

**DUE DILIGENCE PACKET  
BECKMAN LAND  
AUCTION  
PRINTED: November 21, 2022**

**ONLINE ONLY  
December 8, 2022  
8 AM to 12 noon MT**



# BECKMAN LAND AUCTION

Sedgwick County, Colorado

TO BE SOLD AT

## MULTI PARCEL AUCTION with RESERVE

ON

December 8, 2022  
8 AM to 12 noon, MT

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



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

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# Terms & Conditions

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**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 Beckman Land Auction features irrigated cropland and sub-irrigated grass in the South Platte River Valley near Ovid, Colorado. Offered in 3 separate parcels via an online-only auction on Thursday, December 8, 2022 from 8 AM to 12 PM (noon), MT.

**ONLINE BIDDING PROCEDURE:** The BECKMAN LAND AUCTION property will be offered for sale in 3 parcels. BIDDING WILL BE ONLINE-ONLY on Thursday, December 8, 2022, and will begin @ 8:00 am, and will "soft" close @ 12:00 (noon), MT. Bidding will remain open on all parcels as long as there is active bidding on any 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 AGRI MOBILE APP through the Apple App Store or Google Play OR visit [www.reckagri.com](http://www.reckagri.com) and click on the Beckman 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 herein;
- 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. This Due Diligence Packet may be obtained by visiting the Beckman Land Auction property page at [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

To register to bid, Buyer(s), prior to the auction, must review and accept this Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts.

**SALE TERMS/PROCEDURE:** The BECKMAN LAND AUCTION is an online-only auction with RESERVE. The property will be offered in 3 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 herein and announcements made at the time of the auction shall be incorporated and made a part of the purchase contract. Sample contract is available herein.

**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 January 18, 2023. Buyer(s) have the option to close on or before December 30, 2022. Closing to be conducted by Sedgwick County Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

**TITLE:** Seller to pass title by Warranty and Trustee's Deeds 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 herein, 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 herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

**POSSESSION:** Possession of property upon closing or after use of cornstalks ending March 1, 2023, if applicable.

**LEASE:** Seller attests there is no farm lease (verbal or written) and/or any prior lease has been appropriately terminated. Should a tenant claim interest in the property, Seller to stand all costs associated with said termination.

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

**WATER RIGHTS & EQUIPMENT:** Seller to convey all water wells and equipment, well permits, all water, water rights, water development rights, all ditch rights, reservoir rights, lateral rights and conveyance canal rights, and all easements and rights-of-way associated with said water rights, and all domestic/livestock wells and irrigation wells; appurtenant to the property, including but not limited to the following: all water rights thereof by virtue of the inclusion therein of the above real estate within the boundaries of the Julesburg Irrigation District, being 140 acre-rights, more or less; all rights to transport, convey, and deliver water from said water rights through canals, ditches, and laterals. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, and Julesburg Irrigation District, Capital stock share(s) of Peterson Reservoir & Canal Company (cert #25, 53 & #85); and two irrigation wells (Parcel #1: Beckman Well 2-4488 & Parcel #2: Beckman Well 1-4496) and associated augmentation rights within the Sedgwick County Well Users Group. Water rights and the irrigation equipment are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or delivery of ditch water and stream flows, and pumping rates/adequacy of pit pumps and condition of all irrigation equipment.

**GROWING CROPS:** Seller to retain any rental payments for 2022 crops. Buyer(s) on Parcel #1 to pay tenant \$660 at closing for planted wheat crop; crop insurance will be transferred to Buyer(s) at closing and Buyer(s) to pay cost of crop insurance premium for said crop. Buyer(s) to accept transfer of indemnity of crop insurance.

**FSA DETERMINATION:** FSA base acres and yields to pass with the Parcels as designated within the Due Diligence Packet. Buyer(s) and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields as designated within the Due Diligence Packet.

**REAL ESTATE TAXES & IRRIGATION ASSESSMENTS:** 2022 real estate taxes due in 2023 to be paid by Seller; Buyer(s) to pay all of the 2023 taxes and thereafter. Seller and/or tenants to pay all of the applicable irrigation water assessments and well depletions for 2022 crop year. Buyer(s) to pay all of the 2023 and thereafter, irrigation water assessments and depletions.

**LEGAL DESCRIPTION:** Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If Parcel #1 and Parcel #3 sell to different Buyers, Seller to pay for applicable survey to split said tracts. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

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

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

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

**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for illustrative purposes only. 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 BECKMAN 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**

# Parcel Map





# Parcel Information



## Legal Description:

The E1/2 of Section 1, lying N of Highway 138, Township 11 North, Range 46 West of the 6th PM, Sedgwick County, Colorado. Final legal will be determined by survey if Parcel #1 sells separate from Parcel #3.

See Pages 47-71 for legal description, title commitment, and title exceptions.

## Acreage:

90.0± Ac Pivot Irrigated  
17.0± Ac Flood Irrigated Corners  
102.0± Ac Sub-Irrigated Grass  
16.5± Ac Dryland Corners  
4.5± Ac Road/Ditches

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**230.0± AC TOTAL**

## Soils:

Irrigated soils consists primarily of Class I. See Soils Map on Page 10.

## Growing Crops:

38.5± acres irrigated alfalfa; 16.5± acres dryland wheat—Buyer to pay tenant \$660 (\$40/acre) at closing for full possession of the wheat crop.

## FSA Information:

FSA bases: 121.3 ac corn w/ 133 bu PLC yield, 9.1 ac wheat w/ 41 bu PLC yield, 0.4 ac sorghum w/ 28 bu yield.

## Irrigation Water & Equipment:

Water rights include: one share of Peterson Reservoir & Canal Co. (certificates #25, #53 & #85); Beckman Well 2—#4488 adjudicated in Case No. W-4992 for 2.15 cfs; current pumping rate estimated at 825± GPM—augmented by Sedgwick County Well Users. See Pages 13-17 for copy of Well Decree, Well Registration #4488 and 2020 TFM test. Landowner receives 80% of the augmentation credits through augmentation site.

2011 Reinke Electrogator II sprinkler—model 2065 (serial #0311-47107). Electric 30 HP motor with Sargent pump.

See Pages 18-19 for copy of Stock Well Permit #15568.

## Taxes & Assessments:

Estimated 2022 real estate taxes payable in 2023 are: \$1,115. Peterson Reservoir & Canal Assessment is \$406 per share (2022). Sedgwick County Well Users admin fee is \$400 per well; \$40 per ac-ft net depletions.

## Comments:

Surface water (Peterson) is delivered underground on south side of County Road 32 from Peterson Canal to northwest corner of the property. Gated pipe is owned by tenant and is not included in the sale.

## Starting Bid:

\$475,000





# Parcel Information

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## Legal Description:

NW1/4 of Section 4, less a tract, Township 11 North, Range 45 West of the 6th PM, Sedgwick County, CO.

See Pages 72-98 for legal description, title commitment, and title exceptions.

## Acreage:

124.0± Ac Pivot Irrigated  
6.5± Ac Flood Irrigated Corner  
23.1± Ac Dryland Corners  
0.4± Ac Rds/Ditches

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**154.0± AC TOTAL**

## Soils:

Soils consists primarily of Class I. See Soils Map on Page 11.

## Taxes & Assessments:

2022 real estate taxes payable in 2023 are: \$1,223, plus \$3,780 for JID Assessment (\$27.00 per JID acre). Sedgwick County Well Users admin fee is \$400 per well; \$40 per ac-ft net depletions.

## FSA Information:

FSA bases: 86.8 ac corn w/ 122 bu PLC yield.

## Irrigation Water & Equipment:

Water rights include 140 acre-rights in Julesburg Irrigation District (JID); Beckman Well 1—#4496 adjudicated in Case No. W-4992 for 2.96 cfs; current pumping rate estimated at 650± GPM—augmented by Sedgwick County Well Users. See Pages 13-14 for copy of Well Decree and Pages 20-22 for copy of Well Registration #4496 and 2020 TFM test.

Zimmatic sprinkler, nozzled at 700± GPM. Electric 40 HP motor with Sargent pump.

## Comments:

Surface water (JID) is delivered to the property along the south side of County Road 32 via ditch to the northeast corner of the property. Currently, only the irrigation well is utilized on the pivot irrigated cropland; the northeast corner is flood irrigated.

There is an old trailer house in the northwest corner of the property; salvage only.

## Starting Bid:

\$375,000





# Parcel Information

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## **Legal Description:**

E1/2 of Section 1, lying S of Highway 138, Township 11 North, Range 46 West of the 6th PM, Sedgwick County, CO. Final legal description to be determined by survey if Parcel #1 and Parcel #3 sell to different Buyers.

See Pages 47-71 for legal description, title commitment, and title exceptions.

## **Acreage:**

66.0± Ac Sub-Irrigated Grass

## **Soils:**

Soils consists primarily of Class II & III. See Soils Map on Page 12.

## **Taxes & Assessments:**

Estimated 2022 real estate taxes payable in 2023 are: \$75.

## **Livestock Water:**

Stock well with electric submersible pump; well is not registered.

## **Comments:**

Perimeter fencing—abuts the South Platte River.

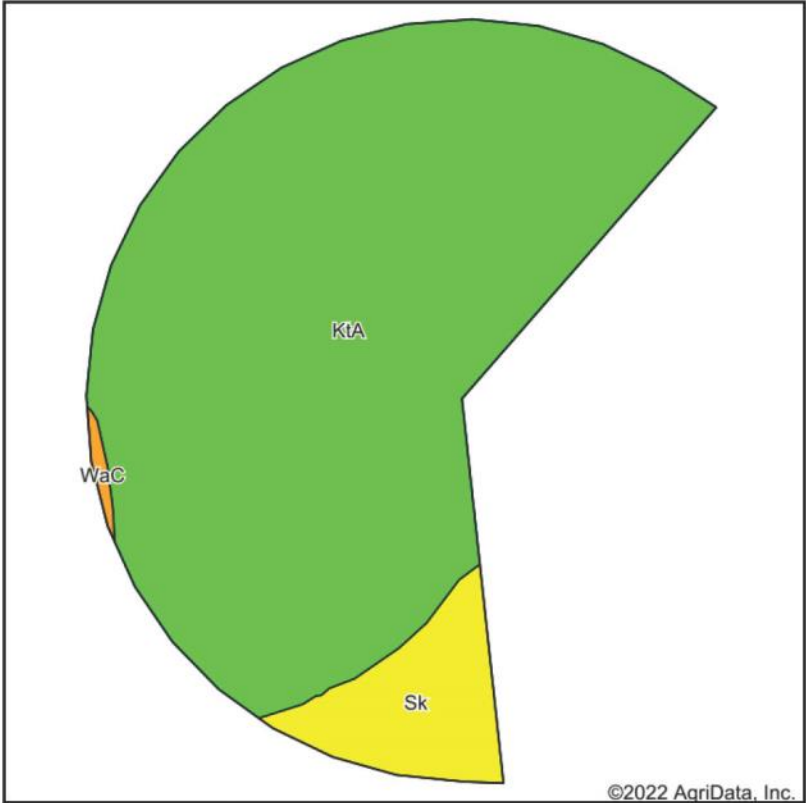
## **Starting Bid:**

\$40,000



# Parcel #1

# Soils Map



State: Colorado  
 County: Sedgwick  
 Location: 1-11N-46W  
 Township: Julesburg  
 Acres: 90  
 Date: 11/14/2022



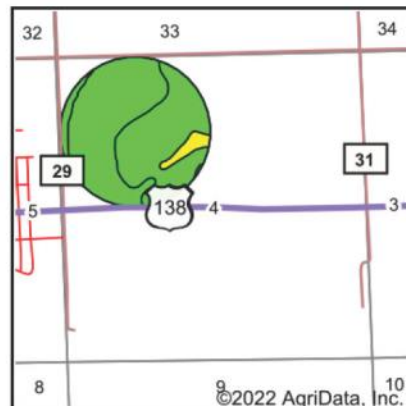
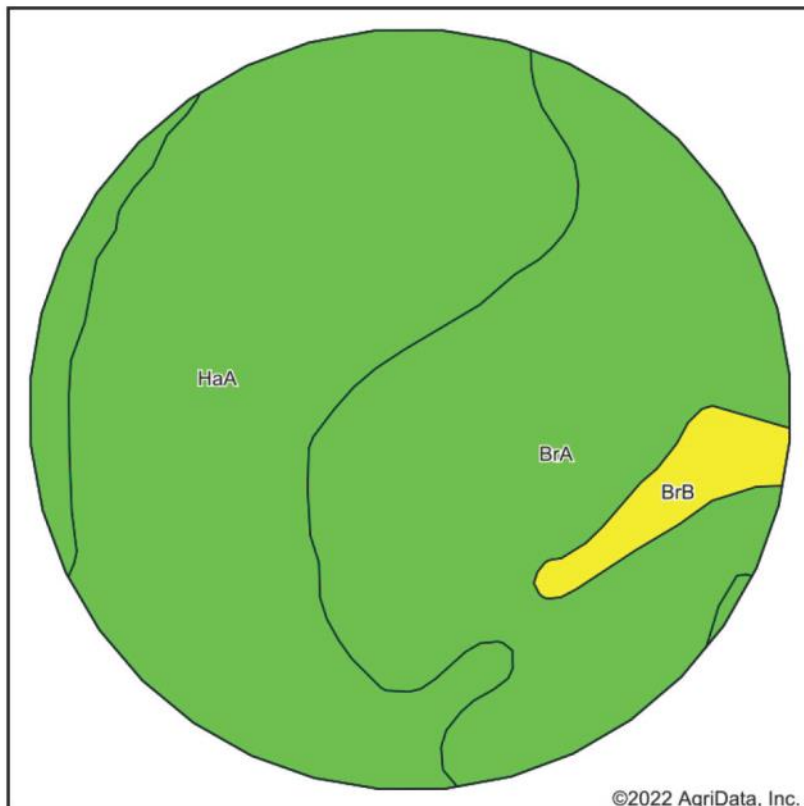
Soils data provided by USDA and NRCS.

Area Symbol: CO115, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu	*n NCCPI Corn	*n NCCPI Small Grains
KtA	Keith and tripp loams, 0 to 1 percent slopes	81.44	90.5%		I	70	16	24
Sk	Marksbutte fine sandy loam, 0 to 3 percent slopes	8.13	9.0%		IIw		14	17
WaC	Wages gravelly loam, 3 to 5 percent slopes	0.43	0.5%		IIIe	50	13	19
<b>Weighted Average</b>					<b>1.10</b>	<b>63.6</b>	<b>*n 15.8</b>	<b>*n 23.3</b>

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

# Soils Map



State: Colorado  
 County: Sedgwick  
 Location: 4-11N-45W  
 Township: Julesburg  
 Acres: 124  
 Date: 11/14/2022



Soils data provided by USDA and NRCS.

