off Tested Sprinkler Speed (%): 21 Normal Speed? Yes No
 Position from North: 9:00 o'clock Pump HP: 75 Pressure Regulators Installed and Funtional?: Yes No
 If re-verified due to system modifications, describe: _____

TESTING PROCEDURE PHOTO/SKETCH, ADDITIONAL CALCULATIONS AND COMMENTS

Describe testing procedure including sketch or photo documenting the well/meter configuration, outlets and test procedure. If programmable meter calibration (i.e K-Factor) is modified, explain reason for modification (i.e. measured flowrate before/after). Include detailed description of system under normal operating conditions.

One well pumps to one sprinkler that has an end gun that was not operating during this test. The TFM Calibration Coefficient is <5%, no signature required for this test from the Owner.



OWNER/AGENT INFO: Name: Dean Koenig Entity: _____ Title: Owner
 Address: 901 North Albany City: Yuma State: CO Zip: 80759 Phone: 970-848-5930

CERTIFIED TESTER STATEMENT

I hereby state that I am currently a person approved by the State Engineer to conduct well tests pursuant to the appropriate Rules Governing the Measurement of Ground Water Diversions. I have personally conducted measurement verification (TFM or PCC) of the above-described measurement device as required by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: Brandon Zimmerman Date of Well Test: 07/03/2018 Time of Well Test: 12:00 PM
 Tester Signature: Brandon Zimmerman Test Meter Serial No.: N5G1360T Test Meter Manufacturer: Fuji

OWNER/AGENT VARIANCE REQUEST (ONLY REQUIRED FOR VARIANCE REQUEST)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules for use of a Correction Coefficient or Power Conversion Coefficient as represented on this test. I understand that this Coefficient (TFM or PCC) will be utilized to calculate diversions associated with this meter.

Name (Print): Dean Koenig Signature: No Signature Required Date: 7/3/18

Ground Water Commission

State of Colorado

Final Permit No. 12652-FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority Date: October 9, 1967

Use: IRRIGATION

Name of Claimant: DEAN V KOENIG

Original Well Location: SE 1/4 of the SW 1/4 at a point 1150 feet from the South Section Line and 1585 feet from the West Section Line of Section 3, Township 1 North, Range 49 West of the Sixth Principal Meridian.

Maximum annual volume of appropriation: 325 acre-feet

Maximum pumping rate: 1000 gallons per minute

Number of acres which may be irrigated: 130 acres

Totalizing Flow Meter: Meter required

Description of acres irrigated: Part of the SW1/4 of Section 3, Township 1 North, Range 49 West, 6th P.M.

Done this 11TH day of MARCH, 2003

Hal D. Simpson

Hal D. Simpson
State Engineer
State of Colorado

William H Fronczak

By: William H Fronczak, P.E.
Chief, Designated Basins Branch



3900 US Hwy 34
PO Box 420
Yuma, CO 80759
Phone: 970-848-3846



WHEN IT COMES TO IRRIGATION
DEMAND QUALITY

Well and Pump Efficiency Test

Date: 6/1/2021 Time Test Started: 1:00 Ended: 1:15
 Customer Field Name: _____ Technicians: Molina, Melvin Zuniga, Miguel
 Legal: SW3-1N49W Service Order #: 2021020032
 Customer: Dean Koenig Estate Irrigation System: Zimmatic Hrs. _____
 Address: Rick Koenig Length: 1292 Acres: 120.39
 City, St, Zip: Castke Oine, CO 80108 Crop: Corn Soil type: Loamy Sand
 Roads: CR 35 & XX Nozzle Chart #: 88729 End Gun type: None
 Distance (pump to pivot): 250 GPM: 550 PSI: 19
 Underground pipe size and type: _____ Elevation change, pump to pivot: _____
 Sprinkler Direction: _____ % Normal Operating % _____ Permit # 12652-FP

Pump Brand: Layne Ser. # _____ Est. Depth: _____
 Head Size: 8" Column size: 8.625" Tube size and type: 2.5" B _____ W _____
 Bowl type: _____ # of stages: _____ Impeller trim: _____ Shaft size: 1 1/2"
 Motor or engine brand: GE HP: 100 Frame type: 13404TP16 RPM: 1770
 Serial # Edd502149 FLA: 243/117 Well Plate: _____ Concrete Pad: _____
 Dripper type: _____ Well Depth: 330

Installed Meter Brand: McCrometer Type: TFM Ser. # GP13-1717
 Model #: M0308 Pipe OD: 8.625 Pipe ID: 8.415 (As stated on meter)
 Totalizer type: Gallons: _____ Acre Ft.: X Final Reading: 129475
 Diameters of Straight Pipe Upstream: _____ Downstream: _____ Seal #: _____

Method of testing: PCC/Meter Equipment used: Fuji, A1H4785T
 Pipe O.D.: 8" Pipe wall thickness: 0.129 x2: 0.258 Pipe ID: #VALUE!
 Test Meter Info: Upstream (Inches) 5.0 Downstream (Inches) 7.0
 Meter Multiplier: 100 Kh 1.8 Meter type: Honeywell Ser. # K2G022608087
 Meter cycle time: 62.72 (1) 62.90 (2) 62.90 (3) 63.04 (4) 62.57 (5) Ave. 62.83 Revs. 7
 Transformer type: Pole X Pad Meter KW(as read): 0.777 Meter KWH: 002992
 KW: 72.20 KVA: 75.35 Power Factor: 0.96
 P.C.C. 710.12 Power Company # 64-3-43 Structure ID # 6507048

Electrical	To Ground			Line to Line														
	L1	L2	L3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3	1-2	2-3	1-3
Voltage				469	471	470												
Ave. Voltage	0.00			470.00			0.00			0.00			0.00			0.00		
Amps (Line 1,2,3)	0.00			93	91	94												
Ave. Amps	0.00			92.67			0.00			0.00			0.00			0.00		
Power Factor	0.00																	
Kilowatts	0.00			75.35			0.00			0.00			0.00			0.00		
RPM	0.00																	
Input HP	0.00			101.00			0.00			0.00			0.00			0.00		
Motor Eff. (Rated)	0.90																	
Brake HP				90.90			0.00			0.00			0.00			0.00		

Water	Static		Pumping Level					Acre Ft meter	Gal. meter
	Well Off	Well On							
Minutes	0.00	15					16.89		
PSI (Step test)	0.00								
Level		320							
Total Gallons	0.00	8285.8					9775.530	0.00	
GPM	0.00	552.39	0.00	0.00	0.00	0.00	578.78	0.00	
PSI Well (required)	0.00	42							
PSI Pivot	0.00								
End Gun Status	On/Off								
Friction Loss (Est.)	0.00	10							
Total Dynamic Head	0.00	427.02	2.31	2.31	2.31	2.31	2.31	2.31	
Water HP	0.00	59.57	0.00	0.00	0.00	0.00	0.34	0.00	
Pump Field Eff. *	0.00	65.5%	0.0%	0.0%	0.0%	0.0%	#DIV/0!	0.0%	
Overall Plant Eff.	0.00	59.0%	0.0%	0.0%	0.0%	0.0%	#DIV/0!	0.0%	
Specific capacity	0.00	1.73	0.00	0.00	0.00	0.00	#DIV/0!	0.00	

* Pump field efficiency is the same as pump bowl efficiency. Vibration: _____ Noise: _____ Air: _____

Collins Meter Data				Installed Meter				
Stop Clamp Setting:	_____		_____		Acre Ft. Totalizer			
	LF	RF			Multiplier	0.0010		
Time 1	_____	_____			Start Reading:	129445		
Time 2	_____	_____			Stop Reading:	129475		
Time 3	_____	_____			Total:	0.03		
	LR	RR			Gallon Totalizer			
Time 1	_____	_____			Multiplier	_____		
Time 2	_____	_____			Start Reading:	_____		
Time 3	_____	_____			Stop Reading:	_____		
Average Reading:	0.00	GPM: 0.00			Total:	0		

Comments: _____

Note things like condition of site, work that needs done, etc.

Pump GPS Coordinates: N _____ Pivot GPS : N _____
 W _____ W _____
 Elevation: _____ Elevation: _____

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

JUL 11 '90

REGISTERED
STATE ENGINEER
6018

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 12652 RF

WELL OWNER Clatus Meis SE 1/4 of the SW 1/4 of Sec. 3

ADDRESS 7583 C. Rd 37, Yuma, Co. T. 1 N. R. 49 W. 6 P.M.

DATE COMPLETED June 2, 1990 HOLE DIAMETER

30 in. from 0 to 330 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	2	Top Soil	
2	50	Sand, Gravel, Clay	
50	87	Clay, Sand	
87	107	Sand, Gravel & Clay layers	
107	139	Sand, Clay, Rock layers	
139	140	Rock	
140	180	Clay & Rock layers	
180	217	Sand & Gravel, Rock layers	
217	218	Rock	
218	235	Sand & Gravel, Clay	
235	240	Brown, Sandstone	
240	280	Gray Sandstone w/Gravel	
280	290	Silty Clay	
290	303	Silty clay & Sandstone	
303	327	Gravel	
327	335	Clay into Oker	
		TOTAL DEPTH <u>330</u>	

Use additional pages necessary to complete log.

DRILLING METHOD _____

CASING RECORD: Plain Casing

Size 16" & kind Steel from 0 to 300 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 16" & kind Steel from 300 to 330 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material Bentonite & Clay

Intervals _____

Placement Method _____

GRAVEL PACK: Size 1/4x1/2 Washed Gravel

Interval _____

TEST DATA

Date Tested June 2, 19 90

Static Water Level Prior to Test 246 ft.

Type of Test Pump Turbine Pump

Length of Test 4 Hours

Sustained Yield (Metered) 885 GPM

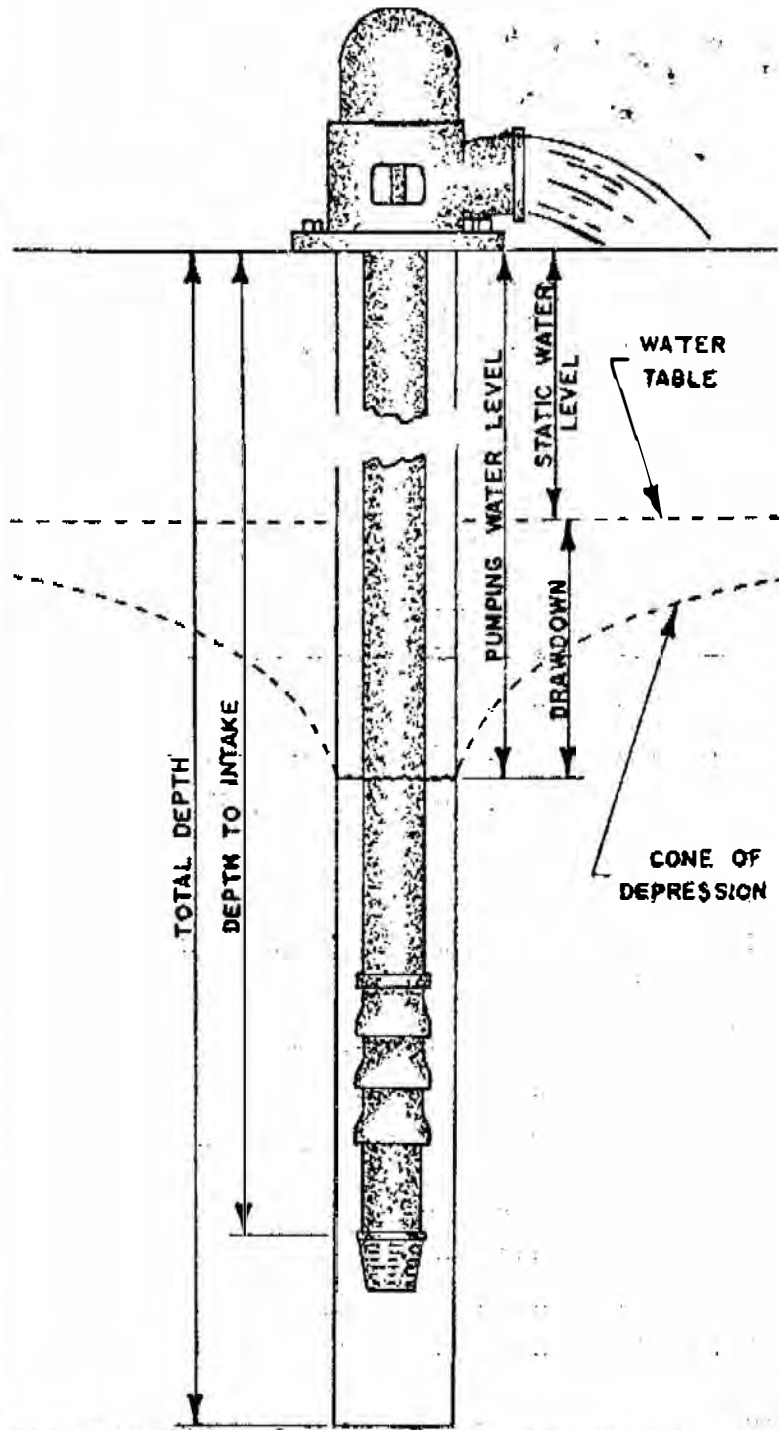
Final Pumping Water Level 301 Ft.

