DETAIL BROCHURE
ABE ELLIFF, LLC
DRYLAND AUCTION
PRINTED: October 5, 2022

Bidding Opens: October 18, 2022, 8 am MT Bidding Closes: October 18, 2022, 12 noon MT

ABE ELLIFF, LLC DRYLAND AUCTION

Logan & Yuma Counties, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Bidding Opens: October 18, 2022, 8 am MT Bidding Closes: October 18, 2022, 12 noon MT

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



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

TABLE OF CONTENTS

TERMS AND CONDITIONS	
LOCATION MAP	3
PARCEL #1—PLAT MAP & INFORMATION	4-5
PARCEL #2—PLAT MAP & INFORMATION	6-7
PARCEL #3—PLAT MAP & INFORMATION	
PARCEL #4—PLAT MAP & INFORMATION	
PARCEL #5—PLAT MAP & INFORMATION	
PARCEL #6—PLAT MAP & INFORMATION	14-15
SOILS MAPS	16-21
CONTRACT TO BUY & SELL REAL ESTATE (LAND)	22-42
BROKER DISCLOSURE	
BIDDER APPROVAL REQUEST	45
TITLE COMMITMENT—PARCEL #1	46-112
TITLE COMMITMENT—PARCEL #2	113-133
TITLE COMMITMENT—PARCEL #3	
TITLE COMMITMENT—PARCEL #4	
TITLE COMMITMENT—PARCEL #5	
TITLE COMMITMENT—PARCEL #6	188-199

TERMS AND CONDITIONS OF SALE

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

OVERVIEW: ABE Elliff, LLC is offering their 1,118± acres for sale in SE Logan and NW Yuma Counties in Northeast Colorado. Offered in 6 parcels ranging in size from 160± acres to 320± acres. 2023 crop season possession. All owned mineral rights to Buyer(s). Opportunity to add to your current operation and/or purchase land as a hedge against inflation.

ONLINE BIDDING PROCEDURE: The ABE Elliff, LLC Property will be offered for sale in 6 parcels. BIDDING WILL BE ONLINE ONLY. Bidding will begin @ 8:00 am MT on October 18, 2022. The auction will "soft close" @ 12:00 noon, MT on October 18, 2022. Bidding remains open on all parcels as long as there is continued 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 and click on the ABE Elliff, LLC Dryland Auction property page to register to bid
- 2. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
- 3. If you have questions regarding the bidding process and/or registration, call Reck Agri Realty & Auction at 970-522-7770.

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

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

SALE TERMS/PROCEDURE: The "ABE ELLIFF, LLC DRYLAND AUCTION" is an online only auction with RESERVE. The ABE Elliff, LLC property to be offered as a 6 parcels. Competitive bids will determine the outcome of the auction. Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

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

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before November 18, 2022. Closing to be conducted by Northeast Colorado Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within detail brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and addi-

tions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the detail brochure and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

POSSESSION: Possession of farmland upon closing subject to existing lease for 2022 crop season. Farmland is available to farm for the 2023 crop season.

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

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

REAL ESTATE TAXES: 2022 real estate taxes due in 2023, to be paid by Seller. Real estate taxes due for 2023 and thereafter to be paid by the Buyer(s).

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

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

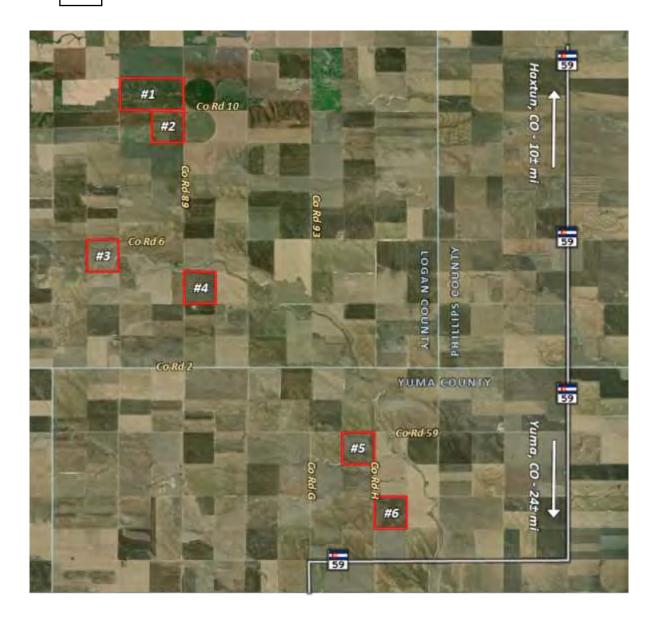
NOXIOUS WEEDS: There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc). The location of and the density of noxious weeds is unknown at this time.

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

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. Property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Reck Agri Realty & Auction does not offer broker participation for the "ABE ELLIFF, LLC DRYLAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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LOCATION MAP





PARCEL #1 - PLAT MAP



PARCEL #1 PROPERTY INFORMATION

LEGAL S1/2 Section 8, Township 6 North, Range 48 West of the 6th PM, Lo-

DESCRIPTION: gan County, CO.

See Pages 46-112 for legal description, title commitment, and title

exceptions.

ACREAGE: 289.5± Acres Dryland

30.5± Acres Grass/Roads

320.0± Total Acres

LAND TENURE: Soils consist of Class III w/ smaller areas of Class IV.

See Soils Map on Page 16.

TAXES: 2021 real estate taxes payable in 2022 are: \$1,048.74

FSA bases: 96.50 ac wheat w/35 bu PLC yield, and 40.09 ac corn

INFORMATION: w/95 bu PLC yield.