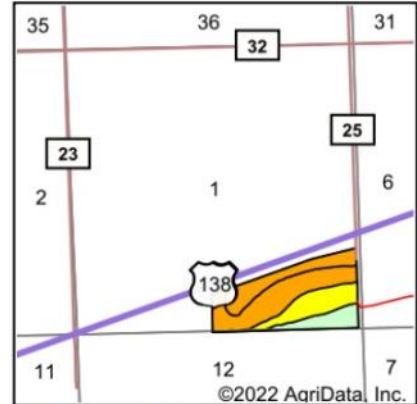
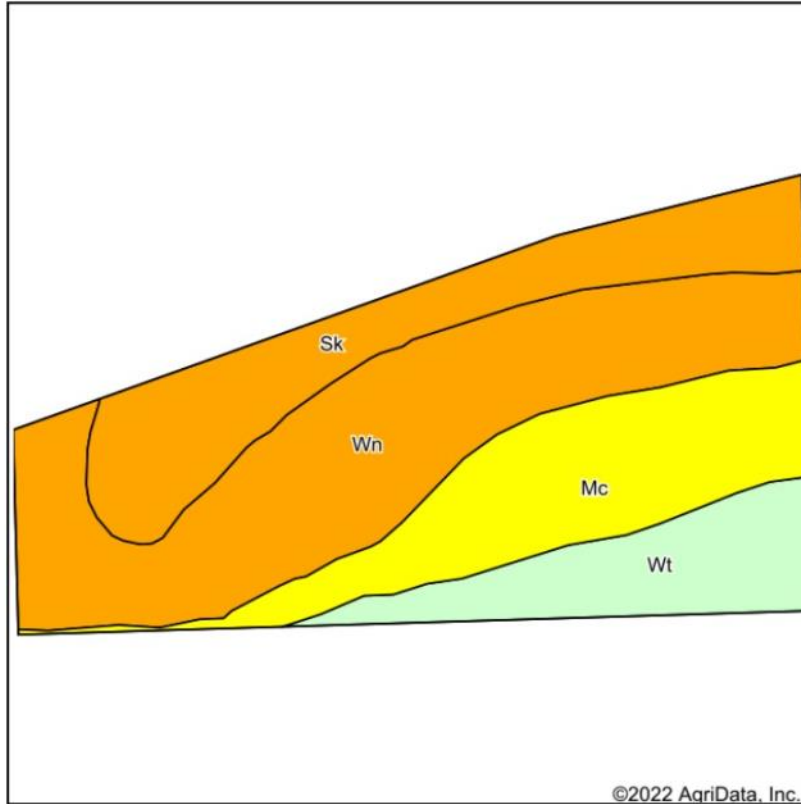
Area Symbol: CO115, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu	*n NCCPI Corn	*n NCCPI Small Grains
HaA	Haverson loam, 0 to 1 percent slopes	63.07	50.9%		I	65	14	20
BrA	Bridgeport loam, 0 to 1 percent slopes	56.54	45.6%		I	60	15	22
BrB	Bridgeport loam, 1 to 3 percent slopes	4.39	3.5%		Ile	55	15	22
<b>Weighted Average</b>					<b>1.04</b>	<b>62.4</b>	<b>*n 14.5</b>	<b>*n 21</b>

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



# Soils Map



State: **Colorado**  
 County: **Sedgwick**  
 Location: **1-11N-46W**  
 Township: **Julesburg**  
 Acres: **70**  
 Date: **11/17/2022**



Soils data provided by USDA and NRCS.

Area Symbol: CO115, Soil Area Version: 18							
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Corn	*n NCCPI Small Grains
Wn	Wann soils	28.57	40.8%		IIIw	14	21
Sk	Marksbutte fine sandy loam, 0 to 3 percent slopes	15.93	22.8%		IIIw	14	17
Mc	McCook loam	15.91	22.7%		IIc	13	20
Wt	Wet alluvial land	9.59	13.7%		VIIw		
<b>Weighted Average</b>					<b>3.32</b>	<b>*n 11.9</b>	<b>*n 17</b>

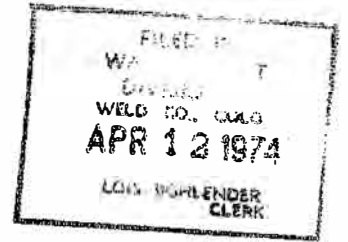
\*n: The aggregation method is "Weighted Average using all components"





# Well Decree #W-4992

IN THE WATER COURT IN AND FOR  
WATER DIVISION I, STATE OF COLORADO  
CASE NO. W- 4992



IN THE MATTER OF THE APPLICATION FOR )  
WATER RIGHTS OF )  
HELEN R. BECKMAN )  
IN Sedgwick County )

FINDINGS AND RULING  
OF THE REFEREE  
AND DECREE OF  
THE WATER COURT

THIS CLAIM, having been filed with the Water Clerk, Water Division I,  
on June 28, 1972 and the Referee being fully advised in the  
premises, does hereby find:

All notices required by law of the filing of this application have  
been fulfilled, and the Referee has Jurisdiction of this application.

No statement of opposition to said application has been filed, and  
the time for filing such statement has expired.

All matters contained in the application having been reviewed, and  
testimony having been taken where such testimony is necessary, and such  
corrections made as are indicated by the evidence presented herein,  
IT IS HEREBY THE RULING OF THE WATER REFEREE:

1. The name and address of the claimant:

Helen R. Beckman  
Julesburg, Colorado 80737

2. The name of the structures:

Beckman Well #1 - #4496

Beckman Well #2 - #4488

3. The legal description of the structures:

Beckman Well #1 - #4496 is located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ,  
Section 4, Township 11 North, Range 45 West of the 6th P.M.,  
Sedgwick County, Colorado, at a point 26 feet South and  
1947 feet East of the NW Corner of said Section 4.

Beckman Well #2 - #4488 is located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ ,  
Section 1, Township 11 North, Range 46 West of the 6th P.M.,  
Sedgwick County, Colorado, at a point 46 feet South and 1379  
feet West of the NE Corner of said Section 1.

4. The source of water is: South Platte River

5. The date of appropriation:

Beckman Well #1 - #4496: August 1, 1954

Beckman Well #2 - #4488: June 1, 1946

6. The amount of water:

Beckman Well #1 - #4496: 2.96 cubic feet per second

Beckman Well #2 - #4488: 2.15 cubic feet per second

7. The use of the water:

Beckman Well #1 - #4496: Irrigation of 145 acres in the NW $\frac{1}{4}$  of Section 4, Township 11 North, Range 45 West of the 6th P.M., Sedgwick County, Colorado.

Beckman Well #2 - #4488: Irrigation of 160 acres in the NE $\frac{1}{4}$  of Section 1, Township 11 North, Range 46 West of the 6th P.M., Sedgwick County, Colorado.

DATED this 10th day of April, 1974.

*Steven M. Hannon*

STEVEN M. HANNON  
Water Referee, Division I

THE COURT DOTH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: May 2, 1974

*Donald A. Carpenter*

JUDGE DONALD A. CARPENTER  
Water Judge, Division I

# Well Registration #4488

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



Serial No. 00017  
RECEIVED  
SEP 5 1957  
GROUND WATER SECT.  
STATE ENGINEER

REGISTRATION OF WELL  
NO. 1 4488

Registrant Alma Herfert Date Aug 26, 1957

P.O. Address Julesburg, Colo.

WELL LOCATION  
Sedwick Co - 58

PUMP DATA  
Type Worthington Size 8"  
Surbines

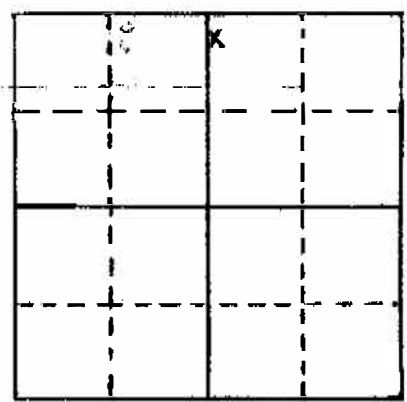
N 1/2, NE 1/2, Sect 1  
Twp., 11 N, Rge. 46 W, 6 P.M.

Driven by 15 H Electric Motor

Discharge 1400 gpm

Use Irrigation

Quantity used 1400 gpm, 1400 cfs.  
(direct)  
none acre feet  
(storage)



at N. W. Covid, Colo.  
(legal description of land or site)

Well was first used June 1946  
for Irrigation using 1400 (gpm) (cfs)

WELL TO BE LOCATED AS ACCURATELY AS POSSIBLE WITHIN A SMALL SQUARE WHICH REPRESENTS 40 ACRES.  
IF THE ABOVE INFORMATION IS NOT AVAILABLE FILL IN THE FOLLOWING:

Well enlarged \_\_\_\_\_, 19\_\_\_\_ to  
deepened \_\_\_\_\_

\_\_\_\_\_ (gpm) (cfs) by \_\_\_\_\_  
(ft.) method

\_\_\_\_\_ Town or Subdivision

Water conveyed by Ditch for  
Irrigation on at 120 acres  
(use) (acres or other)

\_\_\_\_\_ Street address or lot and block

LOG SHOULD BE GIVEN ON REVERSE SIDE IF AVAILABLE

The above well (has) (has not) been registered in the Office of the State Engineer prior to May 1, 1957. If registered give Filing No. \_\_\_\_\_

If not registered prior to May 1, 1957 a \$5.00 filing fee accompanies this form.

The above statements are true and correct to the best of my knowledge and belief.

Subscribed and sworn before me  
this sixth day of August, 1957  
My Commission expires \_\_\_\_\_

Mrs. Alma Herfert  
Registrant

(SEAL) [Signature]  
Notary Public

### FOR STATE ENGINEER'S USE

Located in 1-64 district, SEWICK County for IRRIGATION

Registration No. 5 in 1-64, on \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ M.



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 permit 4488  
WDID 1: 6405173 WDID 2:            WDID 3:            WDID 4:           

TAMPER RESISTANT SEAL INFORMATION  
Meter Seal No.:            New Seal No.: 86897 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: GP11-1801-8 Register Serial No.: na K-Factor (if adjusted): na

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: 8.000 " Wall Thickness: 0.160 " ID: 7.680 "

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)
	<u>Acft</u>	(min:sec)	
Stop:	<u>999.5360</u>	<u>15 : 32.00</u>	
Start:	<u>999.4970</u>	<u>0 : 00.00</u>	
Total:	<u>0.0390</u>	<u>15.53</u> (Dec. Min.)	
	<b>818.3</b>	Avg. QI (gpm) (0,000.0)	

TEST METER (ULTRASONIC OR VOLUMETRIC)

	Reading (gal)	Elapsed Time (min:sec)	Avg. QT (gpm) (0,000.0)
Stop:	<u>12,859.3</u>	<u>15 : 13.00</u>	<b>844.9</b>
Start:	<u>0.0</u>	<u>0 : 00.00</u>	
Total:	<u>12,859.3</u>	<u>15.22</u> (Dec. Min.)	

Spacer Setting:            (Ultrasonic Meter Only)

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 844.9 = **1.033** (to 0.000)  
QI = 818.3

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) (gpm)	Pressure (psi)
1 : <u>          </u>	<u>          </u>	<u>          </u>
2 : <u>          </u>	<u>          </u>	<u>          </u>
3 : <u>          </u>	<u>          </u>	<u>          </u>
4 : <u>          </u>	<u>          </u>	<u>          </u>
5 : <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>

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:           

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.            Reading             
Power Company            Multiplier:           

USER CONTACT: Name/Entity: Mike MCKinley Phone No.: 970-580-0731

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: © Larry Frame Date of Well Test: 07/19/2020 Test Meter Serial No.: A1K5656T



**COLORADO**  
 Division of Water Resources  
 Department of Natural Resources

**COMMENTS:**

**WELL PUMPING TO PIVOT.**



July 19, 2020 at 07:35 AM  
 11310-11952 County Road 32  
 Ovid, CO 80744  
 United States



July 19, 2020 at 08:38:02 AM  
 11310-11952 County Road 32  
 Ovid, CO 80744  
 United States

# Well Permit #15568

STATE OF COLORADO

DIVISION OF WATER RESOURCES  
OFFICE OF THE STATE ENGINEER  
GROUND WATER SECTION



RECEIVED  
JUN 28 1963  
GROUND WATER SECT.,  
COLORADO  
STATE ENGINEER

Index No. 777  
IDWD 1-64  
Use Steph  
Registered 7-28-63

### LOG AND HISTORY OF WELL

PERMIT NO. ~~15381~~ 15568

Driller Jim Feighny Lic. No. 108

### WELL LOCATION 58

Owner Sittner Bros

Sedgwick County

Street \_\_\_\_\_ City Ovid, Colo

SE 1/4 of NE 1/4 of Sect. 1

Tenant Same

Twp. 11 N, Rge. 46 W, 6 PM

Use of Water Livestock

On or By \_\_\_\_\_ No. Acres \_\_\_\_\_  
(description of site or land)

Date Started May 31, 19 63

Date Completed Same 5/31, 19 63

Yield 10 GPM or \_\_\_\_\_ CFS

### WELL DESCRIPTION:

Depth to Water 8 ft. Total Depth 33 ft.  
(measured from ground surface)

Hole Diameter { from 0 ft. to 33 ft., 6 1/2 in.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft., \_\_\_\_\_ in.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft., \_\_\_\_\_ in.

### TEST DATA:

How Tested \_\_\_\_\_ Pump or X Bailed

Date Tested May 31, 19 \_\_\_\_\_ Length 1 hrs.

Rate 10 GPM Drawn Down 5 ft.

### PUMP DATA:

Pump Type Did not install Outlet Size \_\_\_\_\_ in.

Driven by \_\_\_\_\_ HP

### CASING RECORD:

#### Plain Casing

Size 5, Kind galv from 0 ft. to 25 ft.

Size \_\_\_\_\_, Kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

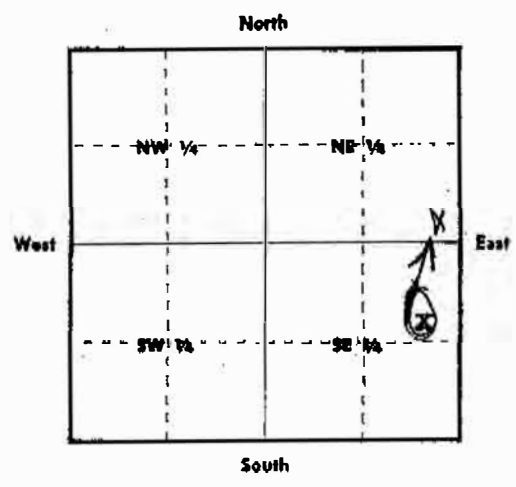
Size \_\_\_\_\_, Kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

#### Perforated Casing

Size 5, Kind Galv from 25 ft. to 33 ft.

Size \_\_\_\_\_, Kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Size \_\_\_\_\_, Kind \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.



ABOVE DIAGRAM REPRESENTS ONE FULL SECTION. LOCATE WELL ACCURATELY IN SMALL SQUARE REPRESENTING 40 ACRES.

If the above is not applicable fill in:

No. \_\_\_\_\_ Street \_\_\_\_\_  
City or Town \_\_\_\_\_  
or  
Lot \_\_\_\_\_, Block \_\_\_\_\_  
Subdivision \_\_\_\_\_  
(include filing or number)

**TO BE MADE OUT IN QUADR UPPLICATE:**  
Original Blue and Duplicate Green Copy must be filed with the State Engineer within 30 days after well is completed. White copy is for the Owner and Yellow copy for the Driller.