PUMP INSTALLATION REPORT

Pump Make Renco
 Type Turbine
 Powered by Electric HP 150
 Pump Serial No. Unknown
 Motor Serial No. _____
 Date Installed June 3, 1990
 Pump Intake Depth 315'
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested June 3, 1990
 Static Water Level Prior to Test 295'
 Length of Test 4 hrs Hours
 Sustained yield (Metered) 900 GPM
 Pumping Water Level 300'
 Remarks _____



CONTRACTORS STATEMENT

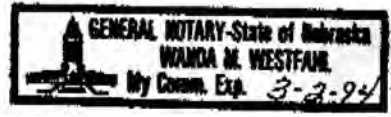
The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature [Signature] License No. 93
 State of Nebr Colorado, County of Chase SS

Subscribed and sworn to before me this 21 day of June, 1990.

My Commission expires: March 2, 1994.

Notary Public Wanda M. Westfahl



RECEIVED

DEC 21 1988

WRJ:5-Rev. 76

COLORADO DIVISION OF WATER RESOURCES

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

WATER CONSTRUCTION
DIVISION

CDWA

PERMIT APPLICATION FORM

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

RECEIVED

DEC 14 1988

WATER CONSTRUCTION
DIVISION

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

12-14-88 3:25 P
032472 60.00
00018
TTL 60.00

(X) REPLACEMENT FOR NO. 12652-F

() OTHER

WATER COURT CASE NO.

CHEQUE 60.00

(1) APPLICANT - mailing address

NAME Clatus Meis

STREET 7583 Co. Rd. 37

CITY yuma Co. Co. 80759
(State) (Zip)

TELEPHONE NO. 848-2405

(2) LOCATION OF PROPOSED WELL

County Washington

SE 1/4 of the SW 1/4, Section 3

Twp. 1 N, Rng. 49 W, 6 P.M.
(N, S) (E, W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 1000

Average annual amount of ground water to be appropriated (acre-feet): 325 CPM 12-14-88

Number of acres to be irrigated: 130 CPM 12-14-88

Proposed total depth (feet): 330

Aquifer ground water is to be obtained from:

ogallala

Owner's well designation: Clatus Meis

GROUND WATER TO BE USED FOR:

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

() OTHER (9)

DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name Burgess Well Co. Inc

Street Joas Rt.

City yuma Co. Co. 80759
(State) (Zip)

Telephone No. 848-5387 Lic. No. 375 32

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 95134 CL-1 / 9A5134

Basin 1 Dist. 6

CONDITIONS OF APPROVAL

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

1) APPROVED PURSUANT TO SECTION 37-90-111(1)(c), C.R.S., AS A REPLACEMENT OF THE EXISTING WELL WITH PERMIT NO. 12652-F.

2) THE WELL WHICH IS REPLACED MUST BE PLUGGED AND ABANDONED ACCORDING TO THE WATER WELL CONSTRUCTION AND PUMP INSTALLATION RULES. THE ENCLOSED AFFIDAVIT FORM MUST BE SUBMITTED WITHIN (60) DAYS AFTER THE CONSTRUCTION OF THE NEW WELL, AFFIRMING THAT THE EXISTING WELL WAS PLUGGED AND ABANDONED.

3) THE WELL MUST BE CONSTRUCTED WITHIN 300 FEET OF THE LOCATION OF THE ORIGINAL WELL EXCEPT THAT IT MUST NOT BE CONSTRUCTED NEARER TO THE EAST NOR FARTHER THAN 270 FEET TO THE WEST OF THE ORIGINAL WELL.

4) THE MAXIMUM PUMPING RATE OF THIS WELL SHALL NOT EXCEED 1000 G.P.M.

5) THE AVERAGE ANNUAL APPROPRIATION OF THIS WELL SHALL NOT EXCEED 325 ACRE-FEET.

6) APPROVAL OF THIS REPLACEMENT PERMIT SHALL NOT RESULT IN EXPANDED USE OF GROUND WATER. THE USE OF THE WELL IS LIMITED BY THE PERMIT TO THE IRRIGATION OF 130 ACRES LOCATED IN THE SW 1/4 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 49 WEST.

7) A TOTALIZING FLOW METER MUST BE INSTALLED ON THE WELL. ANNUAL DIVERSION RECORDS SHALL BE MAINTAINED BY THE WELL OWNER AND SUBMITTED TO THE DIVISION OF WATER RESOURCES UPON REQUEST.

PERMIT EXPIRATION DATE EXTENDED 1-26-89

JUL 29 1990

TO APPLICATION APPROVED

PERMIT NUMBER 12652-RF

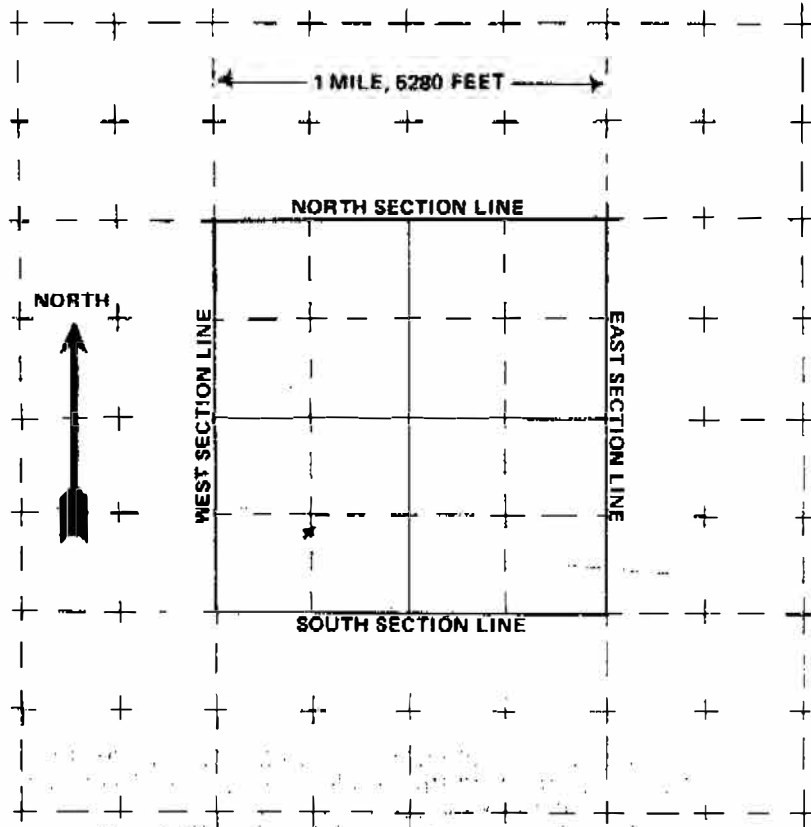
DATE ISSUED JAN 26 1989

EXPIRATION DATE JAN 26 1990

BY Robert A. Langenberg, Civil Engr.
(STATE ENGINEER)

I.D. 8-1-65 COUNTY 61

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



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

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

1260 ft. from South sec. line
(north or south)
1575 ft. from west sec. line
(east or west)
LOT 130 BLOCK 130 FILING # 130
SUBDIVISION 130

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: Clatus Meis
No. of acres 160 Will this be the only well on this tract? yes

(8) PROPOSED CASING PROGRAM
Plain Casing
28" in. from 0 ft. to 308 ft.
Perforated casing
28" in. from 308 ft. to 325 ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:
10' west and 100' North
of old well
Plug & Abandon as law
Requires

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

Owner(s): Clatus Meis No. of acres: 160
Legal description: S.W. 1/4 of sec. 3, T4N 49W

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

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
<u>NA</u>	<u>NA</u>	

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

Clatus Meis
SIGNATURE OF APPLICANT(S)

WRJ-25 MAY 19 1969 CIR

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

Ent

REGISTERED
JAN 6 1969
GROUND WATER
COLORADO
STATE ENGINEER

Index No. 2562
DWD 7-65
Use 6
Registered _____

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER 12652-F

STATE OF COLORADO)
COUNTY OF Yuma)

WELL LOCATION 61
Washington County

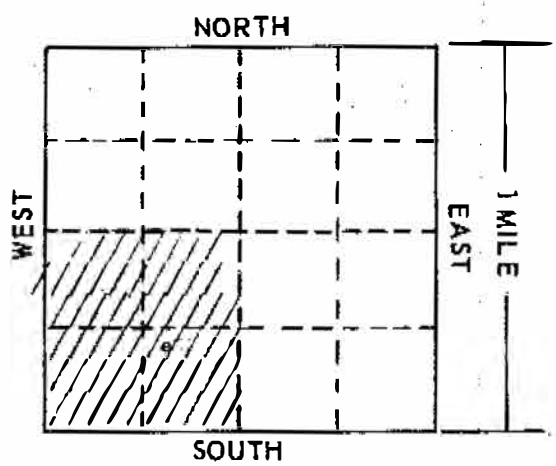
Know all men by these presents: That the undersigned
Regal Farms, Inc.
Yuma, Colorado

SE 1/4 of S.1 1/4, sec. 3
T. 1N R. 49W 6 P.M.

claimant(s), whose address is 2265
City Denver, Colorado, states:

INDICATE WELL LOCATION ON DIAGRAM

Claimant(s) is (are) the owner(s) of the well described hereon;
the total number of acres of land to be irrigated from this well
is 160; work was commenced on this well by actual con-
struction 15 day of Oct., 19 68;
the yield to be used from said well is 1 (gpm), for
which claim is hereby made for irrigation purposes;
that the average annual amount of water to be diverted is
160 acre-feet; and that the aforementioned
statements are made and this map and statement are filed in
compliance with the law.



WELL SHALL BE LOCATED WITH REFERENCE
TO GOVERNMENT SURVEY CORNERS OR MON-
UMENTS, OR SECTION LINES BY DISTANCE
AND BEARING.

1150 ft. from South section line.
(North or South)
1585 ft. from west section line.
(East or West)

X John A. Munger
Claimant(s)
Subscribed before me on this 4th day of
January, 19 69.
My commission expires in 3/4/71
Richard L. Hoch
Notary Public

Ground Water Basin High Plains
Water Management
District W-Y

WELL DATA
Date Completed Oct. 15 1968
Static Water Level _____
Total Depth _____

Domestic wells may be located by the following:
LOT _____, BLOCK _____
SUBDIVISION _____
FILING # _____

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS
_____ DAY OF _____, 19 _____

State Engineer

45

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

WELL LOG

From	To	Type of Material	Water Loc.
0	10	Sand and clay	
10	20	Sand and gravel	
20	22	Rock	
22	150	Sand gravel with clay and rock layers	
150	203	Sand clay and rock layers	
203	215	Gravel	
215	230	Sand gravel and rock layers	
230	308	Sand clay with rock layers	
308	324	Sand and Gravel	X

5
13
16

10-08
BRGS
1005
70
324

Recd. for...
12-1-67
11-10-9-67
225-2996-34%
524-2834-14 S.C.
324
34
K2

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Reverse Rotary

HOLE DIAMETER:

28 in. from 0 ft. to 327 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Cemented from _____

Plain Casing

Size 16 kind 8 from 0 ft. to 207 ft.
 Size _____ kind _____ from _____ ft. to _____ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.

Perforated Casing

Size 16 kind 8 from 207 ft. to 327 ft.
 Size _____ kind _____ from _____ ft. to _____ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.

TEST DATA

Date Tested Oct. 18, 1968
 Type of Pump barbing
 Length of Test 4 hrs.
 Constant Yield 1005
 Drawdown 295

WELL DRILLERS STATEMENT

Kenneth V. Mitchell

being duly sworn, deposes and says:
 he is the driller of the well herein described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge.

X Kenneth V. Mitchell
 Driller

License No. 375

State of Colorado, County of Yuma) ss

Subscribed and sworn to before me this 4th day of January, 1969

My Commission expires 3/14/71

Richard H. Hest
 Notary Public



REASON FOR VERIFICATION (CHOOSE ONLY ONE) Verify TFM (3.1) Re-seal TFM (3.1) Verify PCC (3.2)

METER LOCATION AND ASSOCIATED WELL INFORMATION: Well Description SW3-1N49W PERMIT#: 12652-FP

WDID 1: 6507048 WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION

Meter Seal No.: 2470257 New Seal No.: Other: Seal No. New Seal No.
Register Seal No.: New Seal No.: Other: Seal No. New Seal No.