COMMENTS: Currently in wheat stubble.

STARTING BID: \$275,000



PARCEL #2 - PLAT MAP



PARCEL #2 PROPERTY INFORMATION

LEGAL NE1/4 Section 17, Township 6 North, Range 48 West of the 6th PM,

DESCRIPTION: Logan County, CO,

See Pages 113-133 for legal description, title commitment, and title

exceptions.

ACREAGE: 90.2± Acres Dryland

68.8± Acres Grass/Roads

159.0± Total Acres

LAND TENURE: Soils consist of primarily Class III.

See Soils Map on Page 17.

TAXES: 2021 real estate taxes payable in 2022 are: \$363.62

FSA bases: 30.08 ac wheat w/ 35 bu PLC yield, and 12.50 ac corn

INFORMATION: w/95 bu PLC yield.

COMMENTS: Currently in wheat stubble.

STARTING BID: \$150,000



PARCEL #3 - PLAT MAP



PARCEL #3 PROPERTY INFORMATION

LEGAL NE1/4 Section 30, Township 6 North, Range 48 West of the 6th PM,

DESCRIPTION: Logan County, CO.

See Pages 134-166 for legal description, title commitment, and title

exceptions.

ACREAGE: 129.3± Acres Dryland

29.7± Acres Grass/Roads

159.0± Total Acres

LAND TENURE: Soils consist of primarily Class II w/ smaller areas of Class IV.

See Soils Map on Page 18.

TAXES: 2021 real estate taxes payable in 2022 are: \$457.18

FSA bases: 43.10 ac wheat w/ 35 bu PLC yield, and 17.90 ac corn

INFORMATION: w/95 bu PLC yield.

COMMENTS: Currently in wheat stubble.

STARTING BID: \$125,000

PARCEL #4 - PLAT MAP





PARCEL #4 PROPERTY INFORMATION

LEGAL SW1/4 Section 28, Township 6 North, Range 48 West of the 6th PM,

DESCRIPTION: Logan County, CO.

See Pages 167-178 for legal description, title commitment, and title

exceptions.

ACREAGE: 158.6± Acres Dryland

1.4± Acres Grass/Roads

160.0± Total Acres

LAND TENURE: Soils consist of primarily Class IV w/ smaller areas of Class III.

See Soils Map on Page 19.

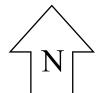
TAXES: 2021 real estate taxes payable in 2022 are: \$564.08

FSA bases: 52.88 ac wheat w/ 35 bu PLC yield, and 21.97 ac corn w/

INFORMATION: 95 bu PLC yield.

COMMENTS: Planted to milo for 2022.

STARTING BID: \$150,000



PARCEL #5 - PLAT MAP



PARCEL #5 PROPERTY INFORMATION

LEGAL NE1/4 of Section 11, Township 5 North, Range 48 West of the 6th PM,

DESCRIPTION: Yuma County, CO.

See Pages 179-187 for legal description, title commitment, and title

exceptions.

ACREAGE: 157.8± Acres Dryland

2.2± Acres

160.0± Total Acres

LAND TENURE: Soils consist of primarily of Class III w/ smaller areas of Class IV.

See Soils Map on Page 20.

TAXES: 2021 real estate taxes payable in 2022 are: \$471.30

FSA bases: 52.59 ac wheat w/ 35 bu PLC yield, and 21.85 ac corn w/

INFORMATION: 95 bu PLC yield.

COMMENTS: Planted to milo for 2022.

STARTING BID: \$155,000



PARCEL #6 - PLAT MAP



PARCEL #6 PROPERTY INFORMATION

LEGAL DESCRIPTION:

NW1/4 of Section 13, Township 5 North, Range 48 West of the 6th

PM, Yuma County, CO.

See Pages 188-199 for legal description, title commitment, and title

exceptions.

ACREAGE: 156.3± Acres Dryland

3.7± Acres Grass/Roads

160.0± Total Acres

LAND TENURE: Soils consist of Class III w/ smaller areas of Class IV & VI.

See Soils Map on Page 21.

TAXES: 2021 real estate taxes payable in 2022 are: \$471.30

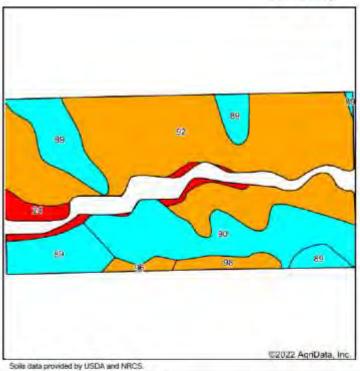
FSA INFOR- FSA bases: 52.10 ac wheat w/ 35 bu PLC yield, and 21.64 ac corn

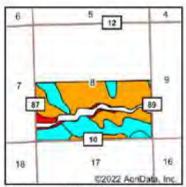
MATION: w/95 bu PLC yield.

COMMENTS: Planted to milo for 2022.

STARTING BID: \$160,000







State: Colorado
County: Logan
Location: 8-6N-48W
Township: Fleming
Acres: 289.48
Date: 10/5/2022

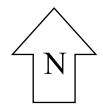


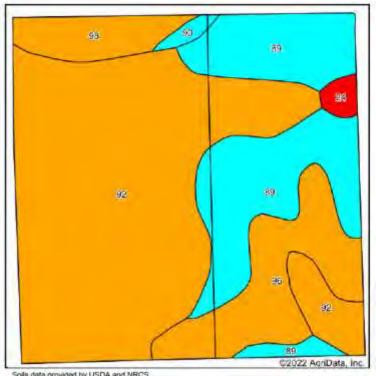


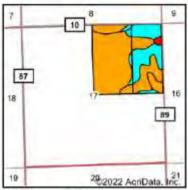
Soils data provided by USDA and NRCS.