# WELL LOG

Ground Elevation \_\_\_\_\_ (if known)

How Drilled ROTARY

FROM FEET	TO FEET	TYPE OF MATERIAL	REMARKS (such as Cementing, Packing, Shut off, etc.)	Indicate Water Bearing Formation	Indicate Perforated Casing Location
0	9	top soil			
9	33	gravel		9	24
				33	33

(if more space is required use additional sheet)

## WELL DRILLER'S STATEMENT

This well was drilled under my supervision and the above information is true and correct to the best of my knowledge and belief.

Signed *Jim Tughey*  
By \_\_\_\_\_

© Dated June 24 1965 19

# Well Registration #4496

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



RECEIVED

SEP 10 1957  
GROUND WATER SECTION

SEP 5 1957  
GROUND WATER SECT.  
COLORADO  
STATE ENGINEER

REGISTRATION OF WELL  
COLORADO NO. 3 #4496  
STATE ENGINEER

Registrant Mrs. Alma Herfert, Date Aug 26, 1957

P.O. Address Tulesburg Colorado, Colo.

WELL LOCATION  
Logan Co. - 58

PUMP DATA  
Type Turbine, Size 10"

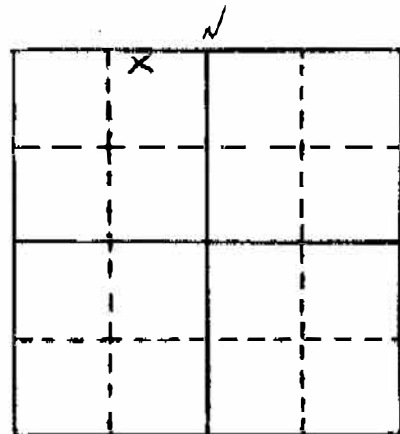
NE 1/4, NW 1/4, Sect 4  
Twp., 11 N, Rge. 45 W, 6 P.M.

Driven by 25 H Electric Motor

Discharge 1500 gpm

Use Irrigation

Quantity used 1500 gpm, 1500 cfs.  
(direct)  
none acre feet  
(storage)



at N.E. of Tulesburg, Colo  
(legal description of land or site)

Well was first used September 1955

for Irrigation using 200 (gpm) (cfs)

Well enlarged Aug., 1954 to  
deepened

WELL TO BE LOCATED AS ACCURATELY AS POSSIBLE WITHIN A SMALL SQUARE WHICH REPRESENTS 40 ACRES.  
IF THE ABOVE INFORMATION IS NOT AVAILABLE FILL IN THE FOLLOWING:

(gpm) (cfs) by \_\_\_\_\_  
(ft.) method

Town or Subdivision

Water conveyed by Ditch for  
Irrigation on at 160 acres  
(use) (acres or other)

Street address or lot and block

LOG SHOULD BE GIVEN ON REVERSE SIDE IF AVAILABLE

The above well (has) (has not) been registered in the Office of the State Engineer prior to May 1, 1957. If registered give Filing No. #109

If not registered prior to May 1, 1957 a \$5.00 filing fee accompanies this form.

The above statements are true and correct to the best of my knowledge and belief.

Subscribed and sworn before me  
this 6th day of August, 1957  
My Commission expires \_\_\_\_\_

Mrs. Alma Herfert  
Registrant

(SEAL) \_\_\_\_\_  
Notary Public

FOR STATE ENGINEER'S USE  
Located in 1-64 district, Sedgewick County for IRRIGATION

Registration No. 10 in 1-64, on \_\_\_\_\_, 1957 at \_\_\_\_\_ M.





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 permit 4496  
WDID 1: 6405172 WDID 2:            WDID 3:            WDID 4:           

TAMPER RESISTANT SEAL INFORMATION  
Meter Seal No.:            New Seal No.: 86884 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: 05-8-1610 Register Serial No.: na K-Factor (if adjusted): na

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: 8.020 " Wall Thickness: 0.172 " ID: 7.676 "

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)
	<u>Acln</u>	(min:sec)	
Stop:	<u>1,988.3650</u>	<u>15 : 1.00</u>	
Start:	<u>1,987.9900</u>	<u>0 : 0.00</u>	
Total:	<u>0.3750</u>	<u>15.02</u>	
		(Dec. Min.)	
	<b><u>678.0</u></b>	Avg. QI (gpm)	
		(0,000.0)	

TEST METER (ULTRASONIC OR VOLUMETRIC)

	Reading (gal)	Elapsed Time (min:sec)	Avg. QT (gpm) (0,000.0)
Stop:	<u>9,511.8</u>	<u>15 : 7.00</u>	<b><u>629.1</u></b>
Start:	<u>0.0</u>	<u>0 : 0.00</u>	
Total:	<u>9,511.8</u>	<u>15.12</u>	
		(Dec. Min.)	Spacer Setting: <u>6.024</u> (Ultrasonic Meter Only)

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 629.1 = **0.928** (to 0.000)  
QI = 678.0

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) (gpm)	Pressure (psi)
1 : <u>          </u>	<u>          </u>	<u>          </u>
2 : <u>          </u>	<u>          </u>	<u>          </u>
3 : <u>          </u>	<u>          </u>	<u>          </u>
4 : <u>          </u>	<u>          </u>	<u>          </u>
5 : <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>

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:           

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.            Reading             
Power Company            Multiplier:           

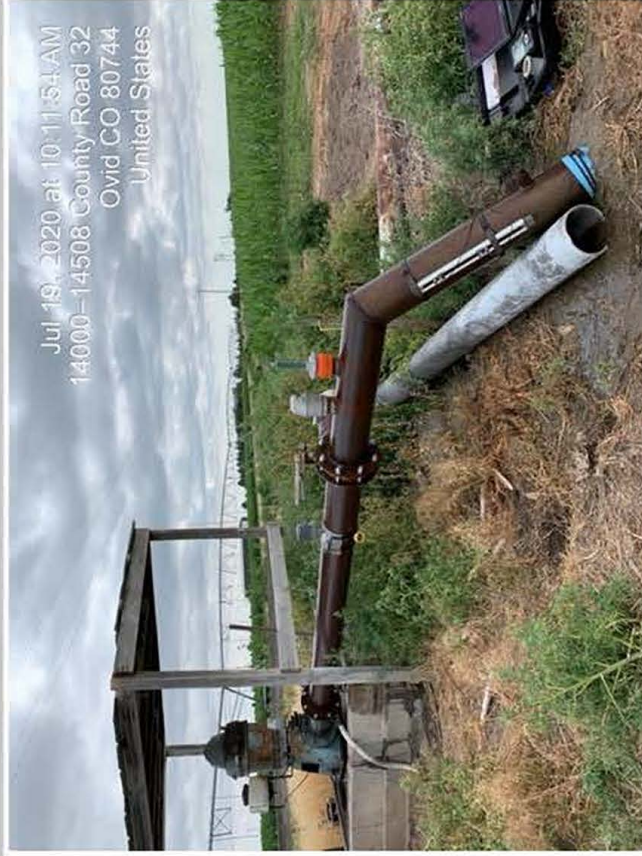
USER CONTACT: Name/Entity: Pete Walter Phone No.: 970-580-0943

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: © Larry Frame Date of Well Test: 07/19/2020 Test Meter Serial No.: A1K5656T

**COMMENTS:**

Well running to pivot.



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBS4-6-21) (Mandatory 1-22)

3  
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**  
5 **OTHER COUNSEL BEFORE SIGNING.**  
6

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

11 Date: \_\_\_\_\_  
12

13 **AGREEMENT**

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

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title  
18 to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

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

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

22 **2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado  
23 (insert legal description):  
24  
25  
26  
27  
28  
29  
30

31 known as: \_\_\_\_\_,  
32 Street Address City State Zip

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

35 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

36 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price  
37 unless excluded under **Exclusions**:  
38  
39  
40

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

43 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at  
44 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
45 encumbrances, except:  
46  
47  
48

49 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
50 applicable legal instrument.

51 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
52 at Closing (Leased Items):  
53

54  
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104

**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.

**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. and 2.7.5., will be transferred to Buyer at Closing:

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

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

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

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

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

**2.7.7. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

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

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

**3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	<b>Acceptance Deadline Date</b>	
47	§ 27	<b>Acceptance Deadline Time</b>	

105 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
108 “None”, such provision means that “None” applies.

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

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States  
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
116 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
120 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender  
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
127 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any  
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
131 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
144 form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
147 Release form), within three days of Buyer’s receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller**  
150 **is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer**  
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
165 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional  
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
170  **Conventional**  **Other** \_\_\_\_\_.

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
172 set forth in § 4.1. (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
173 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
174 **Property Insurance Premium** and  \_\_\_\_\_.

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

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

184 **4.7. Seller or Private Financing.**

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

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
190  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
191 **Private Financing Deadline.**

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**  
195 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**  
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

200 

<b>TRANSACTION PROVISIONS</b>
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201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **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  
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
225 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  
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS. Omitted as inapplicable.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.



262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
263  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
264 agent or all three.

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

267 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON  
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
281 ASSOCIATION.~~

282 ~~7.2. Association Documents to Buyer.~~ Seller is obligated to provide to Buyer the Association Documents (defined below),  
283 at Seller's expense, on or before ~~Association Documents Deadline~~. Seller authorizes the Association to provide the Association  
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
285 of the Association Documents, regardless of who provides such documents.

286 ~~7.3. Association Documents.~~ Association documents (Association Documents) consist of the following:

287 ~~7.3.1.~~ All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
289 C.R.S.;

290 ~~7.3.2.~~ Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 ~~7.3.3.~~ List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
297 (Association Insurance Documents);

298 ~~7.3.4.~~ A list by unit type of the Association's assessments, including both regular and special assessments as  
299 disclosed in the Association's last Annual Disclosure;

300 ~~7.3.5.~~ The Association's most recent financial documents which consist of: (1) the Association's operating budget  
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
307 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  
308 7.3.5., collectively, Financial Documents);

309 ~~7.3.6.~~ Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
313 elements or limited common elements of the Association property.

314 ~~7.4. Conditional on Buyer's Review.~~ Buyer has the right to review the Association Documents. Buyer has the Right to  
315 Terminate under § 24.1., on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in  
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
317 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after ~~Closing~~

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

324 **8.1. Evidence of Record Title. See Due Diligence Packet**

325  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
328 or if this box is checked,  **an Abstract of Title certified to a current date.** Seller will cause the title insurance policy to be issued  
329 and delivered to Buyer as soon as practicable at or after Closing.

330  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
339  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
360 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  
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record  
376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
383 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
384 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
385 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
386 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
387 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
388 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
389 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
390 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
391 **RECORDER, OR THE COUNTY ASSESSOR.**

392 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing districts  
393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located  
394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may  
395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,  
396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before  
397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate  
398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on  
399 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax  
400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to  
401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax  
402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
410 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing  
413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or  
414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
420 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
421 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
429 laws and governmental regulations concerning land use, development and environmental matters.

430 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~  
431 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~  
432 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~  
433 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~  
434 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~  
435 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~  
436 ~~**GAS OR WATER.**~~

437 ~~8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO~~  
438 ~~ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A~~  
439 ~~MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND~~  
440 ~~RECORDER.~~

441 ~~8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT~~  
442 ~~TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION~~  
443 ~~OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING~~  
444 ~~OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

445 ~~8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL~~  
446 ~~INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING~~  
447 ~~DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL~~  
448 ~~AND GAS CONSERVATION COMMISSION.~~

449 ~~8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or~~  
450 ~~not covered by the owner's title insurance policy.~~

451 ~~8.9. Mineral Rights Review. Buyer  Does  Does Not have a Right to Terminate if examination of the Mineral~~  
452 ~~Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.~~

453 **9. NEW ILC, NEW SURVEY.**

454 ~~9.1. New ILC or New Survey. If the box is checked, (1)  New Improvement Location Certificate (New ILC); or, (2)~~  
455  ~~New Survey in the form of \_\_\_\_\_; is required and the following will apply:~~

456 ~~9.1.1. Ordering of New ILC or New Survey.  Seller  Buyer will order the New ILC or New Survey. The~~  
457 ~~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~~  
458 ~~after the date of this Contract.~~

459 ~~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~~  
460 ~~Closing, by:  Seller  Buyer or:~~

461  
462  
463 ~~9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of~~  
464 ~~the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before New~~  
465 ~~ILC or New Survey Deadline.~~

466 ~~9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to~~  
467 ~~all those who are to receive the New ILC or New Survey.~~

468 ~~9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New~~  
469 ~~Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New~~  
470 ~~Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to~~  
471 ~~Seller incurring any cost for the same.~~

472 ~~9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.~~  
473 ~~If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,~~  
474 ~~Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:~~

475 ~~9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or~~

476 ~~9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be~~  
477 ~~shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

478 ~~9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or~~  
479 ~~before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on~~  
480 ~~or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey~~  
481 ~~Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such~~  
482 ~~termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).~~

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
485 **WATER.**

486 ~~10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer~~  
487 ~~the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller~~  
488 ~~to Seller's actual knowledge and current as of the date of this Contract.~~

489 ~~10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer~~  
490 ~~any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material~~  
491 ~~facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely~~

492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
493 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
494 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
505 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
517 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
520 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
521 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed  
523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance  
526 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

527 **10.6. Due Diligence.**

528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
530 **Deadline**:

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
533 are as follows (Leases):

534  
535

536 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be  
537 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
538 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will Not** assume the Seller's obligations  
539 under such leases for the Leased Items (§ 2.5.4., Leased Items).

540  
541 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
542 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
543 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will**  
544 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

545  
546 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies  
547 of the following:

548  **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the  
549 Property;

550  **10.6.1.4.2.** Property tax bills for the last \_\_\_\_\_ years;

- 551  **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including  
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the  
553 extent now available;
- 554  **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 555  **10.6.1.4.5.** Operating statements for the past \_\_\_\_\_ years;
- 556  **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 557  **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but  
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559  **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which  
560 have been made for the past \_\_\_\_ years;
- 561  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if  
562 not delivered earlier under § 8.3.);
- 563  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,  
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no  
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to  
567 Seller;
- 568  **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the  
569 compliance of the Property with said Act;
- 570  **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any  
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use  
572 authorizations, if any; and
- 573  **10.6.1.4.13.** Other:
- 574
- 575
- 576
- 577
- 578
- 579

580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**  
593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence—Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
596 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the  
598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_,  
599 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
602 tenants' business uses of the Property, if any.

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

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the  
609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
611 subjective discretion.

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

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
615 owned by Buyer and commonly known as \_\_\_\_\_, Buyer has  
616 the Right to Terminate under § 24.1., effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
617 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
622 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
623 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
624 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
625 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
630 or delayed.

631 **10.10. Lead-Based Paint.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

632 **10.11. Carbon Monoxide Alarms.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

633 **10.12. Methamphetamine Disclosure.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

## 634 11. TENANT ESTOPPEL STATEMENTS.

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease  
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
649 required § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**  
651 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
653 waive any unsatisfactory Estoppel Statement.

## 654 CLOSING PROVISIONS

### 655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
663 this Contract.

664 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
665 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
666 Buyer. The hour and place of Closing will be as designated by \_\_\_\_\_.

667 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

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

683 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
684 **WITHHOLDING.**

685 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
686 to be paid at Closing, except as otherwise provided herein.