REPLACEMENT OF EXISTING TFM (TFM ONLY): Date New TFM Installed: Date Previous TFM Removed:

Removed Meter Serial No: Removed Register Serial No.: Prev. TFM: Reading Estimate

NEW METER INFORMATION

Manufacturer: Model: Multiplier: No. Digits: Initial TFM Reading:

INSTALLED TFM (TFM ONLY) Units: Ac-Ft Gal Ac-In Cu-Ft

Meter Serial No: GP13-1717 Register Serial No.: K-Factor (if adjusted):

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: 8.000 " Wall Thickness: 0.129 " ID: 7.742 "

TEST METER (COLLINS TUBE): Standard Overhung

GPM Factor: Stop Clamp Settings:

	1	2	3	4	5	6	7	8	9	10
Front:										
Back:										
	2-Point			2-Point			2-Point			10-Point
Avg. of F/B:										

Avg. Collins: x GPM factor
Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)	
	Acft	(min:sec)		
Stop:	<u>129.5670</u>	<u>15 : 35.12</u>		
Start:	<u>129.5390</u>	<u>0 : 00.00</u>		
Total:	<u>0.0280</u>	<u>15.59</u> (Dec. Min.)		
	585.2	Avg. QI (gpm) (0,000.0)		

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: <u>5.387</u>	
			Scale Factor: <u>1.0</u>	
Stop:	<u>8,285.8</u>	<u>15 : 00.00</u>	Test Material: <u>Carbon Steel</u>	
Start:	<u>0.0</u>	<u>0 : 00.00</u>	Avg. QT (gpm) (0,000.0)	552.4
Total:	<u>8,285.8</u>	<u>15.00</u> (Dec. Min.)		

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 552.4 = **0.944** (to 0.000)
QI = 585.2

For CC greater than 1.050 or less than 0.950, Owner/Agent is REQUIRED to complete Owner/Agent Info and Variance Request.

STABILIZATION (PCC ONLY)

Time (24:00)	Pumping Level or Discharge Rate (ft)	Discharge Rate (gpm)	Pressure (psi)
1 : <u> </u>	<u> </u>	<u> </u>	<u> </u>
2 : <u> </u>	<u> </u>	<u> </u>	<u> </u>
3 : <u> </u>	<u> </u>	<u> </u>	<u> </u>
4 : <u> </u>	<u> </u>	<u> </u>	<u> </u>
5 : <u> </u>	<u> </u>	<u> </u>	<u> </u>

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 <u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	Pt: <u> </u>
4 <u> </u>	<u> </u>	<u> </u>	Ct: <u> </u>
5 <u> </u>	<u> </u>	<u> </u>	Kh: <u> </u>

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = kW (to 0.00)

PCC = (5433 x PD) ÷ (QT) = kWh/af (to 0.0)

Sprinkler End Gun: On Off None

POWER METER INFORMATION (PCC ONLY):

Serial No. KZG022608087 Reading 002992
Power Company YW Electric Multiplier: 100

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)

As Owner or Owner Agent, I hereby request a variance to Measurement Rules for use of a Correction Coefficient or Power Conversion Coefficient as represented on this test. I understand that this Coefficient (TFM or PCC) will be utilized to calculate diversions associated with this meter.

Requester Name: Jeff Koenig

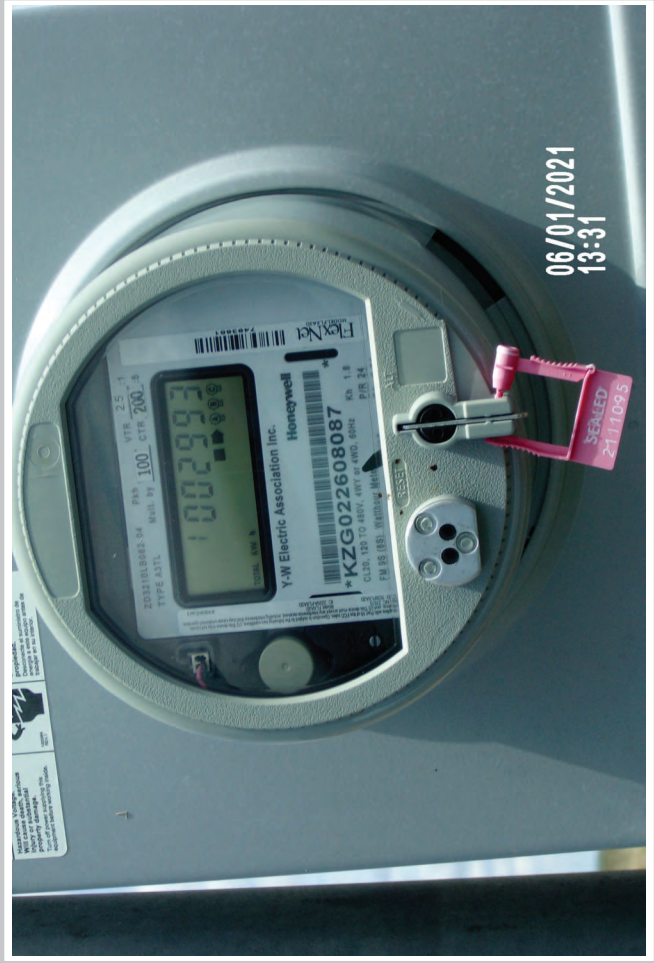
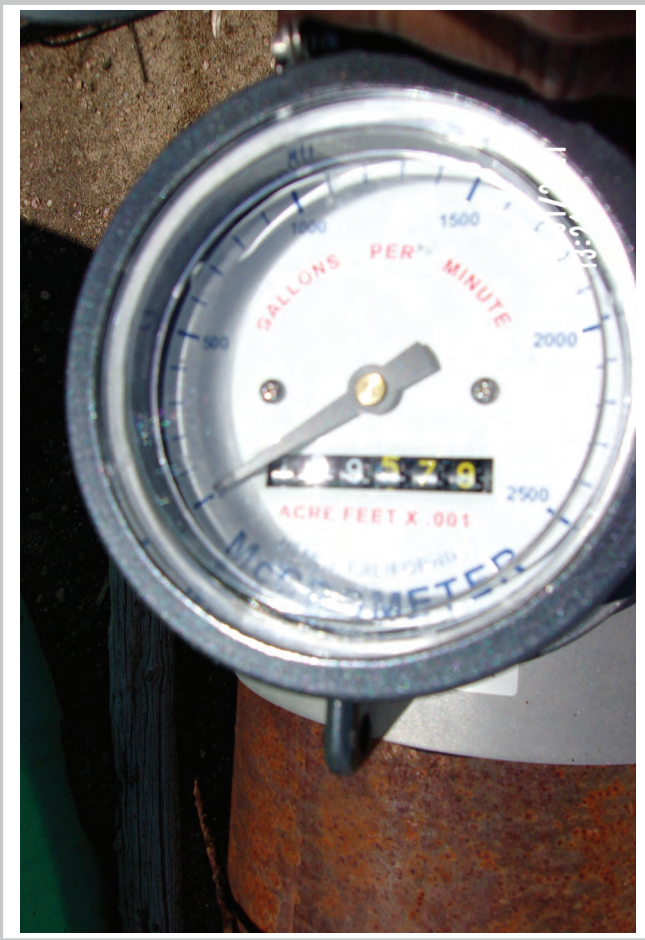
USER CONTACT: Name/Entity: Jeff & Lynn Koenig Phone No.: 970-630-1030

TESTER STATEMENT: I hereby state that I am currently a person approved by the State Engineer to conduct well tests pursuant to the appropriate Rules Governing the Measurement of Ground Water Diversions. I have personally conducted measurement verification (TFM or PCC) of the above-described measurement device as required by the Rules/Program Standard. I understand that falsifying this test can subject me to a fine of up to \$500.

Tester Name: Melvin Molina Date of Well Test: 06/01/2021 Test Meter Serial No.: A1H4780T

COMMENTS:

The TFM Calibration Coefficient is >5%, a variance is being requested for this TFM.





LETTER OF AUTHORIZATION FOR SIGNATURE

DIVISION OF WATER RESOURCES FORMS:

- * Change of Ownership/Address
- * Form 3.1- Notice of Totalizing Flowmeter Verification, Installation or Replacement
- * Form 3.2 - Notice of Power Consumption Coefficient (PCC) Rating or Re-rating
- * Form 11A - Variance Request for an Alternative Method of Measurement
- * Form 7 - Notice of Inactivation
- * Form 6.1 - Annual Usage Report

I HEREBY AUTHORIZE THE FOLLOWING QUALITY IRRIGATION PERSONNEL:

Name: Gene Wagner Title: Pump Dept. Supervisor

Signature: 

Name: Janelle Myotte Title: Well Testing Department

Signature: 

Name: Rob Harding Title: General Manager

Signature: 

Whose signatures appear above to sign the documents specified on my behalf.

Signature: 

Print Name: Jeff Keeney

Company Name: _____

Date: 2-16-17



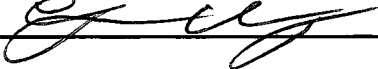
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Name: Gene Wagner Title: Pump Dept. Supervisor

Signature: 

Name: Janelle Myotte Title: Well Testing Department

Signature: 

Name: Rob Harding Title: General Manager

Signature: 

Whose signatures appear above to sign the documents specified on my behalf.

Signature: 

Print Name: Jeff Keeney

Company Name: _____

Date: 2-16-17

FARM LEASE

THIS LEASE is made effective this 1st day of March, 2022, between **Dean V. Koenig Partnership** whose address is 12428 Daniels Gate Dr., Castle Pines, CO 80108 ("Landlord") and **Jeff Koenig Farms LLC / Lynn Koenig Farms LLC** whose address is 36025 County Road G, Yuma, CO 80759 ("Tenant").

- Property.** In consideration of the covenants hereinafter set forth, Landlord does lease to Tenant, for agricultural and related purposes only, the following described real property in Yuma and Washington Counties, Colorado, to-wit:

DEAN V. KOENIG PARTNERSHIP - IRRIGATED LAND

Known as	Legal Description	Irr. Acres	FSA Tract #
Hyde	NW 1/4 of 35, T2N, R49W	130	13907
TOTAL IRRIGATED ACRES		130	

(NOTE - Hyde booster end-gun/sprinkler will be disabled to allow higher sprinkler water flow, thereby lowering Irrigated Acres from 134 to 130 when compared to previous lease acreage)

Together with all water and water rights, all fences, all buildings and improvements, and all rights except as specified below, referred to collectively as the "Farm."

- Term.** The term of this Lease shall be from March 1, 2022 until Aug 31, 2022, and shall terminate on Sept 1, 2022.
- Possession.** Possession of the Farm shall be given to Tenant on execution of this Lease.
- Rent.** Tenant shall pay to Landlord, as annual cash rent for the Farm, to be:

\$235 per irrigated acre

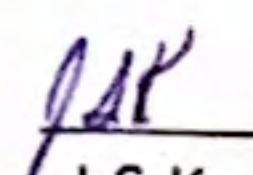
$$130.0 \text{ Irrigated Acres} \times \$235/\text{acre} = \$30,550 \times \frac{1}{2} \text{ year} = \$15,275$$

Full Payment Due March 1, 2022: \$15,275 (to Dean V. Koenig Partnership)

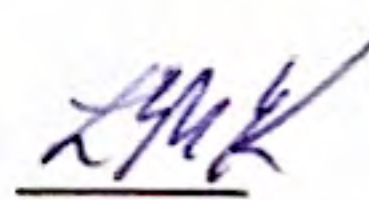
The annual cash rent shall be paid in the form of personal check.

- Water.** Tenant is responsible for paying all pumping costs. Landlord shall furnish ample water supply of 5 gallons per acre for use on the Farm in the proper operation of the Farm, by way of wells in the Ogallala Aquifer located thereupon. Should Landlord for any reason fail to furnish sufficient water to irrigate the crops as agreed, Tenant shall have the option of severing the affected land from the Farm at the end of the crop year. The terms of this Lease would therefore no longer pertain to the affected land. Rent for the following year will be re-negotiated for the particular ground. Ground furnished with an ample supply of water will continue to be governed by this Lease.

W.E.W R.D.K



 J.S.K.