Area Sumbol: COB75, Soil Area Version: 1

Code	Soil Description	Acres	Contraction of the Contraction	Non-irr Class Legend	Non-in Class	Wheat Bu	*n NCCPI Com	'n NCCPI Small Grains
92	Rago loam, 0 to 3 percent slopes	157.12	54.3%		ills		26	29
90	Platner loam, 3 to 5 percent slopes	55.56	19.2%		I/e		16	.21
69	Platner loam, 0 to 3 percent slopes	53.13	16.4%		i/s		13	19
24	Dix-Altvan complex, 10 to 30 percent slopes	12.73	4.4%		Vłs		6	- 11
98	Rosebud-Escabosa-liff complex, D to 3 percent slopes	7.08	2.4%)fic	24	16	20
96	Rosebud-Escabiosa loams, 3 to 5 percent elopes	3.86	1.3%		Itic	20	15	18
				Weighted Average	3.51	0.9	*n.20.4	'n 24.5





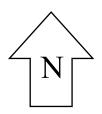


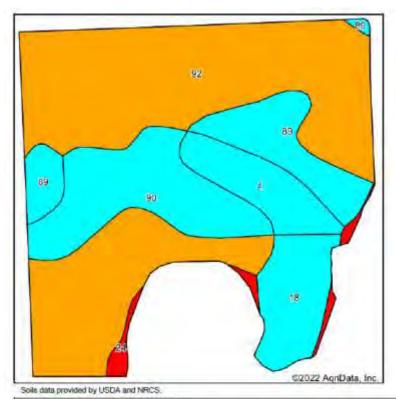
Colorado State: County: Logan Location: 17-6N-48W Fleming Township: Acres: 158.62 Date: 10/5/2022

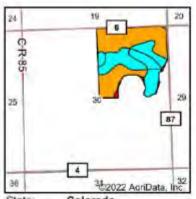


Solle data provided by USDA and NRCS.

Area !	Symbol: CO075, Soll Area Version: 16							
Code	Soil Description	Acres	Percent of field	Non-irr Class Legend	Non-Irr Class	Wheat Bu	*n NCCPt Com	*n NCCPI Small Grains
92	Rago loam, 0 to 3 percent slopes	87.48	55.2%		illa		26	29
89	Platner loam, 0 to 3 percent slopes	38.51	24.3%		l/s		13	19
96	Rosebud-Escabosa loams, 3 to 5 percent slopes	21.07	13.3%		llic	20	15	18
98	Rosebud-Escabosa-liff complex, 0 to 3 percent slopes	8.57	5.4%		Hic	24	16	20
24	Dix-Altvan complex, 10 to 30 percent slopes	1.72	1.1%		Vis		6	- 11
90	Platner loam, 3 to 5 percent slopes	1.27	0.8%		IVe		16	21
				Weighted Average	3.28	- 4	'n 20.5	'n 24.4







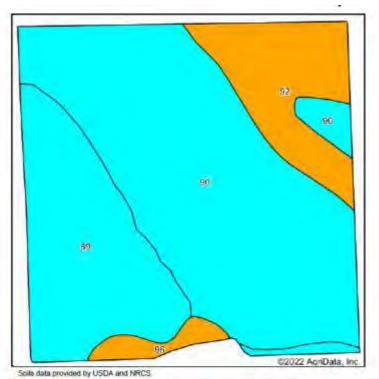
State: Colorado
County Logan
Location 30-6N-48W
Township Fleming
Acres: 129.33
Date: 10/5/2022

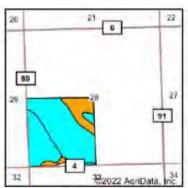




Code	Soil Description	Acres	Percent of	Non-irr Class	Non-Irr	Grain sorghum	Wheat	Winter wheat	N MECEL	In NCCPF Small
Code	Son Deseripation	MARCO	field	Legend	Class	Bu	Bu	Bu	Com	Grains
92	Rago loam, 0 to 3 percent slopes	72.36	55.9%		(Bp		-		26	29
90	Platner loam, 3 to 5 percent slopes	20.32	15.7%		T/e				16	21
89	Platner loam, 0 to 3 percent slopes	14.21	11.0%		IVe				13	19
18	Chappell sandy loam	10.68	6.3%		IVs	-	17		14	18
4	Altvan-Eckley sandy loams, 3 to 5 percent slopes	9,43	7,3%		IVe	33		25	15	20
24	Dix-Altvan complex, 10 to 30 percent slopes	2.33	1,8%		Vis				6	11
			W	eighted Average	3.48	2.4	1.4	1.8	*n 20.6	'n 24.0







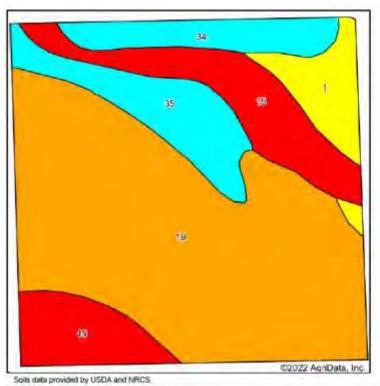
Colorado State: County: Logan Location. 28-6N-48W Township: Fleming Acres: 158.62 10/5/2022 Date