687 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
688  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

689 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
691 associated with or specified in the Status Letter will be paid as follows:

692 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  Buyer  
693  Seller  One-Half by Buyer and One-Half by Seller  N/A.

694 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer  
695 and One-Half by Seller  N/A.

696 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
698 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

699 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
700 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

701 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
702 Buyer and One-Half by Seller  N/A.

703 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
704  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

705 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
707  One-Half by Buyer and One-Half by Seller  N/A.

708 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
709 \$\_\_\_\_\_ for:

710  Water Stock/Certificates  Water District  
711  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

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

713 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
714 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

715 **15.9. FIRPTA and Colorado Withholding.**

716 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
719 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



720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** See Due Diligence Packet

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
732 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy**  
733 **and Most Recent Assessed Valuation**,  **Other** \_\_\_\_\_.

734 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit  
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller**. Except however, any  
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents  
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and  
747 \_\_\_\_\_ Association Assessments are subject to change as provided in the Governing Documents.

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,  
749 subject to the Leases as set forth in § 10.6.1.1. As stated in the Beckman Land Auction Due Diligence Packet Printed: November 21, 2022.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753 

<b>GENERAL PROVISIONS</b>
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754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
758 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  
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
766 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  
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
779 Closing.

780 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~  
781 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~  
782 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~  
783 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~  
784 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~  
785 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty.** ~~[Intentionally Deleted]~~

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
790 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  
791 the growing crops.

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

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

804 **20.1. If Buyer is in Default:**

805  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
806 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  
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable.** ~~This § 20.1.2. applies unless the box in § 20.1.1. is checked.~~ Seller may  
810 ~~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~~  
811 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~  
812 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~  
813 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
824 Contract are reserved and survive Closing.

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

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
845 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  
846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

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

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
881 copies taken together are deemed to be a full and complete contract between the parties.

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

886 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
888 Commission.)

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**30. OTHER DOCUMENTS.**

**30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

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

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909 

<b>SIGNATURES</b>
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910 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: \_\_\_\_\_

911 **[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: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

912

913

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

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

**A. Broker Working With Buyer**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

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

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

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**B. Broker Working with Seller**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

## EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended December 8, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the Beckman Land Auction Due Diligence Packet Printed: November 21, 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 Beckman Land Auction Due Diligence Packet Printed: November 21, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Beckman Land Auction Due Diligence Packet Printed: November 21, 2022 the Beckman Land Auction Due Diligence Packet Printed: November 21, 2022, shall control.

29-2.) 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.

29-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Beckman Land Auction Due Diligence Packet Printed: November 21, 2022, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Beckman Land Auction Due Diligence Packet Printed: November 21, 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.

29-4.) 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.

29-5.) 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.

29-6.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

# Broker Disclosure

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

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS**

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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### **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

# Title Commitments

- ◆ Parcels #1 & #3
- ◆ Parcel #2





Alliant National Title Insurance Company

Commitment Number: 202010

**SCHEDULE A**

1. Effective Date: November 8, 2022 at 07:00 AM
2. Policy or Policies to be issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (06/17/06) )  
Proposed Insured:  
TBD
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Robert Theodore Beckman Marital Trust, and Carol B. Lohrman Revocable Trust and Lavonne Childress
5. The land referred to in the Commitment is described as follows:  
The E1/2 of Section 1, Township 11 North, Range 46 West of the 6th P.M.,  
Sedgwick County, Colorado.

**Alliant National Title Insurance Company**

By:   
Sedgwick County Title Company

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(202010/202010/2)

Commitment Number: 202010

**SCHEDULE B**  
(Continued)

2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Rights or claims of parties in possession not shown by the public records.
  2. Easements and claims of easements not shown by the public records.
  3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts that an accurate and complete survey and inspection of the premises would disclose and which are not shown by the public records.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
  6. Taxes for the current year, including all taxes now or heretofore assessed, not yet due and payable.  
  
NOTE: This will be disclosed on the Loan Policy only if one is issued.
  7. Taxes for the year 2021 in the amount of \$1,311.18 are paid in full and taxes for the current year are not yet due or payable.  
  
NOTE: This will be disclosed on the Owner's Policy if one is issued.
  8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights and claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
  9. Reserving onto Union Pacific Railway Company the exclusive right to prospect for coal and other mineral on said land, as stated in Warranty Deed from Union Pacific Railway Company, to Jonathan Porter, dated January 24, 1894, recorded November 12, 1894, Reception No. 2412.
  10. A strip of land 2 rods wide for road purposes in Quit Claim Deed from Jonathan Porter to The County of Sedgwick, dated August 10, 1895, recorded November 26, 1895, Book 12, Page 63, Reception No. 2776.
  11. Statement of Claim to Water Right for The North Reservation Ditch, dated December 12, 1894, recorded December 12, 1894, Book 4, Page 559, Reception No. 2441.

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(202010/202010/2)

Commitment Number: 202010

**SCHEDULE B**  
(Continued)

12. Subject to all mineral lands excluded and excepted in Patent from United States of America to Union Pacific Railway Company, dated February 26, 1897, recorded April 23, 1897, Book 1, Page 256, Reception No. 4111.
13. A strip of land 2 rods wide for road purposes in Quit Claim Deed from HR Fuller and Harland to The County of Sedgwick Board of Commissioners, dated August 15, 1898, recorded August 16, 1898, Book 12, Page 133, Reception No. 4603.
14. Statement of Claim to Water Right for The Petersen Canal & Reservoir Company, dated June 5, 1901, recorded May 2, 1903, Book 5, Page 485, Reception No. 6206.
15. A 2A strip of land in Warranty Deed from Mary E. Porter to The County of Sedgwick, dated August 28, 1929, recorded October 11, 1929, Book 70, Page 429, Reception No. 64586.
16. Telephone Line Easement by the Board of County Commissioners to The Mountain States Telephone & Telegraph Company, to build, maintain and service telephone lines, dated September 3, 1964, recorded October 16, 1964, Book 121, Page 237, Reception No. 151062, in which the specific location of the easement is not defined.  
Addendum to Telephone Line Easement provides for notification of any construction or relocation of any underground telephone line, dated October 10, 1969, recorded October 23, 1969, Book 129, Page 233, Reception No. 157043.
17. Easement and right-of-way for Mountain Bell Underground Facilities, purposes disclosed by instrument recorded October 1, 1981, Book 165, Page 380, Reception No. 169269, in which the specific location of the easement is not defined.
18. Easement and right-of-way for Highline Electric Association Underground Facilities, purposes disclosed by instrument recorded October 13, 1981, Book 165, Page 497, Reception No. 169298, in which the specific location of the easement is not defined.
19. Perpetual easement in Perpetual Easement Deed from Union Pacific Railroad Company to At&T Communications, Inc., dated September 11, 1991, recorded October 22, 1991, Book 196, Page 297, Reception No. 177970.

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(202010/202010/2)

No. 2412

INSTRUMENT

Warranty Deed

GRANTOR

Union Pacific Railway Company

GRANTEE

Jonathan Porter

CONSIDERATION \$721.12

DATE OF RECORD Nov.12, 1894, 11:40AM

BOOK 17 PAGE 79

DATE OF INST. Jan.24, 1894

DATE OF ACK'T

BEFORE

OFFICIAL TITLE

COUNTY

STATE

COM'N EXPIRES

SEAL

DESCRIPTION Lots 1 and 2 and the S.1/2 of the N.E.1/4 of Sec.1, Twp. 11 North, Range 46 West of the 6th P.M. being the same premises contracted to be sold to Jonathan Porter by contract 90291 dated Dec. 6, 1892.

Excepting all taxes and assessments levied upon said premises since Dec.6, 1892.

Except against any claims or incumbrances created or permitted by, through, or under said Jonathan Porter or his successors heirs, or assigns, or any of them.

(OVER)

7 Type this # is above  
sign

Signed: -THE UNION PACIFIC RAILWAY COMPANY

By S. H. H. Clark, President

Attest: -Alex Millar, Secretary.

Corporate seal attached.

UNION TRUSTE COMPANY OF NEW YORK, TRUSTEE.

By J. A. W. Ogilvie, Vice-President.

Corporate seal attached.

Countersigned: -B. A. McAllaster, Land com.

able space

F. A. Keller

S. H. H. Clark acknowledged Mar.15, 1894 before James A. Griffith, Notary Public, Douglas County, nebr. Commission expires Mar.3, 1899. Sealed.

James H. Ogilvie acknowledged Apr.13, 1894 before

Charles Edgar Mills, Commissioner for Colorado, New York County, N.Y.

Commission expires Apr.11, 1897. (1897) Sealed.

"Reserving however, to the said Union Pacific Railway Company the exclusive right to prospect for Coal and other minerals within and underlying said lands, and to mine for and remove the same if found; and for this purpose it shall have right of way over and across said lands, and space necessary for the conduct of said business thereon, without charge or liability for damage therefor."

in two # etc

No. 2776

INSTRUMENT Quit Claim Deed

GRANTOR Jonathan Porter

GRANTEE Sedgwick County, Colorado

CONSIDERATION \$5.00

DATE OF RECORD Nov.26, 1895, 5 P.M.

BOOK 12 PAGE 63

DATE OF INST. Aug.10, 1895

DATE OF ACK'T. Aug.10, 1895

BEFORE H. Epperson

OFFICIAL TITLE County Clerk

COUNTY Sedgwick STATE Colo.

COM'N. EXPIRES ----

SEAL Yes

DESCRIPTION <sup>mit</sup> A strip of land 2 rods in width and 160 rods in length off

of the north side of the N.E.1/4 of Sec.1, Twp.11 North, Range 46 West

of the 6th P.M. Also a strip of land 2 rods in width and 80 rods in

length off of the south side of S.W.1/4 of Sec.31, Twp.12 North, Range

45 West of the 6th P.M. Also a strip of land 2 rods in width and 160

rods in length off of the east side of the S.E.1/4 of Sec.1, Twp.11

North, Range 46 West of the 6th P.M. Also a strip of land 2 rods in

width and 160 rods in length off of the west side of the S.W.1/4 of

Sec.31, Twp.12 North, Range 45 West of the 6th P.M. Also a strip of land

2 rods wide and 160 rods in length off of the east side of N.E.1/4 of

Sec.1, Twp.11 North, Range 46 West of the 6th P.M., (for road purposes.)



## STATEMENT OF CLAIM TO WATER RIGHT.

State of Colorado, )  
 County of Sedgwick.

Irrigation Division No.1. Water District No.64.

A. J. Keigwin, the owner of the following described ditch, in compliance with the requirements of the provisions of General Section No.1720, of the General Statutes of the State of Colorado, approved April 20, 1887, and the acts amendatory thereto, do hereby make this statement for filing:

1. The name of the owner of said ditch, Amos J. Keigwin, whose post-office address is Julesburg, County of Sedgwick.

2. The name of said ditch is The North Reservation Ditch.

3. The headgate of said ditch is situated on the north band of the South Platt River, from which stream said ditch diverts its supply of water, at a point where the Northeast corner of Sec.11, Twp.11 North of Range 46 West of the 6th P.M., bears 2009 feet south & 2414 feet west feet, of the northeast corner of Sec.11, Twp.11 North, Range 46 West of the 6th P.M. From the headgate the ditch runs in a general northeasterly direction, as shown on the plat hereto attached and made a part of this statement.

4. The length of said ditch is 3 miles.

5. The width of said ditch on the bottom is 6 feet.

6. The width at the high water line is 9 feet.

7. The depth of water carried in said ditch is  $1\frac{1}{2}$  feet.

8. The grade of said ditch is  $2\frac{64}{100}$  feet per mile.

9. The carrying capacity of said ditch is 44 cubic feet of water per second of time.

10. Work was commenced on said ditch on the 3rd day of Dec. A.D.1894.

Dated Dec. 12, 1894.

Signed:-A. J. Keigwin.

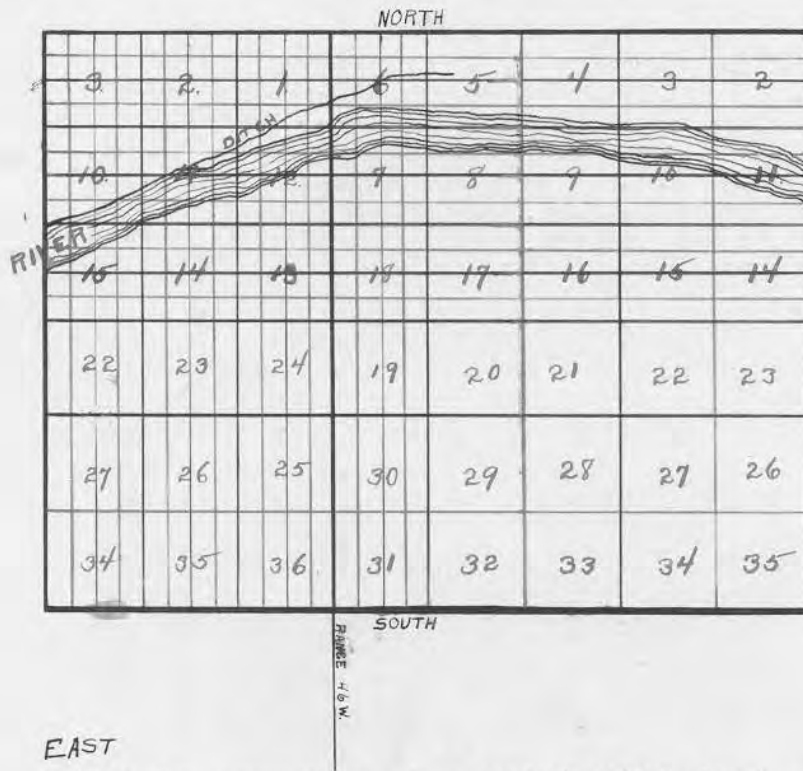
State of Colorado, )  
 County of Sedgwick.) ss.

Robert P. Landrum, being first duly sworn on oath says that he has read the above and foregoing statement and examined the plat thereto attached, and that the matter therein set forth are true of his knowledge.

Signed:-Robert P. Landrum.

Subscribed and sworn to Dec. 12, 1894, before H. Epperson, County Clerk, Sedgwick County, Colo. Sealed.

Plat of North Reservation Ditch referred to.  
 Scale  $\frac{1}{2}$  in. = 1 mile.



Ditch to commence at a point 2009 feet south and 2414 feet west of the Northeast corner of Sec.11, Twp.11 North, Range 46 West of the 6th P.M., in Sedgwick County, Colorado, running as per map.

Recorded Dec. 12, 1894, 1 P.M., in Book 4, Page 559.

No. 4111

INSTRUMENT Patent No.  
GRANTOR United States of America  
GRANTEE Union Pacific Railway Company, formerly Union Pacific Railroad Company

DATE OF RECORD Apr. 23, 1897, 9 A.M.