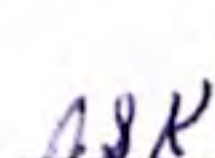


 L.M.K


6. **General Maintenance.** Tenant shall maintain the Farm and keep all buildings, irrigation pipe, pumps and motors and other improvements on the Farm in as good repair as they are when Tenant takes possession, and in as good repair and condition as they may be put during the term of this Lease, ordinary wear and depreciation excepted. Tenant shall be responsible for any damages to center-pivot irrigation systems, bins, and equipment that is caused by negligence of the Tenant.
7. **Condition and Maintenance of Irrigation Systems.** Tenant will flush and drain sprinklers and wells of water and sand, so that they will not freeze each year. Landlord, at Landlord's expense shall provide full sprinkler winterization and extensive maintenance to all of the irrigation systems at the beginning of first year. Tenant shall provide all labor either that of his own or hired laborers and small electrical parts (micro switches, contactors and other small parts and fuses) on irrigation systems. Tenant shall maintain and provide drip oil for all of the wells. Landlord shall supply major parts for such maintenance and repair (gearboxes, motors, tires, end guns, nozzles, and all major electrical devices, including pump and well repair).
8. **Operation Expenses.** Tenant shall pay all other farm expenses except for real estate taxes.
9. **Good Husbandry.** Tenant will operate the Farm in an efficient and husband like way, and will conduct farm operations in a manner that will conserve Landlord's property. All fertility of the property will be maintained and returned to Landlord at the expiration of this Lease in approximately the same condition as at the outset or better.
10. **Noxious Weeds.** Tenant shall use diligence to prevent noxious weeds from going to seed on the Farm, and shall destroy all weeds along the fences and around the irrigation system insofar as practical. Tenant will leave the property without having volunteer Hershey, Millet or Proso. Tenant will guarantee that all wheat planted will be free of rye contamination.
11. **Cover Crop.** Tenant shall be responsible for blowing ground and apply manure if available to prevent the ground from blowing with all means necessary. If Tenant neglects in doing so, Landlord has the right to take care of the problem and bill the Tenant. No pasture of corners without Landlord permission.
12. **Insurance.** Tenant shall procure, maintain and keep in force comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) per event insuring against bodily injury, death or property damage occurring on or about the Farm as the result of Tenant's occupancy and activities on the Farm. Landlord shall be named as an additional insured on all such insurance and Tenant shall furnish a copy of the endorsement to Landlord confirming that Landlord is named as an additional insured.
13. **Hunting Issues.** Landlord is not leasing any hunting rights to Tenant. Tenant shall not hunt nor shall Tenant allow others to hunt on the Farm without the express written consent of Landlord.
14. **Indemnification.** Tenant agrees to indemnify and hold Landlord harmless against any liability whatsoever which may result from or in any way relate to Tenant's activities on or near the Farm. Landlord agrees to indemnify and hold Tenant harmless against any liability which may result from or in any way relate to activities of Landlord on or around the Farm. Costs subject to indemnification include reasonable attorneys' fees.
15. **Government Programs.** All PFCC, direct payments received from land (or tracts) that pertain to the Farm that is being rented for the crop year, under such government programs shall be the property of Tenant. The base acres used to calculate payments have been split up and designated as shown above. Tenant shall maintain Landlord's present FSA base and yield and shall cause no diminution of such base and yield during term of this lease. In the event of market loss assistance, or any kind of a disaster, or payment due to low prices or low yields, Tenant shall receive all assisted payments for said property for that crop year. If at the end of this lease there remains government payment of the Tenants that has been deferred or not calculated until the next year, that payment will be surrendered to the Tenant no matter who the operator is at the time.
16. **Effects of Default.** If Tenant shall at any time be in default in the performance of any of the covenants herein, and Tenant shall fail to remedy such default within thirty (30) days of written notice of such default by

W.E.W

R.D.K



J.S.K.



L.M.K

Landlord, Landlord may terminate this Lease and enter upon and repossess the Farm, without prejudicing the right of Landlord to recover from the Tenant all rent due. If it becomes necessary for Landlord to hire an attorney to enforce any rights under this lease, Tenant agrees to pay Landlord's reasonable attorney fees.

17. Transfer of Property. If Landlord should sell or otherwise transfer title to the Farm, Landlord will do so subject to the provisions of this Lease for the current crop year. If Landlord sells lots, that acreage will be released after current crop is harvested.

18. Miscellaneous.

- (a) Tenant will not sub-let nor in any manner assign any part of the Farm or property without the written consent of Landlord.
- (b) Landlord may go upon the Farm at any time to inspect the same and to make improvements thereon.
- (c) Landlord reserves the right to lease the Farm for oil, gas and other mineral development, and in the event of exploration or development for such purposes, Tenant shall be reimbursed for all growing crops torn up on the drylands acres, and one-half of the surface damages that pertain to any of the irrigation land.
- (d) Amendments to this Lease shall be in writing and shall be signed by the parties hereto.
- (e) Tenant will hold Landlord harmless from all liability claims that may arise by reason of Tenant's occupancy.
- (f) Landlord shall have the right to assign its interest under this Lease without consent.
- (g) The terms herein shall extend to and be binding upon the assigns, heirs, executors and administrators of the parties to this Lease.
- (h) This Lease is made in and shall be construed and interpreted in accordance with the law of the State of Colorado.
- (i) This Lease cannot be recorded without the written permission of the Landlord.
- (j) This Lease may be signed in counterparts and transmitted by electronic methods.

19. All mowing will be done around borders, edges and boundaries every year by Tenant, or Landlord will provide at Tenant's expense.

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

LANDLORDS:


 Wendy E. Wyatt
 Personal Representative of the Dean V. Koenig Estate & Partner of Dean V. Koenig Partnership

DATE: _____

 Richard D. Koenig
 Personal Representative of the Dean V. Koenig Estate & Partner of Dean V. Koenig Partnership

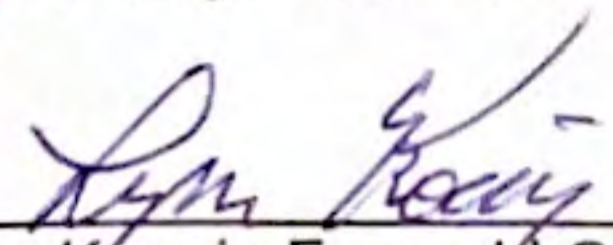
DATE: _____

TENANTS:



 Jeff Koenig Farms LLC

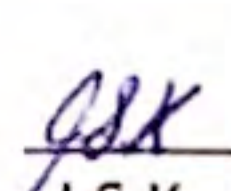
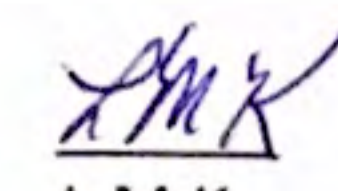
DATE: 1-28-22



 Lynn Koenig Farms LLC

DATE: 1-28-22

W.E.W R.D.K

 
 J.S.K. L.M.K

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	
		Title	
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	
		Owners' Association	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
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	
		Appraisal	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		Survey	
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	
		Inspection and Due Diligence	
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	
		Closing and Possession	
39	§ 12.3	Closing Date	
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 28	Acceptance Deadline Date	
43	§ 28	Acceptance Deadline Time	

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		TOTAL	\$	\$

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

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

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

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

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

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

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

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

122 **4.5. New Loan. (Omitted as Inapplicable)**

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

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

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

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

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

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

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

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

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

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

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

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

159

TRANSACTION PROVISIONS

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

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

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

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

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

190 6. APPRAISAL PROVISIONS. (Omitted as Inapplicable)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
255 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
259 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
260 7.3.5, collectively, Financial Documents);

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

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

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

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

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

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

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

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

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

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

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

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
312 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
319 as satisfactory.

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

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

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

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

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

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

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

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If 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**

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

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

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

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

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

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

398 **9. NEW ILC, NEW SURVEY.**

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

401 ~~9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The~~
402 ~~New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date~~
403 ~~after the date of this Contract.~~

404 ~~9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before~~
405 ~~Closing, by: Seller Buyer or:~~

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

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

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

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

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

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

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

428

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

469 **10.6. Due Diligence.**

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

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

478 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
479 **10.6.1.5.** Operating statements for the past _____ years;
480 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
481 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
483

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

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

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

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

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

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

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

499 **10.6.1.14.** Other documents and information:

500
501

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

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

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

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

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

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

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

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

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

536 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
537 owned by Buyer and commonly known as _____ Buyer has the Right
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
539 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's
540 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

541 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
543 the Property. There is **No Well**. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit.

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

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

552 **11. ESTOPPEL STATEMENTS.**

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

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

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

568 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**
569 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if
570 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
571 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 Yuma-Washington County Land Auction Detail Brochure Printed: February 23, 2022](#)

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.

GENERAL PROVISIONS

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

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

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791
792
793
794

795 **31. OTHER DOCUMENTS.**

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

797
798
799

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

801
802
803

804

SIGNATURES

805

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

Buyer's Signature Date Buyer's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

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: _____

EXHIBIT A

30-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended March 8, 2022 and in accordance with the terms and conditions of this Specific Performance Contract, the Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022, the Title Commitment and all supplements and additions thereto. Upon the online auction closing, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022 the Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022, 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 Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022, and heard, understood, and agreed to all statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Yuma-Washington County Land Auction Detail Brochure Printed February 23, 2022. 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.

30-5.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate, but is not required to incur any additional expense or risk.

30-6.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

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

BIDDER APPROVAL REQUEST

Date: _____

I _____, request approval to bid on Yuma-Washington County Land Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the Yuma-Washington County Land Auction Detail Brochure, Printed February 23, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin March 7, 2022 @ 8 am and will "soft close" March 8, 2022 @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.

Bidder(s) requesting approval:

Signature:

Approved by:

Reck Agri Realty & Auction

Marc Reck

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

PARCEL #1--TITLE COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Yuma County Abstract Company
 Issuing Office: 130 East 4th Street, Wray, CO 80758
 Issuing Office's ALTA® Registry ID:
 Loan ID Number: N/A
 Commitment Number: 19767
 Issuing Office File Number:
 Property Address: See Exhibit "A" Attached Hereto
 Revision Number:

1. Commitment Date: February 04, 2022 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy T.B.D.	T.B.D.
Proposed Insured: To be determined	
(b) ALTA Loan Policy	

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

Fee Simple

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

Dean V. Koenig Partnership, a Colorado General Partnership

5. The Land is described as follows:

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

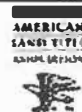
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	\$500.00
Basic - To Be Determined Deposit	
TAX CERTIFICATE	\$10.00
COPIES - 10 Pages	\$10.00
TOTAL	\$520.00

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



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

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

TOWNSHIP 2 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 30: NW¼, EXCEPT tract conveyed to Yuma County, State of Colorado in instrument recorded August 4, 1947 in Book 301 at Page 282, Yuma County, Colorado records;
and EXCEPT that portion of said Section 30 conveyed to Austin B. Glenn and Rose Ann Glenn in Deed recorded in Book 723 at Page 250, Yuma County, Colorado records, described as follows:
Commencing at the Northwest corner of said Section 30;
Thence N 90°00'00" E along the North line of said Section 30 a distance of 2047.5 feet to the true point of beginning;
Thence continuing N 90°00'00" E along the North line of said Section 30 a distance of 502.8 feet;
Thence S 0°09'10" E a distance of 591.4 feet;
Thence S 90°00'00" W a distance of 49.2 feet;
Thence N 44°06'40" W a distance of 302.0 feet;
Thence N 46°40'10" W a distance of 336.4 feet;
Thence N 0°06'10" W a distance of 143.7 feet to the point of beginning;

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File No. 19767

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

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 19767

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 14 at Page 158, Yuma County, Colorado records.
11. Right of Way and Easement, whether in fee or easement only, as granted to The Mountain States Telephone and Telegraph Company in instrument dated July 17, 1911, recorded July 29, 1911 in Book 57 at Page 184, Yuma County, Colorado records, and any assignment thereof or interest therein.

(continued on next page)

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

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File No. 19767

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

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. An undivided ½ interest in and to all oil, gas and other minerals upon and under the NW¼ Section 30, Township 2 North, Range 48 West of the 6th P.M. with the right of ingress and egress for the purpose of prospecting for, producing and carrying away said minerals, as reserved by George A. Russell and Ruth M. Russell in Warranty Deed dated December 28, 1970, recorded January 6, 1971 in Book 465 at Page 13, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate dated _____ between Dean V. Koenig Partnership, a Colorado General Partnership, Seller and Buyer to be determined.

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

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File No. 19767

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

Page 2 of 2



PATENT

Page 157

United States To

George D. Thomson

Location

SW⁴ Sec 4, T²S⁸E⁴, SE⁴SW⁴ 5-37-42 W 1600.

Aug 28th 1893

Date Dec 31 1896

United States To

John W. Poentz

Location

71W⁴ 30-27-48 W 15-59² W.

Sept 1, 1893

Date Feb 6, 1892

exceptions

PATENT

Page 158

14-158

THE UNITED STATES OF AMERICA

Recorded Sept. 14, 1976 at 10:30 O'Clock A.M. Reception 399550 Gary E. Stone, Recorder

145 Colorado Whereas Alexander F. Meyer of Adams County

has appeared in the General Land Office of the United States a Recipient of the Prognosis of the Land Office at Akron, Colorado whereby it appears that full payment has been made by the said Alexander F. Meyer.

According to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making better provision for the sale of the Public Lands," and the act supplemental thereto, for the Lots numbered one and two, and the south half of the North East quarter of Section four, in Township two North, of Range forty-eight West of the Sixth Principal Meridian, in Colorado, containing one hundred and sixty acres.

According to the Official Plat of the Survey of the said Lands, referred to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Alexander F. Meyer

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 Alexander F. Meyer

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenments, of whatsoever nature, thereto belonging, unto the said Alexander F. Meyer

and to his heirs and assigns forever; subject to any vested and actual water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and canals and 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 proprietors of a vein or lode to extract and remove the ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of December, in the year of our Lord one thousand eight hundred and ninety-two, and of the Independence of the United States the one hundred and sixteenth

By the President: Benjamin Harrison. G. Macfarland Asst. Secretary D. P. Roberts Recorder of the General Land Office

Grantor The Colorado Telephone Co. et al, by E.B. Field, Pres., J.E. McDonald

Grantee The Mountain States Telephone and Telegraph Co.