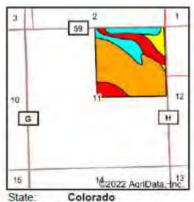




Area :	Symbol: CO075, Soil Area Version: 16							
Code	Soil Description	Acres	Percent of field	Non-irr Class Legend	Non-In Class	Wheat Bu	to NGCPI Com	*n NCCPI Small Grains
90	Platner loam, 3 to 5 percent slopes	90.46	57.0%		IVe		16	21
89	Platner loam, 0 to 3 percent slopes	41.68	26 3%		Ws		13	19
92	Rago loam, 0 to 3 percent slopes	22.61	14.3%		lis		26	29
96	Rosebud-Escabosa loams, 3 to 5 percent slopes	3,87	2.4%		the	20	15	18
				Weighted Average	3.83	0,5	'n 16.6	'n 21.5





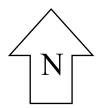


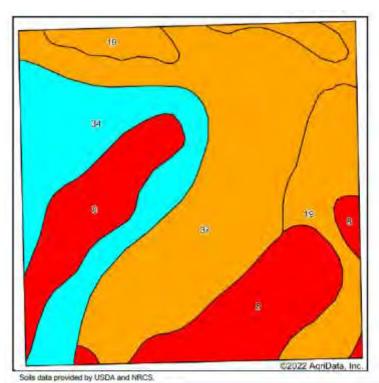
State: Colorado
County: Yuma
Location: 11-5N-48W
Township: Yuma
Acres: 157.78

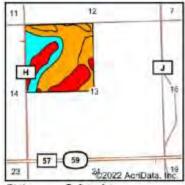
Date: 10/5/2022



Area:	Symbol: CO125, Soil Area Version: 22							
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Winter wheat Bu	*n NCCPI Com	*n NCCPI Small Grains
19	Haxtun sandy losm, 0 to 3 percent alopes	90.16	57.2%		Hic		22	25
15	Eckley gravelly sandy loam, 3 to 7 percent slopes	30.43	19.3%		Vle		7	15
35	Platner loam, 0 to 3 percent slopes	16.18	10.3%		TVs		13	.19
34	Platner sandy loam, 3 to 5 percent slopes	10.93	6.9%		IVe		11	18
1	Albinas loam	10.06	8.4%		liw	30	19	25
				Weighted Average	3.69	1.9	'n 17.2	*n 22







State: Colorado
County: Yuma
Location: 13-5N-48W
Township: Yuma
Acres: 156.3
Date: 10/5/2022



Area :	Symbol: CO125, Soll Area Versio	n. 22								
Code	Soil Description	Acres	Percent of field	Non-irr Class Legend	Non-lir Class	Dry pinto beans Libs	Sunflowers Lbs	Wheat Bu	*n NCCPI Com	*n NCCPI Small Grains
37	Rago loans, 0 to 3 percent slopes	60.76	38.9%		Illa				26	29
8	Canyon-Dioxice complex, 1 to 9 percent slopes	38.66	24.7%		Ms				11	13
34	Platner sandy loam, 3 to 5 percent slopes	32.24	20.6%		IVe				-15	18
19	Haxtun sandy loam, 0 to 3 percent slopes	24,64	15.8%		Me	720	810	32	22	25
			W	reighted Average	3.95	113.5	127.7	5	'n 18.6	'n 22.1

CONTRACT TO BUY & SELL REAL ESTATE (LAND)

1 2	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (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.
	CONTRACT TO DIV AND CELL DEAL ESTATE
7	CONTRACT TO BUY AND SELL REAL ESTATE
8	(LAND)
9	(Property with No Residences)
10	(☐ Property with Residences-Residential Addendum Attached)
11	
12	Date: October 18, 2022
13	AGREEMENT
14	1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set
15	forth in this contract (Contract).
16	2. PARTIES AND PROPERTY.
17	2.1. Buyer. Successful Bidder at ABE Elliff, LLC Dryland Auction (Buyer) will take title
18	to the Property described below as _ Joint Tenants _ Tenants In Common _ Other
19	2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.
20	2.3. Seller. Seller Name (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 Logan, Yuma, Colorado
23	(insert legal description):
24	Legal Description of Parcel as described in ABE Elliff, LLC Dryland Auction Detail Brochure Printed:
25	October 5, 2022.
26	
27	
28	
29 30	
31	known as: n/a
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	 Inclusions. The Purchase Price includes the following items (Inclusions): Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price
36 37	unless excluded under Exclusions:
38	
39	As stated in ABE Elliff, LLC Dryland Auction Detail Brochure Printed: October 5, 2022.
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	443 B 1B 40 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
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 52	2.5.4. Leased I tems. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased I tems):
52	ar-cooning (Leaseumenns).
53	