BOOK 1 PAGE 256

DATE OF INST. Feb. 26, 1897

DESCRIPTION:

Lots 4, 5, 6 in 19-12-44	60.01 a.	Lots 1, 2, 3, 4, 5, 6 & E $\frac{1}{2}$ SW $\frac{1}{4}$	
Lots 1, 2, 3, 4 in 21-12-44	212.84 a.	& SE $\frac{1}{4}$ 7-11-45	473.54 a.
Lots 1, 2, 3, 4 in 23-12-44	214.88 a.	Lots 1, 2, 3, 4 & S $\frac{1}{2}$ 9-11-45	435.20 a.
All 25-12-44	640. a.	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & N $\frac{1}{2}$ NE $\frac{1}{4}$ and	
All 27-12-44	640. a.	N $\frac{1}{2}$ NW $\frac{1}{4}$ 11-11-45	379.25 a.
Lots 1, 2, 3, 4, 5, 6, 7, 8 & E $\frac{1}{2}$ of		All 15-11-45	640. a.
NW $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ 31-12-44.	642.63 a.	Lots 1, 2, 3, 4 & S $\frac{1}{2}$ 31-11-45	430.28 a.
SE $\frac{1}{4}$ 33-12-44	160 a.	Lots 1, 2, 3, 4, 5, 6 & N $\frac{1}{2}$ NE $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$ and	
All 35-12-44	640 a.	S $\frac{1}{2}$ of 35-11-45	640 a.
All 1-9-45	641.44 a.	Lot 1 & S $\frac{1}{2}$ SE $\frac{1}{4}$ 19-12-45	110.30 a.
All 3-9-45	640.90 a.	Lots 1, 2 & S $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SE $\frac{1}{4}$ 21-12-45	226.92 a.
SE $\frac{1}{4}$ and W $\frac{1}{2}$ 5-9-45	480.19 a.	Lots 1, 2 & S $\frac{1}{2}$ SE $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ 23-12-45	234.32 a.
All 7-9-45	657.53 a.	All 25-12-45	640 a.
All 9-9-45	640. a.	All 27-12-45	640 a.
All 11-9-45	640 a.	NW $\frac{1}{4}$ & S $\frac{1}{2}$ 29-12-45	480 a.
All 13-9-45	640 a.	Lots 3 & 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ of 31-12-45	479.91 a.
All 15-9-45	640 a.	All 33-12-45	640 a.
All 17-9-45	640 a.	All 35-12-45	640 a.
E $\frac{1}{2}$ 1-10-45	319.37 a.	All 1-9-46	639.76 a.
NE $\frac{1}{4}$ 3-10-45	159.28 a.	W $\frac{1}{2}$ 3-9-46	320.40 a.
All 5-10-45	640.80 a.	All 5-9-46	639.30 a.
SE $\frac{1}{4}$ & W $\frac{1}{2}$ 7-10-45	474.60 a.	All 9-9-46	640 a.
All 11-10-45	640 a.	All 11-9-46	640 a.
All 13-10-45	640 a.	All 13-9-46	640 a.
All 15-10-45	640 a.	SE $\frac{1}{4}$ & N $\frac{1}{2}$ 15-9-46	480 a.
All 17-10-45	640 a.	N $\frac{1}{2}$ 17-9-46	320 a.
All 19-10-45	647.36 a.	All 1-10-46	640.20 a.
All 21-10-45	640 a.	All 3-10-46	639.36 a.
All 25-10-45	640 a.	All 5-10-46	639.68 a.
All 27-10-45	640 a.	SW $\frac{1}{4}$ & N $\frac{1}{2}$ 7-10-46	472.40 a.
All 29-10-45	640 a.	All 9-10-46	640 a.
All 31-10-45	660.20 a.	SE $\frac{1}{4}$ & N $\frac{1}{2}$ 11-10-46	480 a.
All 35-10-45	640 a.	13-10-46	
Lots 1, 2, 3, 4 & S $\frac{1}{2}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ NW $\frac{1}{4}$ &			
S $\frac{1}{2}$ 1-11-45	641.20 a.		
All 3-11-45	614.40 A		
5-11-45	547.73 A		

All 3-11-45 644.40 a.  
 Lots 1, 2, 3, 4, 5, 6, 7, 8 &  
 S $\frac{1}{2}$ NE $\frac{1}{4}$  & S $\frac{1}{2}$ NW $\frac{1}{4}$  & N $\frac{1}{2}$ SW $\frac{1}{4}$  & N $\frac{1}{2}$ SE $\frac{1}{4}$  of  
 5-11-45 547.73 a.  
 NE $\frac{1}{4}$  19-10-46 160 a.  
 All 21-10-46 640 a.  
 All 23-10-46 640 a.  
 All 25-10-46 640 a.  
 All 27-10-46 640 a.  
 E $\frac{1}{2}$  31-10-46 320 a.  
 W $\frac{1}{2}$  33-10-46 320 a.  
 All 35-10-46 640 a.

Lots 1, 2, 3, 4, 5, 6 & S $\frac{1}{2}$ NE $\frac{1}{4}$   
 & S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  & N $\frac{1}{2}$ SE $\frac{1}{4}$  of  
 1-11-46 632.90 a.  
 All 3-11-46 640.40 a.  
 All 5-11-46 640.84 a.  
 All 7-11-46 638.50 a.  
 All 9-11-46 640 a.

Lots 1, 2, 3, 6, 7, 8, 9, 10, 11 & 12 &  
 SE $\frac{1}{4}$ SE $\frac{1}{4}$  of  
 11-11-46 369.17 a.  
 All 15-11-46 640 a.  
 All 17-11-46 640 a.  
 All 19-11-46 635.60 a.  
 All 21-11-46 640 a.

Lots 1, 2, 3, 4 in  
 All 23-11-46 150.68 a.  
 All 27-11-46 640 a.  
 All 29-11-46 640 a.  
 All 31-11-46 631.40 a.  
 All 33-11-46 640 a.

Lots 1, 2, 3 & W $\frac{1}{2}$ NW $\frac{1}{4}$  & S $\frac{1}{2}$  of  
 35-11-46 474.40 a.

Lots 1, 2, 3, 4 19-12-46 197.54 a.

Lots 1, 2, 3, 4 21-12-46 210.83 a.  
 All 27-12-46 640 a.  
 All 31-12-46 640.64 a.  
 S $\frac{1}{2}$  33-12-46 320 a.

Lots 1, 2, 3, 4, 5, 6 & SE $\frac{1}{4}$  of  
 35-12-46 381 a.  
 All 1 -10-47 640.60 a.  
 All 3 -10-47 642.12 a.  
 All 5 -10-47 642.88 a.  
 All 9 -10-47 640 a.  
 All 11-10-47 640 a.  
 All 13-10-47 640 a.  
 All 15-10-47 640 a.  
 N $\frac{1}{2}$  35-10-47 320 a.  
 All 1-11-47 640.68 a.  
 All 3-11-47 641.04 a.  
 E $\frac{1}{2}$  5-11-47 320.42 a.  
 All 7-11-47 637.76 a.  
 All 9-11-47 640 a.  
 All 11-11-47 640 a.

All 13-10-46 640 a.  
 All 15-10-46 640 a.  
 E $\frac{1}{2}$  17-10-46 320 a.

All 17-11-47 640 a.  
 All 19-11-47 640.40 a.  
 All 21-11-47 640 a.  
 All 23-11-47 640 a.  
 NE $\frac{1}{4}$  & S $\frac{1}{2}$  25-11-47 480 a.  
 NE $\frac{1}{4}$  & S $\frac{1}{2}$  27-11-47 480 a.  
 All 29-11-47 640 a.  
 All 31-11-47 644.56 a.  
 All 33-11-47 640 a.  
 All 35-11-47 640 a.

Lots 1, 2, 3, 4 19-12-47 235.59 a.  
 Lots 1, 2 23-12-47 103.68 a.  
 All 25-12-47 640 a.  
 All 27-12-47 640 a.  
 All 29-12-47 640 a.  
 All 31-12-47 644.16 a.

Excluding and excepting from the transfer by these presents, "All Mineral Lands" should any such be found to exist in the tract described in the foregoing, but this exclusion and exception according to the terms of the Statute "shall not be construed to include coal and iron land".

Signed: BY THE PRESIDENT,  
 Grover Cleveland  
 By I. A. Pugh, Acting Secretary  
 L.Q.C. Lamar, Recorder of the  
 General Land Office.  
 Government Seal attached.

For U. P. Patents, see following numbers:

Tr. 96  
 No. 4092  
 4097  
 4111  
 4367  
 4916  
 5454  
 5512  
 18954

For copy of Decision on mineral reservations in Union Pacific Patents and letters in reference thereto, see large envelope number Tr. 96 in Abstract File with card No Tr. 96, also for copy of same Decision, see front part of large Abstract Loose Leaf Index Book.

All 13-11-47 640 a.  
 All 15-11-47 640 a.

No. 4603'

INSTRUMENT Quit Claim Deed'

GRANTOR H. R. Fuller and Harland ----

GRANTEE the Board of County Commissioners'  
x

CONSIDERATION	\$2.00'	DATE OF RECORD	Aug.16, 1898, 9:10 A.M.'
BOOK 12' PAGE	133'	DATE OF INST.	Aug.15, 1898'
DATE OF ACK'T.	Aug.20, 1898'	BEFORE	C. M. Harris'
OFFICIAL TITLE	County Clerk'	COUNTY	Sedgwick' STATE Colo.'
COM'N. EXPIRES	---	SEAL	Yes'

DESCRIPTION A strip of land 2 rods wide and 320 rods long, along the east side of Sec.1, Twp.11 North, Range 46 West of the 6 P.M., to be used for road purposes.'

Signed:-H. R. Fuller'

Harland Fuller by H. R. F.'

Harlan Fuller does not appear in acknowledgment.



No. 6206'

INSTRUMENT Water Right Deed'

GRANTOR The Petersen Canal and Reservoir Company, a corporation existing and doing business under the laws of the State of Colorado'

GRANTEE Jonathan Porter'

CONSIDERATION \$500.00'

DATE OF RECORD May 2, 1903, 4 P.M.'

BOOK 5' PAGE 485'

DATE OF INST. June 5, 1901'

DATE OF ACK'T. June 5, 1901'

BEFORE H. C. McNew'

OFFICIAL TITLE County Clerk'

COUNTY Sedgwick' STATE Colo.'

COM'N. EXPIRES

SEAL Yes'

DESCRIPTION One Water Right to the use of water flowing through the canal of first party, each Water Right to be sufficient for the irrigation of 80 acres of land, but not to exceed one cubic foot of water per second of time for domestic purposes and for irrigating the following described land and none other.'

W.1/2 of the N.E.1/4 of Sec.1, Twp.11 North, Range 46 West of the 6th P.M.'

Signed:-THE PETERSEN CANAL & RESERVOIR COMPANY'

By Peter Petersen, President'

Attest:-Lewis E. Loveland'

Corporate seal attached'

Jonathan Porter'

✓

No. 64586 ✓

INSTRUMENT Warranty Deed ✓

GRANTOR Mary E. Porter ✓

GRANTEE Sedgwick County, a body corporate politic duly organized under the laws of the State of Colorado

CONSIDERATION \$101.40 ✓ DATE OF RECORD Oct. 11, 1929, 3:40 P.M.

BOOK 70 PAGE 429 ✓ DATE OF INST. Aug. 28, 1929 ✓

DATE OF ACK'T Aug. 28, 1929 ✓ BEFORE Clarence R. Johnson ✓

OFFICIAL TITLE Notary Public ✓ COUNTY Sedgwick ✓ STATE Colo.

COM'N EXPIRES June 14, 1930 ✓ SEAL Yes ✓

DESCRIPTION A strip of land lying the East half of Section one (1) in Township eleven (11), North of Range 46 West of the 6th P.M., described as follows: Commencing at a point on the East line of said East half of Section One (1) 360 feet North of the center line of the Union Pacific Railroad right of way, thence South along the East line of said East half of Section one (1) a distance of 150 feet to the North line of said Union Pacific Railroad Company's right of way, thence Northwesterly along the North line of said Union Pacific Company's right of way a distance of 1600 feet, thence North 72° 10' East, a distance of 1640 feet more or less to the point of beginning containing 2.2 acres more or less.

(OVER)

155 ✓  
297 ✓

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Also a strip of land in the Northwest quarter of Section 4, Township 11 North of Range 45, West of the 6th P.M. described as follows, to-wit: Commencing at a point 82 feet North of the West 1/4 corner of Section 4-11-45, thence South 88° 20' East a distance of 842 feet to a point, thence on a one degree curve right a distance of 373 feet to a point, thence South 84° and 36' East to a point on the East line of said Northwest quarter of said Section 4, thence South on the East line of said Northwest quarter of said Section 4, thence 86° and 56' West to the West 1/4 corner of said Section 4, thence North along the West line of said Northwest quarter of said Section 4, 82 feet to the place of beginning, containing 4.92 acres more or less according to the survey thereof.



151062

INSTRUMENT Telephone Line Easement  
GRANTOR County of Sedgwick, Colo., by its Board of  
County Commissioners  
GRANTEE The Mountain States Telephone & Telegraph Company

CONSIDERATION DATE OF RECORD Oct. 16, 1964, 3 P.M.  
BOOK 121 PAGE 237 DATE OF INST. Sept. 3, 1964  
DATE OF ACKT BEFORE  
OFFICIAL TITLE COUNTY STATE  
COM'N EXPIRES SEAL

DESCRIPTION

Provides for telephone company to build, maintain, service and place an underground telephone line throughout portions of Sedgwick County, Colo. Right is granted for the lines to be placed along roadway right-of-ways wherein the County has the right through possession to grant and convey use of said property for telephone line purposes. Said line must be buried 24" deep.

COUNTY SEAL THE BOARD OF COUNTY COMMISSIONERS  
By Darrel Smyth, Chairman

ATTEST: Louisa Burns, County Clerk

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
BY C. J. Martin, for Colorado Outside Plant Engineer

Darrel Smyth as Chairman, Board of County Commissioners and Louisa Burns as County Clerk and Recorder, Sedgwick Co., Colo., acknowledged Sept. 3, 1964, before Fred H. Gibson, County Judge, Sedgwick Co., Colo. SEAL

C. J. Martin for Colorado Outside Plant Engineer of the Mountain States Telephone and Telegraph Company acknowledged Oct. 1, 1964, before Victor G. Ramer, Notary Public, Denver Co., Colo. Comm. expires Sept. 3, 1967. SEAL.

TELEPHONE LINE EASEMENT

This indenture, made Sept. 3, 1964, by and between the County of Sedgwick, Colo., by its Board of County Commissioners as party of the first part and The Mountain States Telephone and Telegraph Company, as party of the second part, WITNESSETH:

WHEREAS, the party of the second part desires to build an underground telephone line throughout a portion of Sedgwick Co., Colo., such telephone lines to be in addition to the main lines as it now exists within the County; and

WHEREAS, the party of the second part desires an easement along the existing County Roadways allowing them to build, maintain, service and place the said lines; and

WHEREAS, the County of Sedgwick has now obtained roadway right-of-ways along numerous section lines in Sedgwick Co., Colo., and the County of Sedgwick through its Board of County Commissioners desires to give the party of the second part, easements through and along defined County Roadways but only within the County's right and the County does not desire to warrant or to give or attempt to give the party of the second part any interest that it does not now possess or have the right to grant or convey and the party of the second part desires to hold the party of the first part harmless from any and all claims of liability of any person, partnership or corporation of any nature whatsoever claiming a liability of the County of Sedgwick for any grant or conveyance of such telephone line easements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the party of the first part does by these presents hereby give to the party of the second part only such rights as it may have in and to the existing County Roadways, as hereafter defined, to install, lay, place, build, service and maintain underground telephone lines along, through and under existing County Roadways as hereinafter defined which exist along section lines subject to the terms and conditions herein.