Description To the Following:

Grantor	Date	Dec. of Property
J.R. Clement	Jan. 31 "1910	N 1/2 Sec. 30, Twp. 2 N. R.
M. Ingram	Jan. 1911	NW 1/4 NE 1/4 Sec. 27, T. 2 N. R.
J.G. Lane	Nov. 7 "1910	N 1/2 NW 1/4 Sec. 27, T. 2 N. R.
Mrs. Von Horrum Schramm	Nov. 7" 1910	N 1/2 N 1/2 Sec. 28, T. 2 N. R.
Mrs. I.J. Owen	Nov. 7" 1910	NW 1/4 of NW 1/4 of NE 1/4 Sec. 28, 2 N. R. 48 West

Ack'd Before Floyd F. Walpole, N.P. Seal, Denver Co. Colo. Sept. 17 "1911

Commission Expires Jan. 19 "1915

Dated July Sept. 17 "1911

Filed July 29 "1911

No 365111

Deed, Right,
Right of Way in
The Colorado
Telephone Company et al
to
The Mountain States
Telephone & Tel Company
Filed for Record
July 27, 1911. 8⁰⁰ AM
John E. Abbott,
Recorder

This Deed Made this 17th day
of July, in the year of our
Lord one thousand nine hundred
and eleven, between The Colorado
Telephone Company, a corporation
duly organized and existing under
and by virtue of the laws of
the State of Colorado, & E. B. Field,
Edw. B. Field, Jr., A. V. Hunter, Philip
Feldhauser, E. S. Kessler, W. L. Graham,
E. M. Burgess, Roderick Reid, and
Crawford Hill as directors of

the said The Colorado Telephone Company, parties
of the first, and The Mountain States Telephone
and Telegraph Company, a corporation duly organized
and existing under and by virtue of the laws
of the State of Colorado, party of the second
part, -Witnesseth: That the said parties of the
first part for and in consideration of the sum
of one dollar and other good and valuable
considerations to the parties of the first part
in hand paid by said party of the second part.
The receipt whereof is hereby confessed and
acknowledged, have granted, bargained, sold and conveyed,
and by these presents do grant, bargain, sell, convey and
confirm unto the said parties of the second part,
its successors and assigns forever, all rights, rights
of way and easements now exercised, used and
occupied by the corporation party of the first
part, or which the said party is entitled to
exercise, use and occupy, whether obtained by
license, permit, grant, conveyance, prescription, adverse
user or otherwise, located in the County of Gunnison
State of Colorado, and including the rights, rights
of way and easements evidenced by the following
instruments in writing, to-wit:

Recorded, Records of Clerk & Recorder Gunnison County
Grantor Date of Instrument Description of Property Book Page
J. R. Clements Jan. 31, 1910. W 1/2 of Sec. 30 T. 2 N., R. 48 W. 63 P. 21
W. Ingram Jan. 1911. NW 1/4 of NE 1/4 Sec. 27, T. 2 N., R. 48 W. 63 P. 21
J. H. Lane Nov. 7, 1910. W 1/2 of NE 1/4 Sec. 27, T. 2 N., R. 48 W. 63 P. 21
Mrs. Von Hanna Schramm Nov. 7, 1910. W 1/2 of NE 1/4 Sec. 28, T. 2 N., R. 48 W. 63 P. 21
Mrs. S. J. Owen Nov. 7, 1910. NW 1/4 of NE 1/4 of NE 1/4 Sec. 27, T. 2 N., R. 48 W. 63 P. 21
Together with all and singular the hereditaments

both corporeal and incorporeal, and the appurtenances thereto belonging, or in any wise appertaining, and the reversions and reversionaries, remainders, rents, issues and profits thereof, together with all rights, franchises, privileges, easements, licenses, and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to, or in any way appertaining to, arising out of or used in connection with the above bargained premises.

To Have and To Hold the said premises above bargained and described, with the appurtenances, franchises, privileges, easements and rights as aforesaid, unto the said party of the second part, its successors and assigns forever.

And the said The Colorado Telephone Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents, it is well seized of the premises above granted and conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear of all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peaceable possession of said party of the second part, its successors and assigns, against all and every person, persons or corporations lawfully claiming or to claim the whole or any part thereof, or any interest therein, the said The Colorado Telephone Company shall and will warrant and forever defend.

The parties of the first part hereby covenant and agree to execute any and all necessary instruments of conveyance, release, confirmation or assignment, and to do any and all acts or things which the

said second party, may or shall at any time hereafter deem necessary, expedient or proper to vest in said second party, its successors or assigns, the full, absolute and beneficial title hereby intended to be granted or conveyed, in and to the premises hereinbefore described.

In Witness Whereof, the corporation party of the first part, in pursuance of a resolution of its board of directors, duly authorized and ratified by its stockholders, has herewith caused its name to be signed by its president, attested by its secretary, and its corporate seal affixed and the individuals parties of the first part, as directors of The Colorado Telephone Company, have herewith set their respective hands and seals, the day and year first above written.

The Colorado Telephone Company

Attest:
J. E. Macdonald
Secretary



By E. B. Field, President

E. B. Field (Seal)

Edw. B. Field Jr. (Seal)

A. V. Hunter (Seal)

Philip Feldhausen (Seal)

E. S. Kessler (Seal)

W. L. Graham (Seal)

E. M. Burgess (Seal)

Roderick Reid (Seal)

Crawford Hill (Seal)

Signed, sealed & delivered
in the presence of:
Wilton Smith
Hoyd J. Waspole

State of Colorado }
City & County of Denver }

I, Hoyd J. Waspole, a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that E. B. Field, and J. E. Macdonald, who are personally known to me to be the same persons whose names are subscribed to the annexed instrument in writing as having executed the same respectively as president and secretary of The Colorado Telephone Company, a corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the same was thereunto affixed by the authority of said corporation;

That said instrument was by like without authorized
 with its corporate name; that the said E.B. Field
 is the president of said corporation, and the said
 J.G. Macdonald is the secretary thereof; that by
 the authority of said corporation they respectively
 subscribed their names thereto as president and
 secretary, and that they signed, sealed and delivered
 the said instrument of writing as their free
 and voluntary act and deed, and as the free
 and voluntary act and deed of said corporation
 and hereby act and deed of said corporation
 for the uses and purposes therein set forth.
 Given under my hand and seal of
 office, this 17th day of July, A.D. 1911.
 My commission expires January 17th, 1915.

J.G. Macdonald
 Secretary
 J.G. Macdonald
 President

day previously appeared E.B. Field, E.B. Field of
 J.M. Hunter, Philip Dickerson, G.D. Foster, W.L. Frank
 G.M. Burgess, (Kedrick) and Crawford their
 names to be the persons whose names are
 subscribed to the foregoing instrument as directors
 of the Colorado Telephone Company, and verbally
 acknowledged to me that they and each of
 them acted for the uses for the uses and
 purposes therein set forth.

13 before me, a Notary Public, on this
 day personally appeared E.B. Field, E.B. Field of
 J.M. Hunter, Philip Dickerson, G.D. Foster, W.L. Frank
 G.M. Burgess, (Kedrick) and Crawford their
 names to be the persons whose names are
 subscribed to the foregoing instrument as directors
 of the Colorado Telephone Company, and verbally
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 purposes therein set forth.

Given under my hand and seal of
 office, this 17th day of July, A.D. 1911.
 My commission expires January 17th, 1915.

J.G. Macdonald
 Secretary
 J.G. Macdonald
 President

That said instrument was by like without authorized
 with its corporate name; that the said E.B. Field
 is the president of said corporation, and the said
 J.G. Macdonald is the secretary thereof; that by
 the authority of said corporation they respectively
 subscribed their names thereto as president and
 secretary, and that they signed, sealed and delivered
 the said instrument of writing as their free
 and voluntary act and deed, and as the free
 and voluntary act and deed of said corporation
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 G.M. Burgess, (Kedrick) and Crawford their
 names to be the persons whose names are
 subscribed to the foregoing instrument as directors
 of the Colorado Telephone Company, and verbally
 acknowledged to me that they and each of
 them acted for the uses for the uses and
 purposes therein set forth.

Given under my hand and seal of
 office, this 17th day of July, A.D. 1911.
 My commission expires January 17th, 1915.

J.G. Macdonald
 Secretary
 J.G. Macdonald
 President

Valuation = \$48,000.00

Doc. Fee = \$4.80

Filed for record the 6th day of January A. D. 1971 at 8:50 o'clock A. M. BOOK 465 PAGE 13

Reception No. 383656 S. R. Allison RECORDER

This Deed, Made this 28th day of December in the year of our Lord

one thousand nine hundred and seventy between George A. Russell and Ruth M. Russell Nebraska of the County of Thayer and State of Colorado of the first part, and Circle Three Inc., A Colorado Corporation of the County of Weld and State of Colorado, of the second part:

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One hundred dollars and other valuable consideration DOLLARS, to the said part 1st of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part, their heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Yuma and State of Colorado, to-wit:

Township 2 North, Range 48 West of the 6th P.M.

Section 30: N2

EXCEPTING AND RESERVING an undivided one-half interest in and to all oil, gas, and other minerals upon and under said real estate with the right of ingress and egress for the purpose of prospecting for, producing and carrying away said minerals.

JAN 6 1971 STATE DO. MEN. & RV. FE. 4 DLS 80 CTS

Together With all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 1st of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said part Y of the second part, their heirs and assigns forever. And the said part 1st of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said part Y of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 and encumbrances of whatever kind or nature soever except easements and restrictions of record.

and the above bargained premises, in the quiet and peaceable possession of the said part Y of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1st of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

George A. Russell
Ruth M. Russell
[Signatures]



STATE OF Nebraska Thayer County of Nebraska. The foregoing instrument was acknowledged before me; this 30th day of December, 1970, by George A. Russell and Ruth M. Russell. Witness my hand and official seal. My commission expires 10-13-70. [Signature]

*If acting in representative or official capacity, insert name and capacity.

Book 499, 156
Rec. #396400

Oct. 16, 1975
9:00 A.M.

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy County Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975....Margie Eyestone.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

PARCEL #2--TITLE COMMITMENT

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Washington County Title Company
Issuing Office: 158 Main Avenue, P.O. Box 397, Akron, CO 80720
Issuing Office's ALTA® Registry ID: 1067655
Loan ID Number: N/A
Commitment Number: 202222698
Issuing Office File Number: 202222698
Property Address: 0000 Vacant Land, Washington County, CO
Revision Number:

1. Commitment Date: January 31, 2022 at 7:00 AM

2. Policy to be issued: **Proposed Policy Amount**
(a) ALTA Owner's Policy Standard \$1,000.00

Proposed Insured: To Be Determined

(b) ALTA Loan Policy

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

Fee Simple

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

Dean V. Koenig Partnership, a Colorado General Partnership

5. The Land is described as follows:

The Northwest Quarter (NW¼) of Section 35, Township 2 North, Range 49 West of the 6th P.M., Washington County, Colorado.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

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

Owner's Premium	\$360.00
Total	\$360.00

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

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File No. 202222698

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

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 202222698

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes in the year 2022, and subsequent years, special assessments or charges not certified to the County Treasurer.
9. Dedication by County Commissioners of Washington County, Colorado of all section lines as rights of way for the purpose of public roads or highway by Resolution dated July 5, 1910 and recorded July 6, 1910 in [Book 108 at Page 38](#), and by Resolution dated September 24, 1952 and recorded November 1, 1983 in [Book 825 at Page 180](#).
10. Reservations of (A) Right of proprietor of any penetrating vein or lode to extract his ore; and (B) Right of way for any ditches or canals constructed by authority of the United States as reserved in U. S. Patents recorded in [Book 95 at Page 139](#).
11. Right of way, whether in fee or easement only, for pipeline purposes, granted to Kansas-Nebraska Natural Gas Company, Inc. by Roger Koenig and Lucille Koenig, by instrument recorded April 14, 1969 in [Book 612 at Page](#)

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

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File No. 202222698

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

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

[476](#), in which the specific location of the easement is not defined. (Affects NW¼-35-2N-49W)

12. Grant of all oil, gas, minerals and mineral rights now owned by Grantors, as conveyed by Hoch Brothers, a partnership, Richard A. Hoch, individually and as partner, and as successor Trustee of Arnold Hoch, Trustee, Donald H. Hoch, individually and as a partner, Robert S. Hoch, individually and as a partner, Katherine L. Hoch, David A. Hoch, Grantor, unto Hoch Bros. Oil & Gas, Inc., a Colorado corporation, Grantee, in the instrument recorded November 20, 1990 in [Book 910 at Page 679](#), together with appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. (NW¼-35-2N-49W)
13. Mineral reservation as contained in Warranty Deed dated January 10, 1970, and recorded March 21, 1994 in [Book 928 at Page 464](#). Roger T. Koenig and Lucille R. Koenig reserve one-half (1/2) of the oil, gas, and other minerals that have not been previously conveyed or reserved, for a period of 10 years from 2/1/66, and as long thereafter as oil and gas are produced, together with the rights of ingress and egress; and any and all assignments thereof or interests therein. (NW¼-35-2N-49W)
14. Mineral reservation as contained in Warranty Deed dated April 1, 1994, and recorded April 4, 1994 in [Book 928 at Page 716](#). Richard A. Hoch reserves one-half (1/2) of all oil and gas and mineral rights now owned by Grantor, for a period of 10 years from 4/1/94, and as long thereafter as there is commercial production of same; and any and all assignments thereof or interests therein. (NW¼-35-2N-49W)
15. Oil and Gas Lease dated December 20, 2003 and recorded September 17, 2004 in [Book 989 at Page 153](#). Dean V. Koenig, individually and as managing partner of the Dean V. Koenig Partnership as Lessors; Edward Mike Davis, LLC, as Lessee; for a primary term of 5 years; and any and all assignments thereof or interests therein. (NW¼-35-2N-49W)

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

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File No. 202222698

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

Page 2 of 2



Commissioner Wenig offered the following resolution and order, and moved the adoption thereof, seconded by Commissioner Farrar and upon being put, the motion was unanimously carried. All three members voting in favor thereof.