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Page 1 of 20

55		
56 57	2.6.	Exclusions. The following items are excluded (Exclusions):
58 59		
60		
61 62		
63	2.7.	Water Rights, Well Rights, Water and Sewer Taps.
54 55		2.7.1. Deeded Water Rights. The following legally described water rights:
66		
67 68		Any deeded water rights will be conveyed by a good and sufficient deed at Closing.
69		2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
70 71	2.7.4. and 2	2.7.5., will be transferred to Buyer at Closing:
72		
73 74		
7 4 75		
76		2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if
77 78		be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, t, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
79		olorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
80		
	6	of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
		with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
82		with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
81 82 83 84		
82 83 84 85		with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
82 83 84 85 86		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:
82 83 84 85 86 87	connection	with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
82 83 84 85 86 87 88	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
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82 83 84 85 86 87 88 89 90	conveyed a	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
82 83 84 85 86 87 88 89 90 91 92 93	conveyed a	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining to be paid, if any, time and other restrictions for transfer and use of the taps.
82 83 84 85 86 87 88 89 90 91 92 93	conveyed a If any wate the amount	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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),
82 83 84 85 86 87 88 89 90 92 93 94 995—	conveyed a If any wate the amount § 2.7.3. (W	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), fell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights resecuting the applicable legal instrument at Closing.
82 883 884 885 886 887 888 990 991 992 993 994 995—	conveyed a If any wate the amount to Buyer by	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), tell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights rescenting 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
82 83 84 85 86 87 88 89	conveyed a If any wate the amount to Buyer by	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), fell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights resecuting the applicable legal instrument at Closing.
82 83 84 85 886 887 888 990 991 993 995— 996 997 998	conveyed a If any wate the amount to Buyer by Rights is ur	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), tell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights resecuting 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 as a statisfactory to Buyer on or before the Water Rights Examination Deadline.
82 883 84 85 886 887 990 991 992 993 994 995— 998 999 000	conveyed a If any wate the amount to Buyer by Rights is ur	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), tell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights resecuting 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 as a statisfactory to Buyer on or before the Water Rights Examination Deadline.
82 83 84 85 86 87 88 89 90 91 92 93 94 995—	conveyed a If any wate the amount of Buyer by Rights is ur 2.8.	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 as part of the Purchase Price as follows: er or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of tremaining 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), tell Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights resecuting 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 as a statisfactory to Buyer on or before the Water Rights Examination Deadline.

3.1. Dates and Deadlines.

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

45 46 47	§ 27 § 27	Acceptance Deadline Date Acceptance Deadline Time	
46	§ 27	Acceptance Deadline Date	
1 45		1 1 00000010H 1 HHC	į –
	§ 17 § 17	Possession Time	
43	§ 12 § 17	Possession Date	
43	§ 12	Closing Date	
42	8 1 1	Closing and Possession	
41	§ 11 § 11	Estoppel Statements Deadline Estoppel Statements Termination Deadline	
<i>A</i> 1	¢ 1 1	Addendum attached) Estoppel Statements Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential	
39	§ 10	Conditional Sale Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
33	§ 10	Property Insurance Termination Deadline	
32	§ 10	Inspection Resolution Deadline	
31	§ 10	Inspection Objection Deadline	
30	§ 10	Inspection Termination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
28	§ 2	Water Rights Examination Deadline	
		Inspection and Due Diligence	
27	§ 9	New ILC or New Survey Resolution Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
25	§ 9	New ILC or New Survey Deadline	
		Survey	
24	§ 6	Appraisal Resolution Deadline	
23	§ 6	Appraisal Objection Deadline	
22	§ 6	Appraisal Deadline	
		Appraisal	
21	§ 4	Seller or Private Financing Deadline	
20	§ 5	Loan Transfer Approval Deadline	
19	§ 5	Existing Loan Termination Deadline	
18	§ 5	Existing Loan Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
16	§ 5	Buyer's Credit Information Deadline	
15	§ 5	New Loan Availability Deadline	
14	§ 5	New Loan Terms Deadline	
13	§ 5	New Loan Application Deadline	
		Loan and Credit	
		Addendum attached)	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential	
11	§ 10	Seller's Property Disclosure Deadline	
		Seller's Disclosures	
10	§ 7	Association Documents Termination Deadline	
9	§ 7	Association Documents Deadline	
		Owners' Association	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
7	§ 8	Title Resolution Deadline	
6	§ 8	Off-Record Title Objection Deadline	
5	§ 8	Off-Record Title Deadline	

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

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.

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

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

- 3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.
- 3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.
- 3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

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

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

- **4.3.1.** Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.
- 4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
- 4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 152	4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer"				
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, \(\subseteq \text{Does \subseteq Does Not} \) 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 \$ perincluding 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				
173 179	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 \(\sqrt{\text{on or before Loan Transfer Approval Deadline} \) 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				
190 191	Private Financing Deadline.				
192	4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon				
192 193	Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,				
193 194	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.				
193 196	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.				
199	of 111vate 1 manering beautifie, it such series of private inflationing is not satisfactory to buyer, in buyer 3 sole subjective discretion.				
200	TRANSACTION PROVISIONS				
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.				

- **5.2.1.** New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.
- 5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the New Loan Availability Deadline if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
- 5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before Disapproval of Buyer's Credit Information Deadline.
- 5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS. Omitted as inapplicable.

- 6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
- **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.
- **6.2.1.** Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:
 - **6.2.1.1.** Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
- 6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
- 6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of Appraisal Resolution Deadline).
- 6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

or

- 6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.
- 7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest
 Communities and subject to one or more declarations (Association).
 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON
 - 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
 - 7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.
 - 7.3. Association Documents. Association documents (Association Documents) consist of the following:
 - 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;
 - 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
 - 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);
 - 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;
 - 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);
 - 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.
 - 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing

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

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

- 8.1. Evidence of Record Title. See Detail Brochure

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

 - Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).
 - **8.1.4.** Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).
 - **8.1.5.** Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.
 - 8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.
 - 8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.
 - 8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

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

- 8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
- 8.5. Tax Certificate. A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before Record Title Objection Deadline. Should Buyer receive the Tax Certificate after Record Title Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.
- **8.6.** Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.
- 8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:
- 8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or
- **8.7.2.** Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.
- **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.
- 8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

- 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO 437 438 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND 439 RECORDER. 440
 - OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.
 - 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS, THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.
 - 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.
- 451 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.**

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- New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate (New ILC); or, (2) 454 New Survey in the form of ; is required and the following will apply: 455 9.1.1. Ordering of New ILC or New Survey.