That the party of the second part in consideration of the giving of this easement does by these presents agree to bury the said telephone line at least 24" deep, measured from the existing surface of the road to the top of the said underground telephone line and that the ditch into which this pipe shall be placed shall not be dug more than 24" in width along all of the existing road right-of-ways heretofore described and existing along those section lines as heretofore maintained by the Board of County Commissioners of Sedgwick Co., Colo.

The party of the second part does further agree to put all roadways back in the same condition, except for the telephone line, as the roadway existed prior to the laying of the telephone line. The condition of the roadway after the laying of the telephone line is to be acceptable to the Board of County Commissioners of Sedgwick Co., Colo. and in the event that the Board of County Commissioners shall not accept the roadway after it has been altered by the laying of the pipe line, or if the roadway shall at any time thereafter need repair by reason of the fact that the telephone line has been laid thereunder, the Board of County Commissioners of Sedgwick Co., Colo., shall notify the party of the second part in writing and the party of the second part shall forthwith repair and put the roadway in a condition that is acceptable to the Board of County Commissioners. In the event

(Over)

that the party of the second part shall fail, refuse or neglect to place the roadway in an acceptable condition to the Board of County Commissioners, within 10 days after the receipt of the written notice provided for herein, the Board of County Commissioners shall have the right at their election, to place the roadway in an acceptable condition and thereafter charge the party of the second part all costs of such repair, which cost the party of the second part agrees to pay as one of the terms and conditions of the delivery of this said Easement.

The party of the second part agrees to hold the party of the first part harmless from any and all liability, damage, claims or actions against the party of the first part which may arise out of any claim, damage or action of any person, partnership or corporation by reason of any damages to them sustained and caused by the laying, maintaining, placing, and or servicing the said telephone line under the above described roadways along the existing section lines.

It is expressly understood and agreed by and between the parties hereto that the Board of County Commissioners as the party of the first part under this "Telephone Line Easement" does not in any way warrant or guarantee to the party of the second part that it has any right of any nature whatsoever to give the within easement and the party of the second part agrees to hold the party of the first harmless from any and all actions which may arise against the party of the first part from any claim, demand or action brought by any person, partnership or corporation by the reason that the giving of this Easement.

IN WITNESS WHEREOF, the board of County Commissioners of Sedgwick Co., Colo., has hereunto set its hand and seal on Sept. 3, 1964.

COUNTY SEAL.

THE BOARD OF COUNTY COMMISSIONERS  
By DARREL SMYTH, Chairman

**ATTEST:**

Louisa Burns, County Clerk

That the party of the second part, The Mountain States Telephone and Telegraph Company, does by these presents accept the delivery of the above "Telephone Line Easement" under the terms and conditions as therein set forth.

MOUNTAIN STATES TELEPHONE AND TELEGRAPH  
COMPANY,

By C. J. MARTIN

for Colorado Outside Plant Engineer

Darrel Smyth as Chairman, Board of County Commissioners, and Louisa Burns as the County Clerk and Recorder, Sedgwick Co., Colo., acknowledged Sept. 3, 1964, before Fred H. Gibson, County Judge, Sedgwick Co., Colo. SEAL.

C. J. Martin for Colorado Outside Plant Engineer of the Mountain States Telephone and Telegraph Company acknowledged Oct. 1, 1964, before Victor G. Ramer, Notary Public, Denver Co., Colo. Comm. expires Sept. 3, 1967. SEAL.

Recorded in the Office of the County Clerk & Recorder, Sedgwick Co., Colo., on Oct. 16, 1964, 3 P.M., in Book 121, Page 237.

ADDENDUM TO TELEPHONE LINE EASEMENT

THIS ADDENDUM TO TELEPHONE LINE EASEMENT, by and between the County of Sedgwick, Colorado, by its Board of County Commissioners, as party of the first part, and The Mountain States Telephone and Telegraph Company, as party of the second part,

WITNESSETH:

WHEREAS, the above-named parties executed a certain Telephone Line Easement, dated Sept. 3, 1964, and it is now necessary, by mutual consent, to amend and alter said agreement for Telephone Line Easement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed:

1. That the party of the second part shall notify the party of the first part, at least 10 days in advance, of any construction or relocation of any underground telephone line, located on County road right of way, and said notice shall specify with particularity the site of the construction or the relocation of the underground telephone line.

2. That said notice shall be presented to the County Road Supervisor and to the party of the first part.

3. That in all other respects, the Telephone Line Easement of Sept. 3, 1964, shall remain in full force and effect.

IN WITNESS WHEREOF, The Board of County Commissioners of the County of Sedgwick, State of Colorado, has hereunto set its hand and seal this Oct. 10, 1969.

THE BOARD OF COUNTY COMMISSIONERS  
By James Stretesky, Chairman

ATTEST:  
L. E. Gerber, County Clerk  
SEAL

That the party of the second part, The Mountain States Telephone and Telegraph Company, does by these presents accept the delivery of the above "Addendum to Telephone Line Easement" under the terms and conditions as therein set forth.

MOUNTAIN STATES TELEPHONE AND  
TELEGRAPH COMPANY  
By S. H. Wyant, Engineering  
Manager - Outside Plant

The Addendum to Telephone Line Easement was acknowledged by The Board of County Commissioners, by James Stretesky,

OVER

as Chairman, and attested as to the signature by L. E. Gerber, as the County Clerk and Recorder, on Oct. 10, 1969, before Ernest Campbell, Notary Public, Sedgwick Co., Colo. Comm. expires Apr. 4, 1970. SEAL.

The Addendum to Telephone Line Easement was acknowledged by S. Wyant, Engineering Manager - Outside Plant for the Mountain States Telephone and Telegraph Co. on Sept. 29, 1969, before R. C. Sandeman, Notary Public, Denver Co., Colo. Comm. expires May 9, 1973. SEAL.

Recorded in the County Clerk and Recorder's Office, Sedgwick Co., Colo., on Oct. 23, 1969, 10:40 A.M., Book 129, Page 233.

Abst's Note:  
Index to all Secs. with #151062 already on index book.

No. 169269

LETTER

MOUNTAIN BELL

Denver, Colorado  
Sept. 24, 1981

Sedgwick County Clerk/Recorder  
Julesburg,  
Colorado

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Pro-  
cedures for the Protection of Underground Facilities from  
Damage Caused by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General  
Assembly of Colorado, we are providing you with the following  
information:

1. Name of Operator of Underground Facilities:  
Mountain Bell
2. Area Served by Mountain Bell:  
See attached map
3. Telephone Number of Location Center:  
226-6310
4. Job Title of Location Center Supervisor:  
Assistant Manager
5. Address of Location Center:  
4620 S. College Avenue  
Ft. Collins, Colo.

If you have any questions or comments regarding this  
information, please contact Mike Ragan or 624-6409.

R. C. LANGE  
R. C. Lange  
District Staff Manager-  
Distribution Services

Recorded in the County Clerk and Recorder's Office, Sedgwick  
Co., Colo., Oct. 1, 1981, 9 A.M., Book 165, Page 380

J-C  
✓

HIGHLINE ELECTRIC ASSOCIATION  
Holyoke, Colorado  
October 6, 1981

Sedgwick County Clerk/Recorder  
Courthouse  
Julesburg, Colorado

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

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

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

ROBERT E. OSWALD  
Robert E. Oswald  
System Engineer

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

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



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

855  
A.O.D.F.

SEDGWICK COUNTY, CO 0177970 10/22/1991 08455  
BK 196 PG 297 MAEDINE NELSON, RECORDER

177970 ✓

[Sedgwick County, Colorado]

196 297

PERPETUAL EASEMENT DEED

THIS EASEMENT DEED, made as of the 11th day of September, 1991, by UNION PACIFIC RAILROAD COMPANY, a Utah corporation, having an office at 1416 Dodge Street, Omaha, Nebraska 68179, Grantor, to AT&T COMMUNICATIONS, INC., having an office at 1425 Champa Street, Suite 360C, Denver, Colorado 80202, Grantee:

WITNESSETH:

That Grantor and Grantee have entered into an Easement Agreement dated as of February 25, 1988 (hereinafter the "Agreement"), whereby Grantor has granted to Grantee rights to construct, operate, maintain, and replace a telecommunications transmission system on the property of the Grantor under the terms, provisions, and conditions contained in the Agreement, one of which is that Grantor shall grant to Grantee a perpetual easement in the form of this deed, the covenants of which touch and concern the land encumbered by this deed.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Grantor by these presents does hereby grant to Grantee a PERPETUAL EASEMENT as set forth in the Agreement in the locations situated in the County of Sedgwick, State of Colorado, as more particularly described in sheets 2-89 of Exhibit A, attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Vice President-Law and attested by its Assistant Secretary and its corporate seal to be hereunto affixed as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

By James V. Dolan  
Title: Vice President-Law

Attest:  
C. W. Taylor  
Assistant Secretary



OVER

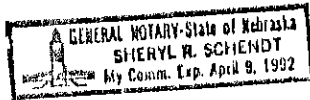
STATE OF UTAH  
DOCUMENTARY FEE  
0202  
OCT 22 1991

196,298

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged on this 11<sup>th</sup> day of September, 1991, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, by James V. Dolan, to me personally known, who stated that he had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.



Sheryl R. Schendt  
Notary Public

My commission expires:

4/9/92

Abstracter's Note:

We have consulted with Mr. Scott E. Snow, 1425 Champa St, Room 360C, Denver, CO 80202, Phone 303-620-2420.

This Easement begins at the West end of Sedgwick County, Colo. where the Railroad enters the County and follows the Railroad southeast to the North County Line and encompasses the Sections as shown on attached map. The 90 pages show this information.

The Perpetual Easement is to run 30' from the center line of the UPRR track, within the RR R/W.

See page 299



Alliant National Title Insurance Company

Commitment Number: 202011

**SCHEDULE A**

1. Effective Date: November 8, 2022 at 07:00 AM
2. Policy or Policies to be issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (06/17/06) )  
Proposed Insured:  
TBD
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Robert Theodore Beckman Marital Trust, and Carol B. Lohrman Revocable Trust and Lavonne Childress
5. The land referred to in the Commitment is described as follows:  
The NW1/4 of Section 4, Township 11 North, Range 45 West of the 6th P.M.,  
Sedgwick County, Colorado

**Alliant National Title Insurance Company**

By:   
Sedgwick County Title Company

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(202011/202011/6)

Commitment Number: 202011

**SCHEDULE B**  
(Continued)

2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements and claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts that an accurate and complete survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes for the current year, including all taxes now or heretofore assessed, not yet due and payable.

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

7. Taxes for the year 2021 in the amount of \$1,342.98 are paid in full and taxes for the current year are not yet due or payable.

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

8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights and claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
9. A strip of land 2 rods wide and 150 rods for road purposes in Quit Claim Deed from M. Laughlin to The County of Sedgwick, dated August 6, 1895, recorded November 26, 1895, Book 12, Page 58, Reception No. 2769.
10. A strip of land 2 rods wide for road purposes in Quit Claim Deed from Manuel Laughlin to The County of Sedgwick, dated March 10, 1896, recorded April 8, 1896, Book 12, Page 92, Reception No. 2942.
11. Subject to any (1) rights to ditches and reservoirs and (2) right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law in Patent from United States of America to Manuel A. Laughlin, dated August 13, 1896, recorded October 7, 1896, Book 6, Page 441, Reception No. 3056.
12. A 2A strip of land in Warranty Deed from Mary E. Porter to The County of Sedgwick, dated August 28, 1929, recorded October 11, 1929, Book 70, Page 429, Reception No. 64586.
13. A strip of land for the purpose of the Town Boarder Station for Natural Gas distribution, as stated in Warranty Deed from Alma A. Herfert and G.R. Herfert, to Kansas- Nebraska Natural Gas Co., Inc., dated November 10, 1951, recorded January 7, 1952, Reception No. 123258.
14. Easement to construct, operate and maintain a pipeline or system in Right of Way Easement from Alma A. Herfert and G.R. Herfert to Kansas-Nebraska Natural Gas Company, Inc., dated June 13, 1951, recorded January 26, 1952, Book 92, Page 281, Reception No. 123393.

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(202011/202011/4)

Commitment Number: 202011

**SCHEDULE B**  
(Continued)

15. Telephone Line Easement by the Board of County Commissioners to The Mountain States Telephone & Telegraph Company, to build, maintain and service telephone lines, dated September 3, 1964, recorded October 16, 1964, Book 121, Page 237, Reception No. 151062, in which the specific location of the easement is not defined.  
Addendum to Telephone Line Easement provides for notification of any construction or relocation of any underground telephone line, dated October 10, 1969, recorded October 23, 1969, Book 129, Page 233, Reception No. 157043.
16. Easement and right-of-way for Mountain Bell Underground Facilities, purposes disclosed by instrument recorded October 1, 1981, Book 165, Page 380, Reception No. 169269, in which the specific location of the easement is not defined.
17. Easement and right-of-way for Highline Electric Association Underground Facilities, purposes disclosed by instrument recorded October 13, 1981, Book 165, Page 497, Reception No. 169298, in which the specific location of the easement is not defined.
18. Easements and right-of-way grant from Helen Roberta Beckman, to KN Interstate Gas Transmission Co., dated September 30, 1996, recorded January 28, 1997, Reception No. 183052.
19. Facilities Easement for the use of easement and right to erect, install, construct, operate, and maintain the facilities and equipment, as stated in Facilities Easement from Robert Beckman, Robert Childress, and Lavonne Childress, and Carol Lohrman, to Kinder Morgan Inc, dated April 21, 2003, recorded August 27, 2003, Reception No. 189729, Reception No. 189730, and Reception No. 189731.

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(202011/202011/4)

No. 2769 ✓

INSTRUMENT Quit Claim Deed

GRANTOR M. Laughlin

GRANTEE Sedgwick County

CONSIDERATION \$1.00 DATE OF RECORD Nov.26, 1895, 5 P.M.

BOOK 12 PAGE 58 DATE OF INST. Aug.6, 1895

DATE OF ACK'T. Aug.7, 1895 BEFORE Andrew J. Lang

OFFICIAL TITLE Justice of the Peace COUNTY Sedgwick STATE Colo.

COM'N. EXPIRES --- SEAL ---

DESCRIPTION A strip of land 2 rods wide and 160 rods long off the south side of the S.E.1/4 of Sec.33, Twp.12 North, Range 45 West of the 6 P.M., and the same amt. off of the north side of the N.W.1/4 of Sec.4, Twp.12 North, Range 45 West of the 6th P.M.

No. 2942

INSTRUMENT Quit Claim Deed

GRANTOR Manuel Laughlin

GRANTEE County of Sedgwick and State of Colorado.

CONSIDERATION \$2.00

DATE OF RECORD April 8, 1896, 9 A.M.

BOOK 12 PAGE 92

DATE OF INST. March 10, 1896

DATE OF ACK'T. March 6, 1896

BEFORE Andrew J. Lang

OFFICIAL TITLE Justice of the Peace COUNTY Sedgwick STATE Colo.