ORDER OF BOARD OF COUNTY COMMISSIONERS.

ORDER Declaring all Section and Township Lines on the Public Domain of the United States, in Washington County, to be Public Highways, Passed by the Board of County Commissioners July 5th A. D. 1910.

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

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

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

THEREFORE It is hereby ORDERED by the Board of County Commissioners of the County of Washington, assembled in regular meeting, that all section and township lines on the public domain of the United States within the limits of the County of Washington and State of Colorado, to-wit: in Townships 1, 2, 3, 4, and 5 north, and in Townships 1, 2, 3, 4, and 5 south, of the base line, in ranges 49, 50, 51, 52, 53, 54, and in Townships 1, 2, 3, 4 and 5 south of base line in ranges 55, and 56 west of the 6th principal meridian, be and the same are hereby declared to be the center of public highways or county roads, which said roads shall be and hereby are declared to be roads 60 feet in width, being 30 feet on each side of said section and township lines;

BE IT FURTHER ORDERED that the County Clerk and Recorder of Washington County be and her is hereby instructed, when certified copy of this order is so recorded, to prepare three certified transcripts of such recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor-General for the State of Colorado, at Denver Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioner of the General Land Office at Washington D. C. and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Filed for record at 8 o'clock A. M. July 6th, 1910 and recorded in Book 108, page 38.

H. C. Black, Recorder.

CERTIFIED COPY OF
RESOLUTION 1952-24

NO.
Book 825
Page 180

James E. Lee, Wm. H.
Darrell and Oscar E.
Higgason, County Com-
missioners, Washington
County, Colorado

to

The Public

Dated September 24, 1952

Certified November 1, 1983

By Garland M. Wahl, County
Clerk and Recorder (S)

Washington County, Colorado

Filed for record November 1, 1983 at 2:15 P.M.

WHEREAS, By Resolution of the then Board of County Commissioners of Washington County, Colorado, passed in the year 1910, all Section lines on the Public Domain within this County, were declared open for public travel, and

WHEREAS, the Board of County Commissioners has been petitioned from time to time to close certain highways to public travel, and

WHEREAS, After due deliberation the Board of Commissioners has determined that no such Section line as heretofore declared open should be closed until and unless the person or persons desiring this action, shall provide for suitable travel by the public in cases of necessity or convenience.

NOW, THEREFORE, IT IS RESOLVED, By this Board, that no Section lines heretofore declared open by the Resolution first above mentioned, shall be closed in the future unless proper cattle guard of such type as shall meet the approval of the Commissioners, and gate of sufficient width to accomodate the public, shall be available for the accomodation of the public at the entrance and exit of any and all roads so closed.

BE IT FURTHER RESOLVED, That no action will be taken in any case to close the Section lines to public travel without the formality of a Petition as provided by and without the petitioner to be benefited by such action: first providing at his expense the approved an

Done this 24th day of September, A.

Commissioners Book 2,

THE UNITED STATES OF AMERICA.

Certificate No. 5199

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Eugene Chast of Weld County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado whereby it appears that full payment has been made by the said Eugene Chast

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

The North West Quarter of Section thirty five, in Township Two, North of Range forty nine West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

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

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 Eugene Chast

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, therunto belonging, unto the said Eugene Chast

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

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

GIVEN under my hand, at the City of Washington, the twenty eighth day of May, in the year of our Lord one thousand nine hundred and ninety, and of the Independence of the United States the one hundred and fourteenth

BY THE PRESIDENT: Benjamin Harrison
By M. Mc. Kean Secretary.

J. M. Townsend Recorder of the General Land Office.



Recorded, Colorado Vol. 30, Page 321

Filed for Record the 11th day of March, A. D. 1907 at 1 o'clock P. M.

H. C. Black Recorder

By Deputy

698438

STATE OF COLORADO)
 COUNTY OF WASHINGTON) ss
 Entered on numerical index _____,
 Filed for record in the office of the
 County Clerk (Register of Deeds) on
 the 14 day of APRIL, 1968
 at 8:00 O'Clock AM and recorded in book
613 of _____ at page 476

 County Clerk Register of Deeds
 By: [Signature] Deputy

Recorded at 8:00 o'clock A M April 14, 1969
 Recention No 698438 CECIL S. FORFE, Recorder

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Roger Koenig and his wife, Lucille Koenig
 _____ of the County of Washington

and the State of Colorado for and in consideration of the sum
 of one dollar (\$1.00), receipt of which consideration is hereby acknowledged, do
 hereby grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a
 Kansas Corporation, its successors and assigns (hereinafter collectively called
 Grantee), the right-of-way and easement to construct, install, maintain, renew,
 replace and operate pipelines, either above or below ground, and appurtenances
 thereto, for the transportation of gas, in, on, over and through the following
 described lands situated in the County of Washington and State of
Colorado to wit:

The Northwest Quarter, Section 35, Township 2 North, Range 49 West.

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-
 Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such
 pipelines, and appurtenances thereto, shall be maintained; together with the right
 of ingress to and egress from said premises for the purpose of constructing, in-
 specting, repairing, maintaining, renewing and replacing the property of Grantee
 located thereon, or the removal thereof, in whole or in part, at will of Grantee.
 Grantors retain the right to use and enjoy said premises, subject only to the
 right of Grantee to use the same for the purposes herein expressed.

All pipe lines installed or constructed on the surface of or above
 ground shall, except through grazing land, parallel established fences and be so
 installed or constructed as not to interfere with continued use of all existing
 field entrances and roadways, nor obstruct the flow of drainage in natural or
 constructed water courses, irrigation canals and ditches.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this
25 day of March, 1969

In presence of

[Signature]

[Signature]

 Right-of-Way Agent

[Signature]

[Signature]

STATE OF Colorado)
 COUNTY OF Yuma) ss

BE IT REMEMBERED that on this 25 day of March
 A.D., 1969, before me, a notary public in and for the county and state aforesaid,
 personally appeared the above named Roger Koenig and Lucille Koenig
 who are personally known to me and known to
 me to be the same person S who executed the foregoing instrument and such person
 acknowledged the execution of the same and acknowledged said instrument to be
 a voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial
 seal on this 25 day of March, 1969.

NOTARY PUBLIC

[Signature]

 Notary Public

[Signature]

 Notary Public

Reception No. **794384** **0910** PAGE **679**
 WASHINGTON COUNTY CLERK & RECORDER
 MINERAL DEED

NOVEMBER 20, 1990
 N/C MAIL

THIS DEED, made this 12th day of October, 1990, between HOCH BROTHERS, A Partnership, RICHARD A. HOCH, individually and as a Partner, and as Successor Trustee of ARNOLD HOCH, Trustee, DONALD H. HOCH, individually and as a Partner, ROBERT S. HOCH, individually and as a Partner, KATHERINE L. HOCH, DAVID A. HOCH, hereafter called GRANTOR, and HOCH BROS. OIL & GAS INC., A Colorado Corporation, whose street address is 201 South Main, City of Yuma, County of Yuma and State of Colorado, hereinafter called GRANTEE.

WITNESSETH, that the GRANTOR, for a good and valuable consideration, does remise, release, sell, convey and QUIT-CLAIM unto the GRANTEE, all the right, title, interest, claim and demand which the Grantor has in and to ALL OIL, GAS, MINERALS AND MINERAL RIGHTS NOW OWNED BY THE GRANTORS, INCLUDING RIGHTS OF REVERSION AND REMAINDER INTERESTS UNDERLYING THE FOLLOWING described property situate, lying and being in the County of Washington and State of Colorado, to-wit:

TOWNSHIP 1 SOUTH, RANGE 49 WEST OF THE 6TH P.M.

Section 17: ALL;
 Section 18: ALL;
 Section 19: N $\frac{1}{2}$;
 Section 32: SE $\frac{1}{4}$;

TOWNSHIP 1 SOUTH, RANGE 50 WEST OF THE 6TH P.M.

Section 13: ALL;
 Section 24: N $\frac{1}{2}$;
 Section 26: S $\frac{1}{2}$;

TOWNSHIP 2 NORTH, RANGE 49 WEST OF THE 6TH P.M.

Section 35: NW $\frac{1}{4}$;

TOWNSHIP 2 NORTH, RANGE 50 WEST OF THE 6TH P.M.

Section 24: NE $\frac{1}{4}$; NW $\frac{1}{4}$;
 Section 29: NE $\frac{1}{4}$;

TOWNSHIP 3 NORTH, RANGE 49 WEST OF THE 6TH P.M.

Section 29: NE $\frac{1}{4}$;

TOWNSHIP 3 NORTH, RANGE 51 WEST OF THE 6TH P.M.

Section 25: NW $\frac{1}{4}$;

TOWNSHIP 4 NORTH, RANGE 50 WEST OF THE 6TH P.M.

Section 15: S $\frac{1}{2}$;

TOWNSHIP 5 NORTH, RANGE 49 WEST OF THE 6TH P.M.

Section 23: SE $\frac{1}{4}$;

STATE OF ^{Colorado} CALIFORNIA)
) ss.
COUNTY OF ^{Yuma})

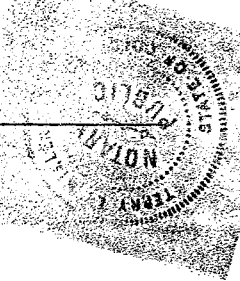
RDY 0910 PAGE 681

The foregoing instrument was acknowledged before me this 12th day of October, 1990, by DONALD H. HOCH, A Partner of HOCH BROTHERS and Individually.

WITNESS my hand and official seal.

My commission expires: 2/14/94

Terry L Miller
NOTARY PUBLIC
Address: 323 S. Buffalo
Yuma, CO 80789



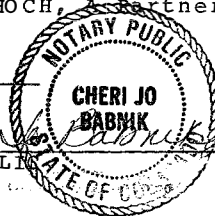
STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by ROBERT S. HOCH, A Partner of HOCH BROTHERS and Individually.

WITNESS my hand and official seal.

My commission expires: 10-9-93

Cheri Jo Babnik
NOTARY PUBLIC
Address: _____



Mailing address for future tax notices: HOCH BROS. OIL & GAS INC. Name
201 South Main Yuma, CO 80759
Mailing address

Filed for record on 21ST day of MARCH, A. D. 1970 at 10:55 AM

No. 803290

GARLAND M. WAHL
WASHINGTON COUNTY RECORDER

Roger T. Koenig and Lucille R. Koenig

9928-464

whose address is Yuma, Colorado

County of Yuma and State of Colorado for the consideration of Ten Dollars (\$10.00) and other consideration--~~XXXXXX~~ in hand paid, hereby sell(s) and convey(s) to

Regal Farms, Incorporated, a Colorado corporation,

whose address is Yuma, Colorado

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

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-five (35), Township Two (2) North, Range Forty-nine (49) West of the Sixth Principal Meridian; excepting and reserving one-half ($\frac{1}{2}$) of the oil, gas, and other minerals lying in and on said land that have not been previously conveyed or reserved, for a period of ten (10) years from date of Feb. 1, 1966, and as long thereafter as oil and gas are produced, together with the right of ingress and egress for the purpose of prospecting for, producing and carrying away the same, heretofore reserved

State Documentary Fee
Date 11-30-78
\$ 5.60 33

with all its appurtenances and warrant(s) the title to the same, subject to: general taxes for the year 1970 and thereafter and easements and restrictions of record.

Signed this 10th day of January, 1970

Roger T. Koenig
Lucille R. Koenig

STATE OF COLORADO,
County of Yuma } ss.

The foregoing instrument was acknowledged before me this

tenth day of January, 1970

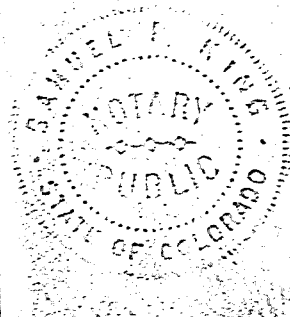
by* Roger T. Koenig and Lucille R. Koenig.