 Seller Buyer will order the New ILC or New Survey. The 456
 - New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.
 - 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: Seller Buyer or:
 - 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before New **ILC or New Survey Deadline.**
 - 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.
 - Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.
 - New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:
 - Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or 9.3.1.
 - New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.
 - New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

- 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.
 - 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.
 - Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

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

- 10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:
- 10.3.1. Inspection Termination. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or
- 10.3.2. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.
- 10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of Inspection Resolution Deadline). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.
- 10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.
- 10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.
 - 10.6. Due Diligence.

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- 10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:
- 10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

		10.6.1.2.	Leased Ite	ms Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be		
	transferred to Ruyer			deliver copies of the leases and information pertaining to the personal pro perty to		
	Buyer on or before Due Diligence Documents Delivery Deadline . Buyer Will Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).					
10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumber pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any of documents creating the encumbrance to Buyer on or before Due Diligence Documents Delivery Deadline . Buyer Will Wot assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).						
	of the following:	10.6.1.4.	Other Docum	nents. If the respective box is checked, Seller agrees to additionally deliver copies		
	-		10.6.1.4.1.	All contracts relating to the operation, maintenance and management of the		
	Property;		10 6 1 4 2	Duamanty tay hills fourths last		

551	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 repor	ts; and permanent Certificates of Occupancy, to the
553	553 extent now available;	
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557		provement work Seller is obligated to complete but
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559		ning to the Property and copies of any claims which
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561		gineering reports or data pertaining to the Property (if
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563		mentation and reports regarding Phase I and II
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566	•	such reports are in Seller's possession or known to
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568		ities Act reports, studies or surveys concerning the
569	569 compliance of the Property with said Act;	
570		her building or use authorizations issued by any
571		of any violation of any such permits, licenses or use
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609	Right to Terminate under § 24.1., on or before Environmental Inspection Te	Finding to the extended of 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
616	the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sales
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 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]
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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;
	11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
644	11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
645	demising the premises it describes.
646	11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed
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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.
	12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions. Are Not executed with
662 663	this Contract.
nní	INIX I DUITACE

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).
670	12 TRANSFER OF TITLE California David data and a distribution of the Cartain Laboration and the cartain and th
672	13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
673 674	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.
694 695	15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
695	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 Deller Done-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.
706 707	such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller 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
718 719	amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign 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
117	person for purposes of c.s. meome wavefor. If the ook in this section is not enceked, seriel represents that seriel is not a foreign

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. See Exhibit A or Detail Brochure

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

16.1.1. Taxes. Personal property taxes, if any, special taxing	district assessments, if any, and general real estate taxes
for the year of Closing, based on Taxes for the Calendar Year Imme	diately Preceding Closing Most Recent Mill Levy
and Most Recent Assessed Valuation, Other	· · · · · · · · · · · · · · · · · · ·
16.1.2 Rents Rents based on Rents Actually Received	d Accrued At Closing Seller will transfer or credit

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

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

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

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

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1. As stated in the ABE Elliff, LLC Dryland Auction Detail Brochure Printed: October 5, 2022.

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

GENERAL PROVISIONS

- 18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
- 18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss 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 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to 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 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.
- 18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

- replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or be fore Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a creditat Closing for the repair or replacement of such Inclusion or Service. Such c redit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.
- 18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.
- 18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
 - 18.5. Home Warranty. [Intentionally Deleted]
- 18.6. Risk of Loss Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be bome 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 the growing crops.
- 19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.
- **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
 - 20.1. If Buyer is in Default:

- **20.1.1.** Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.
- 20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may 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 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
 - 20.2. If Seller is in Default:
- **20.2.1.** Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.
- **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.
- 21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
- **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties 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
- and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire 832
- 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
- party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a 834
- lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This 835
- Section will not alter any date in this Contract, unless otherwise agreed. 836
- 23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest 837
- Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding 838
- the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective 839
- 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
- Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time 845
- of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the 846 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract. 847
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24. TERMINATION.

- 24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory 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.
- 25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified 856 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining 857 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms 858 859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. 860
- Any successor to a party receives the predecessor's benefits and obligations of this Contract. 861

26. NOTICE, DELIVERY AND CHOICE OF LAW.

- 26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).
- 26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or
- 26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.
- 26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with 874 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property 875 876 located in Colorado.
- 877 27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and
- Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before 878
- Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and 879

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties. 881 28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited 882 to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, 883 Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due 884 Diligence and Source of Water. 885 ADDITIONAL PROVISIONS AND ATTACHMENTS 886 29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate 887 Commission.) 888 889 890 891 892 893 894 895 896 897 898 899 30. OTHER DOCUMENTS. 900 30.1. Documents Part of Contract. The following documents are a part of this Contract: 901 902 903 904 30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract: 905 906 907 908 **SIGNATURES** 909 910 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 Seller's Signature Date Date

Phone No.: Fax No.: Email Address:	Phone Fax No Email	
	CONTRACT TO BUY AND	
ENDO	CONTRACT TO BUT AND	SELL REAL ESTATE
BROKER'S	ACKNOWLEDGMENTS AND C	COMPENSATION DISCLOSURE.
A. Broker Working With	Buyer	
Money Holder and, except as Terminate or other written no mutual instructions. Such relea written mutual instructions, pr	provided in § 23, if the Earnest Money has tice of termination, Earnest Money Holder ase of Earnest Money will be made within fi ovided the Earnest Money check has cleare	
Broker is working with Buyer	as a Buyer's Agent Transaction-	Broker in this transaction.
Customer. Broker has no	brokerage relationship with Buyer. See § E	3 for Broker's brokerage relationship with Seller.
Brokerage Firm's compensation	n or commission is to be paid by 🔲 Listing	g Brokerage Firm 🗌 Buyer 🗌 Other
compensation. Any compensation. Brokerage Firm's Name:	tion agreement between the brokerage firm	
compensation. Any compensation.	tion agreement between the brokerage firm	ns must be entered into separately and apart from this
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compensation. Any compensation. Brokerage Firm's Name: Brokerage Firm's License#: Broker's Name: Broker's License#: Address: Phone No.: Fax No.: Email Address: B. Broker Working with States and States are seen as a second	Broker's Signature Geller	ns must be entered into separately and apart from this