COM'N. EXPIRES --- SEAL Yes

DESCRIPTION A piece of land 2 rods wide on the west side of Sec.4,

Twp.11 North, range 45 West of the 6th P.M.

Also 2 rods of the east side of S.E.1/4 of Sec.33, Twp.12

North, Range 45 West of the 6th P.M.

33'  
5280' long

✓



INSTRUMENT Patent  
 GRANTOR United States of America

GRANTEE Manuel A. Laughlin

CONSIDERATION DATE OF RECORD Oct.7,1896, 10 A.M.

BOOK 6 PAGE 441 DATE OF INST. Aug.13, 1896

DATE OF ACK'T BEFORE

OFFICIAL TITLE COUNTY STATE

COM'N EXPIRES SEAL

DESCRIPTION S.1/2 of the N.W.1, 4 and Lots 3 and 4 in Sec.4, Twp.11 North  
 of Range 45 West of the 6th P.M. 162.80 A

Signed BY THE PRESIDENT, Grover Cleveland

By M. McKearr, Secretary.

L.Q.C.Lamar, Recorder of the General Land Office.

Government SEAL attached.

"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."

No. 64586

INSTRUMENT Warranty Deed

GRANTOR Mary E. Porter

GRANTEE Sedgwick County, a body corporate politic duly organized  
under the laws of the State of Colorado

CONSIDERATION	\$101.40	DATE OF RECORD	Oct. 11, 1929, 3:40 P.M.
BOOK 70 PAGE	429	DATE OF INST.	Aug. 28, 1929
DATE OF ACK'T	Aug. 28, 1929	BEFORE	Clarence R. Johnson
OFFICIAL TITLE	Notary Public	COUNTY	Sedgwick STATE Colo.
COM'N EXPIRES	June 14, 1930	SEAL	Yes

DESCRIPTION A strip of land in the East half of Section one (1) in Township eleven (11), North of Range 46 West of the 6th P.M., described as follows: Commencing at a point on the East line of said East half of Section One (1) 360 feet North of the center line of the Union Pacific Railroad right of way, thence South along the East line of said East half of Section one (1) a distance of 150 feet to the North line of said Union Pacific Railroad Company's right of way, thence Northwesterly along the North line of said Union Pacific Company's right of way a distance of 1600 feet, thence North 72° 10' East, a distance of 1640 feet more or less to the point of beginning containing 2.2 acres more or less.

(OVER)

No. 64586 ✓

INSTRUMENT Warranty Deed ✓

GRANTOR Mary E. Porter ✓

GRANTEE Sedgwick County, a body corporate politic duly organized under the laws of the State of Colorado

CONSIDERATION \$101.40 ✓ DATE OF RECORD Oct. 11, 1929, 3:40 P.M.

BOOK 70 PAGE 429 ✓ DATE OF INST. Aug. 28, 1929 ✓

DATE OF ACK'T Aug. 28, 1929 ✓ BEFORE Clarence R. Johnson ✓

OFFICIAL TITLE Notary Public ✓ COUNTY Sedgwick ✓ STATE Colo.

COM'N EXPIRES June 14, 1930 ✓ SEAL Yes ✓

DESCRIPTION A strip of land lying the East half of Section one (1) in Township eleven (11), North of Range 46 West of the 6th P.M., described as follows: Commencing at a point on the East line of said East half of Section One (1) 360 feet North of the center line of the Union Pacific Railroad right of way, thence South along the East line of said East half of Section one (1) a distance of 150 feet to the North line of said Union Pacific Railroad Company's right of way, thence Northwesterly along the North line of said Union Pacific Company's right of way a distance of 1600 feet, thence North 72° 10' East, a distance of 1640 feet more or less to the point of beginning containing 2.2 acres more or less.

(OVER)

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297 ✓

✓

Also a strip of land in the Northwest quarter of Section 4, Township 11 North of Range 45, West of the 6th P.M. described as follows, to-wit: Commencing at a point 82 feet North of the West 1/4 corner of Section 4-11-45, thence South 88° 20' East a distance of 842 feet to a point, thence on a one degree curve right a distance of 373 feet to a point, thence South 84° and 36' East to a point on the East line of said Northwest quarter of said Section 4, thence South on the East line of said Northwest quarter of said Section 4, thence 86° and 56' West to the West 1/4 corner of said Section 4, thence North along the West line of said Northwest quarter of said Section 4, 82 feet to the place of beginning, containing 4.92 acres more or less according to the survey thereof.

No. 123258

INSTRUMENT Warranty Deed

GRANTOR Alma A. Herfert and G. R. Herfert, wife & husband

GRANTEE Kansas-Nebraska Natural Gas Co., Inc.

CONSIDERATION \$50.00

DATE OF RECORD Jan. 7, 1952., 2:45 P.M.

BOOK 89 PAGE 137

DATE OF INST. Nov. 10, 1951

DATE OF ACK'T Nov. 10, 1951

BEFORE Mildred H. McKinstry

OFFICIAL TITLE Notary Public

COUNTY Sedgwick STATE Colo.

COM'N EXPIRES March 25, 1952

SEAL Yes

DESCRIPTION

Commencing at a point 82 ft. N. of the W $\frac{1}{4}$  corner of said NW $\frac{1}{4}$  of Sec. 4, Twp. 11 N., Range 45 W. of the 6th P.M., thence S. 89° and 41' E. along the N. Line of State Highway number 138, a distance of 370.5 ft., to a point of beginning, thence N. a distance of 50 ft. on a line parallel to the W. section line of Sec. 4, thence E. a distance of 25 ft. on a line parallel to the S $\frac{1}{4}$  line of said NW $\frac{1}{4}$  of Sec. 4, thence S. a distance of 50 ft. on a line parallel to the W. section line of Sec. 4, thence W. a distance of 25 ft. on a line parallel to the S $\frac{1}{4}$  section line of said Sec. 4 to the point of beginning.

So long as the said property shall be used by the said Grantee or its successors or assigns for the purpose of a Town Border Station for Natural Gas distribution purposes, otherwise the said property shall revert to the Grantors, their successors or assigns.

No. 123393

INSTRUMENT Right-Of-Way Grant

GRANTOR Alma A. Herfert and G. R. Herfert, her husband

GRANTEE Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation

CONSIDERATION	25¢ per linear rod	DATE OF RECORD	Jan. 26, 1952, 9 A.M.
BOOK 92 PAGE	281	DATE OF INST.	June 13, 1951
DATE OF ACK'T	June 15, 1951	BEFORE	Richard D. Dittmore
OFFICIAL TITLE	Notary Public	COUNTY	Sedgwick STATE Colo.
COM'N EXPIRES	Jan. 8, 1952	SEAL	Yes
DESCRIPTION	NW <sup>1</sup> / <sub>4</sub> Sec. 4, Twp. 11 N., Range 45 W.		

Grants right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipe lines, 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 thereto, 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.

151062

INSTRUMENT Telephone Line Easement  
GRANTOR County of Sedgwick, Colo., by its Board of  
County Commissioners  
  
GRANTEE The Mountain States Telephone & Telegraph Company

CONSIDERATION DATE OF RECORD Oct. 16, 1964, 3 P.M.  
BOOK 121 PAGE 237 DATE OF INST. Sept. 3, 1964  
DATE OF ACKT BEFORE  
OFFICIAL TITLE COUNTY STATE  
COM'N EXPIRES SEAL

DESCRIPTION

Provides for telephone company to build, maintain, service and place an underground telephone line throughout portions of Sedgwick County, Colo. Right is granted for the lines to be placed along roadway right-of-ways wherein the County has the right through possession to grant and convey use of said property for telephone line purposes. Said line must be buried 24" deep.

COUNTY SEAL THE BOARD OF COUNTY COMMISSIONERS  
By Darrel Smyth, Chairman

ATTEST: Louisa Burns, County Clerk

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
BY C. J. Martin, for Colorado Outside Plant Engineer

Darrel Smyth as Chairman, Board of County Commissioners and Louisa Burns as County Clerk and Recorder, Sedgwick Co., Colo., acknowledged Sept. 3, 1964, before Fred H. Gibson, County Judge, Sedgwick Co., Colo. SEAL

C. J. Martin for Colorado Outside Plant Engineer of the Mountain States Telephone and Telegraph Company acknowledged Oct. 1, 1964, before Victor G. Ramer, Notary Public, Denver Co., Colo. Comm. expires Sept. 3, 1967. SEAL.

TELEPHONE LINE EASEMENT

This indenture, made Sept. 3, 1964, by and between the County of Sedgwick, Colo., by its Board of County Commissioners as party of the first part and The Mountain States Telephone and Telegraph Company, as party of the second part, WITNESSETH:

WHEREAS, the party of the second part desires to build an underground telephone line throughout a portion of Sedgwick Co., Colo., such telephone lines to be in addition to the main lines as it now exists within the County; and

WHEREAS, the party of the second part desires an easement along the existing County Roadways allowing them to build, maintain, service and place the said lines; and

WHEREAS, the County of Sedgwick has now obtained roadway right-of-ways along numerous section lines in Sedgwick Co., Colo., and the County of Sedgwick through its Board of County Commissioners desires to give the party of the second part, easements through and along defined County Roadways but only within the County's right and the County does not desire to warrant or to give or attempt to give the party of the second part any interest that it does not now possess or have the right to grant or convey and the party of the second part desires to hold the party of the first part harmless from any and all claims of liability of any person, partnership or corporation of any nature whatsoever claiming a liability of the County of Sedgwick for any grant or conveyance of such telephone line easements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the party of the first part does by these presents hereby give to the party of the second part only such rights as it may have in and to the existing County Roadways, as hereafter defined, to install, lay, place, build, service and maintain underground telephone lines along, through and under existing County Roadways as hereinafter defined which exist along section lines subject to the terms and conditions herein.

That the party of the second part in consideration of the giving of this easement does by these presents agree to bury the said telephone line at least 24" deep, measured from the existing surface of the road to the top of the said underground telephone line and that the ditch into which this pipe shall be placed shall not be dug more than 24" in width along all of the existing road right-of-ways heretofore described and existing along those section lines as heretofore maintained by the Board of County Commissioners of Sedgwick Co., Colo.

The party of the second part does further agree to put all roadways back in the same condition, except for the telephone line, as the roadway existed prior to the laying of the telephone line. The condition of the roadway after the laying of the telephone line is to be acceptable to the Board of County Commissioners of Sedgwick Co., Colo. and in the event that the Board of County Commissioners shall not accept the roadway after it has been altered by the laying of the pipe line, or if the roadway shall at any time thereafter need repair by reason of the fact that the telephone line has been laid thereunder, the Board of County Commissioners of Sedgwick Co., Colo., shall notify the party of the second part in writing and the party of the second part shall forthwith repair and put the roadway in a condition that is acceptable to the Board of County Commissioners. In the event

(Over)



that the party of the second part shall fail, refuse or neglect to place the roadway in an acceptable condition to the Board of County Commissioners, within 10 days after the receipt of the written notice provided for herein, the Board of County Commissioners shall have the right at their election, to place the roadway in an acceptable condition and thereafter charge the party of the second part all costs of such repair, which cost the party of the second part agrees to pay as one of the terms and conditions of the delivery of this said Easement.

The party of the second part agrees to hold the party of the first part harmless from any and all liability, damage, claims or actions against the party of the first part which may arise out of any claim, damage or action of any person, partnership or corporation by reason of any damages to them sustained and caused by the laying, maintaining, placing, and or servicing the said telephone line under the above described roadways along the existing section lines.

It is expressly understood and agreed by and between the parties hereto that the Board of County Commissioners as the party of the first part under this "Telephone Line Easement" does not in any way warrant or guarantee to the party of the second part that it has any right of any nature whatsoever to give the within easement and the party of the second part agrees to hold the party of the first harmless from any and all actions which may arise against the party of the first part from any claim, demand or action brought by any person, partnership or corporation by the reason that the giving of this Easement.

IN WITNESS WHEREOF, the board of County Commissioners of Sedgwick Co., Colo., has hereunto set its hand and seal on Sept. 3, 1964.

COUNTY SEAL.

THE BOARD OF COUNTY COMMISSIONERS  
By DARREL SMYTH, Chairman

**ATTEST:**

Louisa Burns, County Clerk

That the party of the second part, The Mountain States Telephone and Telegraph Company, does by these presents accept the delivery of the above "Telephone Line Easement" under the terms and conditions as therein set forth.

MOUNTAIN STATES TELEPHONE AND TELEGRAPH  
COMPANY,

By C. J. MARTIN

for Colorado Outside Plant Engineer

Darrel Smyth as Chairman, Board of County Commissioners, and Louisa Burns as the County Clerk and Recorder, Sedgwick Co., Colo., acknowledged Sept. 3, 1964, before Fred H. Gibson, County Judge, Sedgwick Co., Colo. SEAL.

C. J. Martin for Colorado Outside Plant Engineer of the Mountain States Telephone and Telegraph Company acknowledged Oct. 1, 1964, before Victor G. Ramer, Notary Public, Denver Co., Colo. Comm. expires Sept. 3, 1967. SEAL.

Recorded in the Office of the County Clerk & Recorder, Sedgwick Co., Colo., on Oct. 16, 1964, 3 P.M., in Book 121, Page 237.

ADDENDUM TO TELEPHONE LINE EASEMENT

THIS ADDENDUM TO TELEPHONE LINE EASEMENT, by and between the County of Sedgwick, Colorado, by its Board of County Commissioners, as party of the first part, and The Mountain States Telephone and Telegraph Company, as party of the second part,

WITNESSETH:

WHEREAS, the above-named parties executed a certain Telephone Line Easement, dated Sept. 3, 1964, and it is now necessary, by mutual consent, to amend and alter said agreement for Telephone Line Easement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed:

1. That the party of the second part shall notify the party of the first part, at least 10 days in advance, of any construction or relocation of any underground telephone line, located on County road right of way, and said notice shall specify with particularity the site of the construction or the relocation of the underground telephone line.

2. That said notice shall be presented to the County Road Supervisor and to the party of the first part.

3. That in all other respects, the Telephone Line Easement of Sept. 3, 1964, shall remain in full force and effect.

IN WITNESS WHEREOF, The Board of County Commissioners of the County of Sedgwick, State of Colorado, has hereunto set its hand and seal this Oct. 10, 1969.

THE BOARD OF COUNTY COMMISSIONERS  
By James Stretesky, Chairman

ATTEST:  
L. E. Gerber, County Clerk  
SEAL

That the party of the second part, The Mountain States Telephone and Telegraph Company, does by these presents accept the delivery of the above "Addendum to Telephone Line Easement" under the terms and conditions as therein set forth.

MOUNTAIN STATES TELEPHONE AND  
TELEGRAPH COMPANY  
By S. H. Wyant, Engineering  
Manager - Outside Plant

The Addendum to Telephone Line Easement was acknowledged by The Board of County Commissioners, by James Stretesky,

OVER

as Chairman, and attested as to the signature by L. E. Gerber, as the County Clerk and Recorder, on Oct. 10, 1969, before Ernest Campbell, Notary Public, Sedgwick Co., Colo. Comm. expires Apr. 4, 1970. SEAL.