Witness my hand and official seal.

My commission expires

January 17, 1971

Garland M. Wahl
Notary Public



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

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 20th day of December, 200 3, by and between

Dean V. Koenig, Individually and as Managing Partner of the Dean V. Koenig Partnership

whose address is

901 North Albany Street, Yuma, Colorado 80759

, hereinafter called Lessor (whether one or more) and

Edward Mike Davis, L.L.C.

whose address is

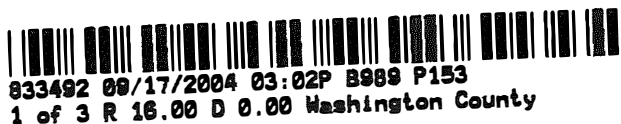
730 17th Street, Suite 450, Denver, Colorado 80202

hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE (\$10.00 ±) DOLLARS cash in hand paid, the receipt and sufficiency are hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demise, lease and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the ~~exclusive right~~ for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled under the terms of this lease, with rights of way and easements for laying pipe lines and servicing or drilling other wells in the vicinity of said lands, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary, remaindermen, and

executory rights therein, situated in Washington and Yuma County, Colorado, described as follows, to-wit:

Washington County
Township 2 North, Range 49 West, 6th P.M.
Section 34: N/2, less a 10.00 acre tract in the SE/4SE4NE/4
Section 35: NW/4



Yuma County
Township 2 North, Range 48 West, 6th P.M.
Section 4: Lots 1(40.27), 2(40.42), 3(40.72), S/2N/2 less a 54.00 acre tract, m/l, located in the
N/2NE/4 and fully described in Warranty Deed recorded in reception #498057, re-recorded
In reception #498452 of the Yuma County records, State of Colorado.

Section 30: NE/4
Section 33: W/2NW/4

See Exhibit "A" attached hereto and made a part hereof.

and containing 976.98 acres, more or less, together with all strips or parcels of land (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - 2nd. To pay Lessor one-eighth (1/8) of the net proceeds at the well from the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.
 - 3rd. To pay Lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.
 - 4th. To pay Lessor one-eighth (1/8) of the proceeds received from the sale of any substance covered by this lease, other than oil and gas and the products thereof, which Lessee may elect to produce, save, and market from the leased premises.
4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or re-working operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for the Lessor may be deducted from any amounts of money which may become due the Lessor under the terms of this lease. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
15. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Dean V. Koenig

Dean V. Koenig,
Individually and as Managing Partner of the Dean V.
Koenig Partnership



033492 09/17/2004 03:02P B989 P153
2 of 3 R 16.00 D 0.00 Washington County

SS/Tax ID# _____

STATE of Colorado

ACKNOWLEDGEMENT-INDIVIDUAL

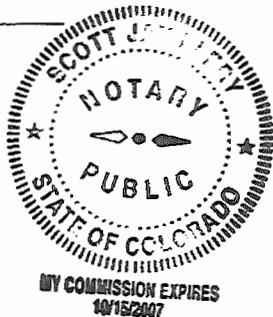
COUNTY of Yuma

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21ST day of December, 2003,
personally appeared Dean V. Koenig, Individually

_____, to me known to be the
identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed
same as his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 10-15-2007



Scott Jay Elery
Notary Public: Scott Jay Elery
Address: 13363 Marion Street
Thornton, Colorado
80241

STATE of _____

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200____,
personally appeared _____

_____, to me known to be the
identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed
same as _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: _____

Notary Public:
Address:

STATE of Colorado

ACKNOWLEDGEMENT-CORPORATE

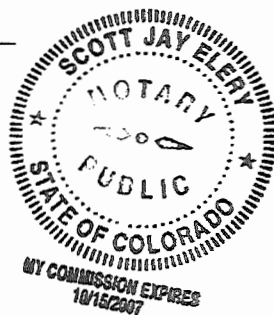
COUNTY of Yuma

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21ST day of December, 2003,
personally appeared Dean V. Koenig

_____ to me known to be the identical person who
subscribed the name of the maker thereof to the foregoing instrument as its Managing Partner and acknowledged to me that _____ he executed
the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation by authority of its Board of Directors, for
the uses and purposes therein set forth.

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

My Commission Expires: 10-15-2007



Scott Jay Elery
Notary Public: Scott Jay Elery
Address: 13363 Marion Street
Thornton, Colorado
80241

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

PARCEL #3--TITLE COMMITMENT

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Washington County Title Company
Issuing Office: 158 Main Avenue, P.O. Box 397, Akron, CO 80720
Issuing Office's ALTA® Registry ID: 1067655
Loan ID Number: N/A
Commitment Number: 202222699
Issuing Office File Number: 202222699
Property Address: 0000 Vacant Land, Washington County, CO
Revision Number:

1. Commitment Date: January 31, 2022 at 7:00 AM

2. Policy to be issued: **Proposed Policy Amount**
(a) ALTA Owner's Policy Standard \$1,000.00

Proposed Insured: To Be Determined

(b) ALTA Loan Policy

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

Fee Simple

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

Dean V. Koenig Partnership, a Colorado General Partnership

5. The Land is described as follows:

The Southwest Quarter (SW¼) of Section 3, Township 1 North, Range 49 West of the 6th P.M., Washington County, Colorado.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
Owner's Premium \$360.00
Total \$360.00

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

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File No. 202222699

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

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 202222699

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes in the year 2022, and subsequent years, special assessments or charges not certified to the County Treasurer.
9. Dedication by County Commissioners of Washington County, Colorado of all section lines as rights of way for the purpose of public roads or highway by Resolution dated July 5, 1910 and recorded July 6, 1910 in [Book 108 at Page 38](#), and by Resolution dated September 24, 1952 and recorded November 1, 1983 in [Book 825 at Page 180](#).
10. Reservations of (A) Right of proprietor of any penetrating vein or lode to extract his ore; and (B) Right of way for any ditches or canals constructed by authority of the United States as reserved in U. S. Patents recorded in [Book 100 at Page 27](#).
11. Right of way, whether in fee or easement only, for pipeline purposes, granted to Kansas-Nebraska Natural Gas Company, Inc. by John D. Montgomery, by instrument recorded April 14, 1969 in [Book 612 at Page 477](#), in which

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

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File No. 202222699

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

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

the specific location of the easement is not defined.

12. Mineral reservation as contained in Warranty Deed dated December 30, 1988, and recorded January 4, 2005 in [Book 991 at Page 166](#). Clatus E. Meis reserves an undivided 50% interest in and to all oil, gas and other minerals presently owned by the Grantor for a period of 15 years from 12/30/88, or for so long thereafter as there is profitable production; and any and all assignments thereof or interests therein.

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

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File No. 202222699

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

Page 2 of 2



Commissioner Wenig offered the following resolution and order, and moved the adoption thereof, seconded by Commissioner Farrar and upon being put, the motion was unanimously carried. All three members voting in favor thereof.

ORDER OF BOARD OF COUNTY COMMISSIONERS.

ORDER Declaring all Section and Township Lines on the Public Domain of the United States, in Washington County, to be Public Highways, Passed by the Board of County Commissioners July 5th A. D. 1910.

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

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

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

THEREFORE It is hereby ORDERED by the Board of County Commissioners of the County of Washington, assembled in regular meeting, that all section and township lines on the public domain of the United States within the limits of the County of Washington and State of Colorado, to-wit: in Townships 1, 2, 3, 4, and 5 north, and in Townships 1, 2, 3, 4, and 5 south, of the base line, in ranges 49, 50, 51, 52, 53, 54, and in Townships 1, 2, 3, 4 and 5 south of base line in ranges 55, and 56 west of the 6th principal meridian, be and the same are hereby declared to be the center of public highways or county roads, which said roads shall be and hereby are declared to be roads 60 feet in width, being 30 feet on each side of said section and township lines;

BE IT FURTHER ORDERED that the County Clerk and Recorder of Washington County be and her is hereby instructed, when certified copy of this order is so recorded, to prepare three certified transcripts of such recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor-General for the State of Colorado, at Denver Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioner of the General Land Office at Washington D. C. and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Filed for record at 8 o'clock A. M. July 6th, 1910 and recorded in Book 108, page 38.

H. C. Black, Recorder.

CERTIFIED COPY OF
RESOLUTION 1952-24

NO.
Book 825
Page 180

James E. Lee, Wm. H.
Darrell and Oscar E.
Higgason, County Com-
missioners, Washington
County, Colorado

to

The Public

Dated September 24, 1952

Certified November 1, 1983

By Garland M. Wahl, County
Clerk and Recorder (S)

Washington County, Colorado

Filed for record November 1, 1983 at 2:15 P.M.

WHEREAS, By Resolution of the then Board of County Commissioners of Washington County, Colorado, passed in the year 1910, all Section lines on the Public Domain within this County, were declared open for public travel, and

WHEREAS, the Board of County Commissioners has been petitioned from time to time to close certain highways to public travel, and

WHEREAS, After due deliberation the Board of Commissioners has determined that no such Section line as heretofore declared open should be closed until and unless the person or persons desiring this action, shall provide for suitable travel by the public in cases of necessity or convenience.

NOW, THEREFORE, IT IS RESOLVED, By this Board, that no Section lines heretofore declared open by the Resolution first above mentioned, shall be closed in the future unless proper cattle guard of such type as shall meet the approval of the Commissioners, and gate of sufficient width to accomodate the public, shall be available for the accomodation of the public at the entrance and exit of any and all roads so closed.

BE IT FURTHER RESOLVED, That no action will be taken in any case to close the Section lines to public travel without the formality of a Petition as provided by and without the petitioner to be benefited by such action: first providing at his expense the approved

Done this 24th day of September, A.

Commissioners Book 2,

THE UNITED STATES OF AMERICA.

Certificate No. 14933

To all to Whom these Presents shall come, GREETING:

Whereas, John H. Muesse, of Washington County, Colorado

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

John H. Muesse

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

The South West Quarter of Section three in Township one North of Range forty-nine west of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said John H. Muesse

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 John H. Muesse

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

John H. Muesse

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

149353

B

M. F. H.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,

Washington, D. C. July 26, 1907.

President of the
tent, and the Seal of the

I her by certify that the annexed copy of patent is a true and literal explanation of the record in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of

Washington, on the day and year above written.



Fred Dennett

Acting

Recorder of the General Land Office

land, Asst Secretary
ral Land Office.

fourth
eight
and
States the one hundred

Filed for Record the

1st

day of

August

A. D. 1907

at 11 o'clock A. M.

H. C. Black

Recorder

Deputy.

INDEXED

G-1505-7

BOOK 612 PAGE 477

698439

PHOTOGRAPHED

Recorded at 8:00 o'clock A M April 14, 1969
Reception No. 698439 CECIL S. FOREE, Recorder

STATE OF Colorado)
COUNTY OF WASHINGTON) ss
Entered on numerical index _____,
Filed for record in the office of the
County Clerk (Register of Deeds) on
the 14 day of April, 1969,
at 8:00 O'Clock AM and recorded in book
_____ of _____ at page 477.
County Clerk - Register of Deeds
By: Henry J. [Signature]

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, John D. Montgomery, a married person doing business in

his own name of the County of Washington

and the State of Colorado for and in consideration of the sum of one dollar (\$1.00), receipt of which consideration is hereby acknowledged, do hereby grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called Grantee), the right-of-way and easement to construct, install, maintain, renew, replace and operate pipelines, either above or below ground, and appurtenances thereto, for the transportation of gas, in, on, over and through the following described lands situated in the County of Washington and State of Colorado to wit:

Southwest Quarter, Section 3, Township 1 North, Range 49 West
East half, Section 9, Township 1 North, Range 49 West

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipelines, and appurtenances thereto, shall be maintained; together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property of Grantee located thereon, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

All pipe lines installed or constructed on the surface of or above ground shall, except through grazing land, parallel established fences and be so installed or constructed as not to interfere with continued use of all existing field entrances and roadways, nor obstruct the flow of drainage in natural or constructed water courses, irrigation canals and ditches.

25 IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this day of March, 1969

In presence of

Virginia Nelson John D. Montgomery
Right-of-Way Agent

STATE OF Colorado)
COUNTY OF Yuma) ss

BE IT REMEMBERED that on this 25 day of March A.D., 1969, before me, a notary public in and for the county and state aforesaid, personally appeared the above named John D. Montgomery who is personally known to me and known to me to be the same person who executed the foregoing instrument and such person duly acknowledged the execution of the same and acknowledged said instrument to be a voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal and year last above written.

EXPIRES:

NOTARY PUBLIC

[Signature]
Notary Public

WARRANTY DEED

CLATUS E. MEIS
Grantor(s)

State Documentary Fee
Date _____
\$ 2.00

whose address is 7583 County Road 37, Yuma
*County of Yuma, State of
Colorado

, for the consideration of
other valuables and
Ten and No/100's -----dollars, in hand paid, hereby sell(s)

and convey(s) to Dean V. Koenig

whose legal address is 5553 U.S. Hwy 34, Yuma
County of Yuma, and State of Colorado

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

Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3),
Township One (1) North, Range 49 West of the
6th P.M.