Broker is working with Seller	as a 🔲 Seller's Agent 🔲 Transaction-Bro	oker in this transaction.
Customer. Broker has no	brokerage relationship with Seller. See § A f	or Broker's brokerage relationship with Buyer.
Brokerage Firm's compensation	on or commission is to be paid by Seller	☐ Buyer ☐ Other
		losure purposes only and does NOT create any claim fo must be entered into separately and apart from this
Brokerage Firm's Name:		
Brokerage Firm's License#:		
Broker's Name: Broker's License#:		
DIOREI SLICEIISE#.		
	Broker's Signature	Date
Address:		
Phone No.:		
Fax No.:		
Email Address:		

EXHIBIT A

- 31-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and ended October 18, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 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 ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 2022 the ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 2022, shall control.
- 31-2.) 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.
- 31-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 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 ABE Elliff, LLC Dryland Auction Detail Brochure Printed October 5, 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.
- 31-4.) 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.
- 31-5.) 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 likekind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.
- 31-6.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

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.

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

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.

by Buyer.

CHECK ONE BOX ONLY:	
	gent \square seller's transaction-broker and Buyer is a customer. Broker intends to a property \square Prepare and Convey written offers, counteroffers and agreements \underline{t} the agent or transaction-broker of Buyer.
agent or seller's transaction-broker, Buye	Transaction-Brokerage for Other Properties. When Broker is the seller's is a customer. When Broker is not the seller's agent or seller's transactioning Buyer in the transaction. Broker is <u>not</u> the agent of Buyer.
☐ Transaction-Brokerage Only. Brothe agent of Buyer.	er is a transaction-broker assisting the Buyer in the transaction. Broker is not
	uyer's confidential information to the supervising broker or designee for the ch supervising broker or designee does not further disclose such information ation to the detriment of Buyer.
	VICE COSTS. Buyer acknowledges that costs, quality, and extent of service viders (e.g., attorneys, lenders, inspectors and title companies).
THIS IS NOT A CONTRACT. IT IS BR	KER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.
If this is a residential transaction, the follow	ng provision applies:
	istered sex offender is a matter of concern to Buyer, Buyer understands that ficials regarding obtaining such information.
BUYER ACKNOWLEDGMENT:	
Buyer acknowledges receipt of this docume	t on
Buyer	Buyer
BROKER ACKNOWLEDGMENT:	
On, E	oker provided(Buyer) with
this document via	and retained a copy for Broker's records.
Brokerage Firm's Name:	
Broker	

BIDDER APPROVAL REQUEST

		Date:
I	, request ap	proval to bid on ABE Elliff, LLC Dryland Land
Auction ar	nd participate in Online Only Auctic	on to sell this property. In order to bid and
participate	e in the Online Only Auction, I agre	e and acknowledge the following:
1.	I have read the ABE Elliff, LLC D	ryland Land Auction Detail Brochure, Printed
	October 5, 2022, and agree to the	e terms and conditions of the Online Only Auction.
2.	The auction is to begin October 1	8, 2022 @ 8 am and will "soft close" October 18,
	2022 @ 12 noon. Bidding will con	tinue 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	f the parcels. Bidders may bid on any and/or all
	parcels at any time before bidding	g closes.
3.	With the close of the auction, if I a	am the successful bidder, I accept the title
	commitment and will sign the con	tract 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	on.
4.	With this request I have provided	Reck Agri Realty & Auction the following: 1.)
	Verification of available funds to p	ourchase the property; and/or 2.) Bank loan
	approval letter with no contingend	cies.
5.	Reck Agri Realty & Auction reserved	ves the right to refuse registration to bid and/or bids
	from any bidder. Bidding increme	nts are at the discretion of the Broker.
6.	Will you be using a 1031 Exchanç	ge?
Bidder(s)	requesting approval:	Signature:
Approved		
Reck Agri	Realty & Auction	
Marc Rec	k	

© 45

PARCEL #1-TITLE COMMITMENT

SCHEDULE A

File No: **223202**

Page 1

1.	Com	mitment Date: September 19, 20	022, U7:00 am	
2.	Polic	y (or Policies) to be issued:		POLICY AMOUNT
	(a)	ALTA OWNER'S POLICY Proposed Insured:		
	(b)	ALTA LOAN POLICY Proposed Insured:		
		Proposed Borrower:		
	(c)	Proposed Insured:		
3.		imple interest in the land describ Elliff, LLC, a Colorado limited		rned, at the Commitment Date, by
4.	The la	and referred to in the Commitmen	t is described as follows:	
		ship 6 North, Range 48 West, 6 on 8: SE1/4	th P.M., Logan County, Co	<u>olorado</u>
		on 8: SW1/4		
	Proper	rty Address: S1/2 8-6-48, Logan	County, CO	
		Premiums		
		e Determined Commitment ional Parcel	\$300.00 \$100.00	
	Auull			
			\$400.00	

Countersigned Northeast Colorado Title Company, LLC

Зу

Authorized Signature

File No: 223202

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: September 19, 2022, 07:00am