The Addendum to Telephone Line Easement was acknowledged by S. Wyant, Engineering Manager - Outside Plant for the Mountain States Telephone and Telegraph Co. on Sept. 29, 1969, before R. C. Sandeman, Notary Public, Denver Co., Colo. Comm. expires May 9, 1973. SEAL.

Recorded in the County Clerk and Recorder's Office, Sedgwick Co., Colo., on Oct. 23, 1969, 10:40 A.M., Book 129, Page 233.

Abst's Note:  
Index to all Secs. with #151062 already on index book.

No. 169269

LETTER

MOUNTAIN BELL

Denver, Colorado  
Sept. 24, 1981

Sedgwick County Clerk/Recorder  
Julesburg,  
Colorado

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Pro-  
cedures for the Protection of Underground Facilities from  
Damage Caused by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General  
Assembly of Colorado, we are providing you with the following  
information:

1. Name of Operator of Underground Facilities:  
Mountain Bell
2. Area Served by Mountain Bell:  
See attached map
3. Telephone Number of Location Center:  
226-6310
4. Job Title of Location Center Supervisor:  
Assistant Manager
5. Address of Location Center:  
4620 S. College Avenue  
Ft. Collins, Colo.

If you have any questions or comments regarding this  
information, please contact Mike Ragan or 624-6409.

R. C. LANGE  
R. C. Lange  
District Staff Manager-  
Distribution Services

Recorded in the County Clerk and Recorder's Office, Sedgwick  
Co., Colo., Oct. 1, 1981, 9 A.M., Book 165, Page 380

J-C  
✓

HIGHLINE ELECTRIC ASSOCIATION  
Holyoke, Colorado  
October 6, 1981

Sedgwick County Clerk/Recorder  
Courthouse  
Julesburg, Colorado

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

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

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

ROBERT E. OSWALD  
Robert E. Oswald  
System Engineer

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

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

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

183052 01/28/1997 09:00A B: 215 P: 225  
Kristee J Mollendor, Recorder Sedgwick County CO

183052 215 225

**KN** Interstate Gas Transmission Co.

STATE OF Colorado  
COUNTY OF Sedgwick ss.  
Entered on numerical index 183052  
Filed for record in the Office of the County Clerk  
(Register of Deeds) on the 28<sup>th</sup> day of January,  
1997, at 9:00 o'clock A M and recorded in  
Book 215 of \_\_\_\_\_ at Page 320  
Kristee J. Mollendor  
County Clerk - Register of Deeds

**CATHODIC UNIT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Helen Roberta Beckman, a widow 25797 County Road 30, Julesburg,  
Colorado 80737  
of the County of Sedgwick and State of Colorado, for and in the consideration of the  
sum of \$200.00 Dollars, the receipt of which consideration is hereby acknowledged, do hereby grant, convey and confirm  
unto See \* below its successors and assigns (hereinafter collectively called "Grantee") easements and rights-of-  
way in, on, over, under, upon and through the following-described land situated in the County of Sedgwick  
and in the State of Colorado, to-wit:

\* K N Interstate Gas Transmission Co., a Colorado corporation,

TOWNSHIP 11 NORTH - RANGE 45 WEST, 6th P.M.

Section 4: NW/4 - Construction to consist of the installation of #2  
cable, buried approximately 36 inches deep, beginning at at point located approximately  
82 feet North and 382 feet East of the West quarter corner of said Section 4 (Ovid TBS  
Site); thence South approximately 5 feet; thence West approximately 48 feet to an exist-  
ing power pole. Rectifier to be mounted on power pole. Thence from the rectifier and  
pole, in a Northwesterly direction (avoiding trees), again the burying of approximately  
24 feet of #2 cable; thence from the #2 cable, due North, the installation of 10 graphite  
anodes spaced 15 feet apart for approximately 135 feet.

TO HAVE AND TO HOLD said easements and rights-of-way unto Grantee so long as the within-described equipment, or any part thereof,  
shall be maintained by Grantee; with the right of ingress to and egress from said premises for the purpose of surveying, constructing,  
installing, maintaining, renewing, repairing, replacing and operating 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 and occupy the  
same for the purposes and in the manner herein expressed.

Grantee agrees to pay Grantors any damages to growing crops or to fences arising from the surveying, constructing, installing,  
maintaining, renewing, repairing or operation of said equipment; any said damages, if not mutually agreed upon, to be ascertained and  
determined by three disinterested persons, of whom one shall be appointed by Grantors, one by Grantee and the third person chosen by the  
two so appointed. The written award of the majority of the three persons above mentioned shall be final and conclusive upon the parties  
hereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 30<sup>th</sup> day of September, 1996

In the presence of:

Robert Johnson  
Cinda K. Reed  
Right-of-Way Agent

x Helen Roberta Beckman 9-30-96  
Helen Roberta Beckman

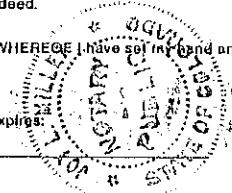
STATE OF Colorado  
COUNTY OF Sedgwick ss.

BE IT REMEMBERED that on this 30<sup>th</sup> day of September, 1996, before me, a notary public in and  
for the state and county aforesaid, personally appeared the above-named Helen Roberta Beckman  
who is personally known to me and known 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 her  
voluntary act and deed.

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

My Commission Expires:

7-2-97



Ray G. Miller  
Notary Public

FIRST NATIONAL BANK  
BURLINGAME, CALIF.



# FACILITIES EASEMENT

189729

That, Robert Beckman, a married man dealing in his sole and separate property, whose address is 2642 S. Kline Circle, Lakewood, Colorado 80227, Robert Childress and Lavonne Childress, husband and wife, whose address is 11028 C.R. 452, Cross Plains, Texas 76443 and Carol Lohrman, a widow, whose address is P.O. Box 534, Elkhorn, Nebraska 68022 hereinafter collectively called the Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to us in hand paid by Kinder Morgan, Inc., a Kansas corporation, 370 Van Gordon, P.O. Box 281304, Lakewood, Colorado 80228 - 8304, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey, unto the said Grantee, its successors and assigns, the easement and right to erect, install, construct, operate, and maintain the hereinafter described facilities and equipment and all appurtenances thereto, necessary or convenient to Grantee in the use of said facilities and equipment upon that certain tract of land situated, and described as follows, to wit:

TOWNSHIP 11 NORTH - RANGE 45 WEST, 6<sup>th</sup> P.M.

SECTION 4: A fifty (50') foot by one hundred (100') foot tract of land located in the NW/4 more fully described as follows: Beginning at a point located approximately 80 feet North and 33 feet East of the Southwest Corner of said NW/4, thence North, along the East right-of-way line of County Road 29, a distance of 100 feet, thence East, parallel to the North right-of-way line of Highway # 138, a distance of 50 feet, thence South, parallel to the East right-of-way line of County Road 29, a distance of 100 feet, thence West, along the North right-of-way line of Highway # 138, a distance of 50 feet, back to the point of beginning. It is the intent of this description to describe a tract of land that lies adjacent and contiguous to Highway # 138 right-of-way on the South and County Road 29 right-of-way on the West.

said facilities and equipment being described as follows: Ovid Town Border Station

The said Grantors hereby grant to the said Grantee the free and uninterrupted use of the surface of the ground, together with free ingress, egress and regress to and from the same for its agents, employees, workmen, and representatives as by whom it shall be necessary or convenient at all times and seasons; together with the right to reconstruct, repair, and replace said facilities and equipment (with the same or different size facilities and equipment, whether larger or smaller) and the right to remove same. Upon abandonment of said tract of land for the purposes herein stated, Grantee agrees to remove said facilities and equipment and restore said tract of land to as near original condition as is practicable.

TO HAVE AND TO HOLD all and singular the rights, easements, and privileges aforesaid unto the said Grantee, its successors and assigns, forever.

WITNESS THE EXECUTION HEREOF this 21<sup>st</sup> day of April, 2003.

X \_\_\_\_\_  
Robert Beckman  
X Robert Childress  
Robert Childress

X \_\_\_\_\_  
Carol Lohrman  
X Lavonne Childress  
Lavonne Childress

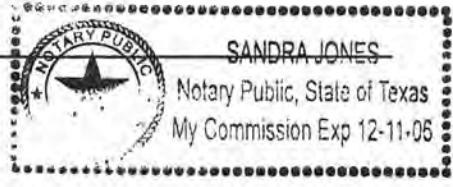


STATE OF Texas )  
COUNTY OF Callahan )

Before me, the undersigned authority, on this day personally appeared Robert Childress & Lavonne Childress known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of April, 2003.

My Commission Expires:



Sandra Jones  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2003.

My Commission Expires:

\_\_\_\_\_

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



189730

# FACILITIES EASEMENT

That, Robert Beckman, a married man dealing in his sole and separate property, whose address is 2642 S. Kline Circle, Lakewood, Colorado 80227, Robert Childress and Lavonne Childress, husband and wife, whose address is 11028 C.R. 452, Cross Plains, Texas 76443 and Carol Lohrman, a widow, whose address is P.O. Box 534, Elkhorn, Nebraska 68022 hereinafter collectively called the Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to us in hand paid by Kinder Morgan, Inc., a Kansas corporation, 370 Van Gordon, P.O. Box 281304, Lakewood, Colorado 80228 - 8304, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey, unto the said Grantee, its successors and assigns, the easement and right to erect, install, construct, operate, and maintain the hereinafter described facilities and equipment and all appurtenances thereto, necessary or convenient to Grantee in the use of said facilities and equipment upon that certain tract of land situated, and described as follows, to wit:

TOWNSHIP 11 NORTH – RANGE 45 WEST, 6<sup>th</sup> P.M.

SECTION 4: A fifty (50') foot by one hundred (100') foot tract of land located in the NW/4 more fully described as follows: Beginning at a point located approximately 80 feet North and 33 feet East of the Southwest Corner of said NW/4, thence North, along the East right-of-way line of County Road 29, a distance of 100 feet, thence East, parallel to the North right-of-way line of Highway # 138, a distance of 50 feet, thence South, parallel to the East right-of-way line of County Road 29, a distance of 100 feet, thence West, along the North right-of-way line of Highway # 138, a distance of 50 feet, back to the point of beginning. It is the intent of this description to describe a tract of land that lies adjacent and contiguous to Highway # 138 right-of-way on the South and County Road 29 right-of-way on the West.

said facilities and equipment being described as follows: **Ovid Town Border Station**

The said Grantors hereby grant to the said Grantee the free and uninterrupted use of the surface of the ground, together with free ingress, egress and regress to and from the same for its agents, employees, workmen, and representatives as by whom it shall be necessary or convenient at all times and seasons; together with the right to reconstruct, repair, and replace said facilities and equipment (with the same or different size facilities and equipment, whether larger or smaller) and the right to remove same. Upon abandonment of said tract of land for the purposes herein stated, Grantee agrees to remove said facilities and equipment and restore said tract of land to as near original condition as is practicable.

TO HAVE AND TO HOLD all and singular the rights, easements, and privileges aforesaid unto the said Grantee, its successors and assigns, forever.

WITNESS THE EXECUTION HEREOF this 18 day of April, 2003.

X \_\_\_\_\_  
Robert Beckman

X Carol Lohrman  
Carol Lohrman

X \_\_\_\_\_  
Robert Childress

X \_\_\_\_\_  
Lavonne Childress

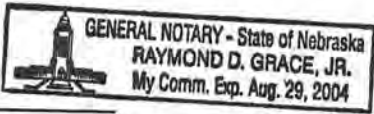


STATE OF Nebraska )  
  )  
COUNTY OF Polk  )

Before me, the undersigned authority, on this day personally appeared Carl Lottman  
known to me to be the person(s)  
whose names are subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed  
the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April, 2003.

My Commission Expires:  
Aug 29, 2004



[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person(s)  
whose names are subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed  
the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2003.

My Commission Expires:  
\_\_\_\_\_

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



189731

# FACILITIES EASEMENT

That, Robert Beckman, a married man dealing in his sole and separate property, whose address is 2642 S. Kline Circle, Lakewood, Colorado 80227, Robert Childress and Lavonne Childress, husband and wife, whose address is 11028 C.R. 452, Cross Plains, Texas 76443 and Carol Lohrman, a widow, whose address is P.O. Box 534, Elkhorn, Nebraska 68022 hereinafter collectively called the Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to us in hand paid by Kinder Morgan, Inc., a Kansas corporation, 370 Van Gordon, P.O. Box 281304, Lakewood, Colorado 80228 - 8304, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey, unto the said Grantee, its successors and assigns, the easement and right to erect, install, construct, operate, and maintain the hereinafter described facilities and equipment and all appurtenances thereto, necessary or convenient to Grantee in the use of said facilities and equipment upon that certain tract of land situated, and described as follows, to wit:

TOWNSHIP 11 NORTH - RANGE 45 WEST, 6<sup>th</sup> P.M.

SECTION 4: A fifty (50') foot by one hundred (100') foot tract of land located in the NW/4 more fully described as follows: Beginning at a point located approximately 80 feet North and 33 feet East of the Southwest Corner of said NW/4, thence North, along the East right-of-way line of County Road 29, a distance of 100 feet, thence East, parallel to the North right-of-way line of Highway # 138, a distance of 50 feet, thence South, parallel to the East right-of-way line of County Road 29, a distance of 100 feet, thence West, along the North right-of-way line of Highway # 138, a distance of 50 feet, back to the point of beginning. It is the intent of this description to describe a tract of land that lies adjacent and contiguous to Highway # 138 right-of-way on the South and County Road 29 right-of-way on the West.

said facilities and equipment being described as follows: **Ovid Town Border Station**

The said Grantors hereby grant to the said Grantee the free and uninterrupted use of the surface of the ground, together with free ingress, egress and regress to and from the same for its agents, employees, workmen, and representatives as by whom it shall be necessary or convenient at all times and seasons; together with the right to reconstruct, repair, and replace said facilities and equipment (with the same or different size facilities and equipment, whether larger or smaller) and the right to remove same. Upon abandonment of said tract of land for the purposes herein stated, Grantee agrees to remove said facilities and equipment and restore said tract of land to as near original condition as is practicable.

TO HAVE AND TO HOLD all and singular the rights, easements, and privileges aforesaid unto the said Grantee, its successors and assigns, forever.

WITNESS THE EXECUTION HEREOF this 18<sup>th</sup> day of April, 2003.

X   
Robert Beckman

X \_\_\_\_\_  
Carol Lohrman

X \_\_\_\_\_  
Robert Childress

X \_\_\_\_\_  
Lavonne Childress



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STATE OF Colorado )  
COUNTY OF Jefferson )

Before me, the undersigned authority, on this day personally appeared Robert T. Beckman known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of April, 2003.

My Commission Expires:

Feb. 2, 2005

Jane Russick-Smith  
Notary Public



JANE RUSSICK-SMITH  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires Feb. 2, 2005

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

**BIDDER APPROVAL REQUEST**

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

I \_\_\_\_\_, request approval to bid on Beckman 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 Beckman Land Auction Due Diligence Packet, Printed November 21, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin December 8, 2022 @ 8 am and will “soft close” December 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.
6. Will you be using a 1031 Exchange? \_\_\_\_\_

Bidder(s) requesting approval:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_