RESERVING HOWEVER, unto the Grantor an undivided
fifty percent interest in and to all oil, gas
and other minerals presently owned by the Grantor
for a period of 15 years from the date of this
Deed or for so long thereafter as there is
profitable production.

also known by street and number as agricultural land.

with all its appurtenances, and warrant(s) the title to the same, subject to rights-of-way,
reservations and restrictions of record.

Signed this 30th day of December, 19 88

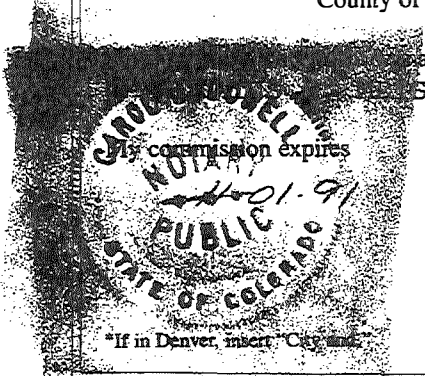
Clatus E. Meis
(Clatus E. Meis)

STATE OF COLORADO,
County of Yuma } ss.

acknowledged before me this 30th day of December, 19 88

Witness my hand and official seal.

Carol J. Howell
Notary Public



834985 01/04/2005 04:10P B991 P106
1 of 1 R 8.00 D 0.00 Washington County

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

PARCEL #4--TITLE COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Yuma County Abstract Company
 Issuing Office: 130 East 4th Street, Wray, CO 80758
 Issuing Office's ALTA® Registry ID:
 Loan ID Number: N/A
 Commitment Number: 19766
 Issuing Office File Number:
 Property Address: See Exhibit "A" Attached Hereto
 Revision Number:

1. Commitment Date: February 10, 2022 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy T.B.D.	T.B.D
Proposed Insured: To be determined	
(b) ALTA Loan Policy	

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

Fee Simple

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

Dean V. Koenig Partnership, a Colorado General Partnership

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALLTA OWNERS POLICY	\$500.00
Basic - To Be Determined Deposit	
TAX CERTIFICATE	\$10.00
COPIES - 7 Pages	\$7.00
TOTAL	\$517.00

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

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File No. 19766

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



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

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

TOWNSHIP 2 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 4: Lots 1, 2, 3, 4; S½N½ (sometimes described as N½),
EXCEPT a parcel of land described as follows:
Beginning at the Northeast corner of said Section 4;
Thence S 0°14'00" W along the East line of said Section 4
a distance of 878.3 feet;
Thence S 89°14'50" W along an existing fence line and
the easterly extension thereof a distance of 2669.9 feet;
Thence N 0°04'15" W along an existing fence line and the
northerly extension thereof a distance of 883.6 feet to a
point on the North line of said Section 4;
Thence N 89°21'40" E along the North line of said Section
4 a distance of 2674.6 feet to the point of beginning;

EXCEPT County Road D along the West side, County
Road 42 along the North side, and County Road E along
the East side of said lands;

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

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File No. 19766

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

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 19766

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 45 at Page 217 and in Book 506 at Page 567, Yuma County, Colorado records.

(continued on next page)

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

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File No. 19766

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

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right of Way and Easement, whether in fee or easement only, to construct, operate and maintain an electric transmission or distribution line or system over and across the NE¼ Section 4, Township 2 North, Range 48 West of the 6th P.M., along with the right to enter upon said lands, and to cut and trim trees and shrubbery that may interfere with or endanger the operation and maintenance of said line or system, as granted to Highline Electric Association, Inc. in instrument dated _____, recorded September 14, 1961 in Book 404 at Page 291, and Addendum to Right of Way Easement dated February 20, 1975, recorded May 6, 1975 in Book 494 at Page 337, Yuma County, Colorado records, and any assignment thereof or interest therein.
12. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
13. Right of Way, whether in fee or easement only, to construct, operate and maintain an electric distribution line or system under the NE¼ Section 4, Township 2 North, Range 48 West of the 6th P.M.; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cable, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or otherwise of tress and shrubbery located within 15 feet of the center line of said line or system, that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Y-W Electric Association, Inc. in instrument dated May 23, 2003, recorded July 8, 2003 as Reception #513042, Yuma County, Colorado records, and any assignment thereof or interest therein.
14. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate dated _____ between Dean V. Koenig Partnership, a Colorado General Partnership, Seller and Buyer to be determined.

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

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File No. 19766

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

Page 2 of 2



Recorded at _____
Reception No. 498053 03/02/2000 04:15P NO Janice Cobb
1 of 1 R 5.00 Q 17.00 Yuma County, CO
Recorder _____

498053 03/02/2000 04:15P NO Janice Cobb
1 of 1 R 5.00 Q 17.00 Yuma County, CO

WARRANTY DEED

THIS DEED, Made this 2nd day of MARCH 1/4 2000

between DONALD LEE CHRISMER AKA: DONALD CHRISMER
AND BARBARA R. CHRISMER AKA: BARBARA
CHRISMER

of the County of YUMA, State of Colorado, grantor(s) and

ORAN V. KOENIG PARTNERSHIP

whose legal address is 5553 EAST HIGHWAY 24
YUMA, COLORADO 80759

of the County of YUMA, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS NO/100-----(\$170,000.00)-----DOLLARS, the receipt and sufficiency of which is hereby acknowledged, ha VE granted, bargained, sold and conveyed, and by these presents do F.S grant, bargain, sell, convey, and confirm, unto the grantee(s), ITS heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of YUMA, State of Colorado, described as follows:

TOWNSHIP 1 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 4: Lots 1, 2, 3, 4; 54% (NH), EXCEPT a parcel of land described as follows:

Beginning at the Northeast Corner of said Section 4, thence S 0°14'00" W along the East line of said Section 4 a distance of 878.3 feet; thence S 89°14'30" W along an existing fence line and the easterly extension thereof a distance of 2649.9 feet; thence N 0°04'13" W along an existing fence line and the northerly extension thereof a distance of 883.6 feet to a point on the North line of said Section 4; thence N 89°21'40" E along the North line of said Section 4 a distance of 2674.6 feet to the point of beginning;

and EXCEPT County Road D along the West side, County Road 42 along the North side and County Road E along the East side of said lands;

also known by street and number as:

assessor's schedule or parcel number: R 218015R

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), 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(s). THEIR heirs and assigns forever. And the grantor(s), for THEM SELVES THEIR heirs and personal representatives, do F.S covenant, grant, bargain, and agree to and with the grantee(s), ITS heirs and assigns, that at the time of the executing and delivery of these presents, THEY ARE well seized of the premises above conveyed, ha VE good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha VE good right, full power and 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 all existing easements, restrictions and rights of way in place or of record, restrictions, reservations or exceptions contained in the United States patent, all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the property in any improvement district; and general property taxes for the year 2000 and subsequent years.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), ITS heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF the grantor(s) ha VE executed this deed on the day set forth above.

Donald Lee Chrismer

DONALD LEE CHRISMER

Barbara R. Chrismer
BARBARA R. CHRISMER

Donald Chrismer

AKA: DONALD CHRISMER

Barbara R. Chrismer
AKA: BARBARA CHRISMER

STATE OF COLORADO

NOTAR, County of YUMA

The foregoing instrument was acknowledged before me this 2nd day of MARCH 1/4 2000, by DONALD LEE CHRISMER AKA: DONALD CHRISMER AND BARBARA R. CHRISMER AKA: BARBARA CHRISMER

My commission expires FEBRUARY 7, 2004

Witness my hand and official seal

Nadine Sloan

105 NORTH MAIN STREET
YUMA, COLORADO 80759

Christ Klein

PATENT

Page 217

Lot 3-4 and 1/2 NW 4-2 N. 48 1/4

16.29 9

Oct 6 - 1910

Date June 11 - 1891

Page 218

United States To Mason Chamberlain

PATENT

Best Copy

Ms 7-1 21-44 2 1/2

160 a

Oct 8 - 1910

Date April 11 - 1891

Patent

506-567

Recorded Sept. 14, 1976 9:30 O'Clock A. M.

Reception 399550 Gary E. Stone, Recorder

BOOK 506 PAGE 567

Alexander F. Meyer of Ogden, Colorado

whereas the General Land Office of the United States is Registrar of the Registry of the Land Office in Ogden, Colorado, and it appears that full payment has been made by the said *Alexander F. Meyer*.

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and by said supplemental statute, for the Lots numbered one and two, and the north half of the North East quarter of Section four, in Township Tenth North, of Range forty-eight West of the Sixth Principal Meridian, in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Alexander F. Meyer*

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 *Alexander F. Meyer*

and to *his* heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said *Alexander F. Meyer*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and canals and 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 proprietors of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof *J. Benjamin Harrison* President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto set.

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

LS

By the President: *Benjamin Harrison*
E. Macfarland asst. Secretary
D. P. Roberts Recorder of the General Land Office

J

Recorded Sept. 14, 1961 12:00 O'Clock P. M.

Reception 355181 JOHN ANDERSON, Recorder

RIGHT-OF-WAY EASEMENT

BOOK 404 PAGE 291

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (what part of

of name) **Rex Chrismer** (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado and more particularly described as follows:

8' inside property line on east side of N.E. 1/4 Sec 4

Township 2 N

Range 48 W

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3rd day of May 1961

Rex Chrismer (I.S.)
(I.S.)

STATE OF Colo
COUNTY OF Yuma

Said foregoing instrument was acknowledged before me this 3rd day of May, 1961, by Rex Chrismer

Witness my hand and official seal

Ray E. R. Russell
Notary Public

My Commission expires November 12, 1963

Recorded May 6, 1975 at 1:10 P M
394736
This Agreement, made this 2nd day of February, 1975, by and between the Highline Electric Association, of Holyoke, Colorado, hereinafter referred to as Association and Rex Christner of Yuma Colorado, hereinafter referred to as grantor.

WHEREAS, Highline Electric Association obtained a right of way easement to construct, operate and maintain an electric transmission or distribution line or system over and across the following described lands located in Yuma County, Colorado, to-wit:

and
WHEREAS, said right of way agreement was dated May 7, 1961, and was recorded September 14, 1961, in Book 4, at Page 20, Yuma County, Colorado, records, and

WHEREAS, it is necessary for Highline Electric Association to change and alter the supports for its transmission line presently constructed across the above described lands from single pole structures to "H" frame structures, which requires the addition of another pole adjacent to each pole presently supporting the transmission line, and

WHEREAS, the parties desire to define the exact location of the right of way easement heretofore granted.

NOW, THEREFORE, IT IS AGREED by the undersigned that the right of way agreement above mentioned shall be confined to 37.5 feet on either side of a center line herein described, except that the Association shall have the right and privilege of placing and maintaining guys and anchors at greater distances from said center line where reasonably necessary to support said transmission line.

The center line of said right of way easement as it crosses the above described lands shall be:

The Association will pay to grantor for each additional pole or anchor rod placed on his land the sum of \$, and in addition thereto will pay for any damages to growing crops caused by the construction or maintenance of said line.

The undersigned agree that all poles, wires and facilities installed in, upon or under the above-described lands at the Associations expense shall remain the property of the Association, removable at the option of the Association.

The undersigned covenant that they are the owners of the above-described lands, and have the full right to grant the rights and privileges herein conveyed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

HIGHLINE ELECTRIC ASSOCIATION
By: [Signature]
[Signature]
Grantor



STATE OF COLORADO)
COUNTY OF Phillips) ss.

The foregoing instrument was acknowledged before me this 01 day of May, 1975, by Rex Christner.

My commission expires:

My Commission expires August 13, 1978

[Signature]
Notary Public

Oct. 16, 1975
9:00 A.M.

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy County Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975...Margie Eyestone.

REC'D MAY 28 2003

513042
1 of 1

7/8/2003 10:15:00 AM BEVERLY A WENGER
ROW R \$6.00 D \$0.00 Yuma County, CO

Y-W ELECTRIC ASSOCIATION, INC.
250 MAIN STREET
P.O. BOX Y
AKRON, CO 80720

ELECTRIC LINE - UNDERGROUND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

Donald L & Barbara Chrismer

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Y-W Electric Association, Inc. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Akron, Colorado, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Northeast ¼, Section 4, Township 2 North, Range 18, West of the Sixth P.M.

and to construct, operate and maintain an electric distribution line or system under the above-described lands and under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable including, by way of example and not by way of limitations, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within fifteen (15) feet of the center line of said line or system, that may interfere with or threaten to endanger the operation and maintenance of said line or system, (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or the trench and related underground facilities, by any other person, association or corporation.

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

23rd day of May, 2003.

Donald L. Chrismer
Donald L. Chrismer

Barbara Chrismer
Barbara Chrismer

STATE OF COLORADO)
County of Yuma;

The foregoing instrument was acknowledged before me this 23rd day of May, 2003.

My Commission expires: 6/5/06

Charlotte L. Parde
Notary Public