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

- 1. 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 acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
- 7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 8. Reservations, if any, as stated in The United States of America patent no. 9784 dated March 5, 1891. (SE1/4)
- 9. Reservations, if any, as stated in The United States of America patent recorded May 8, 1985 in <u>Book 21 at Page</u> 432. (SW1/4)
- 10. Excepting and reserving unto The Federal Farm Mortgage Corporation, its successors and assigns, an undivided one half of all oil, gas and other minerals and mineral rights in, upon and under the said premises as stated in Corporation Special Warranty Deed filed March 9, 1955 as Torrens Document No. 7488 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 11. Transfer unto the United States of America, to be administered by the Secretary of the Interior, all right, title and interest as it may own in the minerals, in or under the described land as stated in Quitclaim Deed recorded October 17, 1957 in Book 495 at Page 546, Reception No. 401225 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 12. Excepting and reserving unto Arthur K. Wheeler as personal representative(s) of the Estate of Betty L. Wheeler also known as Betty L. Wheeler, Deceased, 1/2 of all oil, gas and other minerals grantor may own in and under the said premises for a period of 10 years from the date hereof and for so long thereafter as production may continue in paying quantities as stated in Personal Representative Deed filed September 23, 1980 as Torrens Document No. 11994 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)

File No: 223202

- 13. Transfer unto Arthur K. Wheeler an undivided 1/4 interest in and to all of the oil, gas and other minerals in and under and as may be produced for a period of 10 years from and after April 9, 1980, and for so long thereafter as oil, gas, and/or minerals may be produced therefrom in paying quantities, to wit as stated in Deed of Distribution by Personal Representative filed December 21, 1981 as Torrens Document No. 12259 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 14. Saving Excepting and reserving unto Ida Mae Wisdom and Donald M. Wisdom an undivided one-half (1/2) interest in and to all oil, gas and other minerals lying in, on and under described property, and which are presently owned by them, for a period of ten (10) years from and after October 22, 1984, and for so long thereafter as there shall continue to be production of the same; and upon the expiration of the 10-year period or the cessation of production of production, said reserved mineral interest shall thereupon pass to and become the property of Grantees herein; also, together with the means of ingress and egress for the purpose of exploring for, mining, and producing said mineral rights; as stated in Warranty Deed filed October 22, 1984 as Torrens Document No. 12781 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 15. Reserving and retaining to Edward Schachterle and Leland E. Schachterle and from the conveyance hereunder one-half (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the said premises shall occur by December 19, 1988, then this reservation and retention shall expire and merge in the free title as stated in Warranty Deed filed October 26, 1987 as Torrens Document No. 13183 and recorded October 26, 1987 in Book 822 at Page 469, Reception No. 580121 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SE1/4)
- Easement granted to Public Service Company of Colorado filed February 12, 1992 as <u>Torrens Document No.</u> <u>13593</u> of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 17. Easements, rights of way and/or encroachments as shown on <u>Survey Plat File No. 124.2</u> recorded June 17, 1992 of the Logan County, Colorado records. (SW1/4)
- 18. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in <u>Book 925 at Page 430</u> of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
- 19. Option and Transmission Easement between John E. Elliff, LLC, a Colorado limited liability Company and Niyol Wind, LLC, a Delaware limited liability company recorded January 6, 2021 in Book 1041 at Page 229, Reception No. 753046; Notice of Exercise of Option recorded February 9, 2021 in Book 1041 at Page 833, Reception No. 753650 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4)
- 20. Taxes and assessments for the year 2022 a lien but not yet due and payable.

File No: 223202

Pursuant to CRS 10-11-122, NOTICE IS HEREBY GIVEN THAT: (A) The subject property may be located in a special taxing district. **NOTE:**

- (B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or County Treasurer's authorized agent.
- (C) Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

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THE UNITED STATES OF AMERICA,

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CORPORATION SPECIAL WARRANTY DEED

FEDERAL FARM MORTGAGE CORPORATION

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Forty-eight (48) West of the Sixth (6th Principal Meridian, Logan County, Coloredo.

Southwest Quarter (SWL) of Section Eight (8), Townshir Six (6) North, Range

3-69415 Torrens Document No. 7488 Filed Mar. 9, 1955, at 2:50P. M.

CORPORATION SPECIAL WARRANTY DEED

THIS INDENTURE. Made this

day of

September

A. D. 19 45 , between

the FEDERAL FARM MORTGAGE CORPORATION, a corporation, organized and existing under the laws of the United States, whose principal office is located in the District of Columbia, and with a branch office in the City of Wichita, Kansas, party of the first

T. E. BREEZELY

Dailey

in the State of

Colorado

, part(y-les) of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

7th

ONE THOUSAND ONE HUNDRED and No/100 (\$1100.00) - - - - - -

DOLLARS.

to it in hand paid by said part(y-ies) of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said part(y-ies) of the second part, heirs, successors and assigns, forever, its title to and interest in the following described real estate

situated in the County of

and State of

Colorado

, to-wit:

The Southwest Quarter (SW4) of Section Eight (8), Township Six (6) North, Range Fortyeight (48) West of the Sixth Principal Meridian, Logan County, Colorado, according to the United States Government Survey and the record title thereof on record in the office of the County Clerk and Recorder in and for said Logan County;

Subject to any unreleased oil and gas leases of record;

Subject to any existing right of ways for highways or ditches;

Subject to any reservations or exceptions in patent, if any;

Excepting and reserving unto party of the first part, its successors and assigns, an undivided one half of all oil, gas and other minerals and mineral rights in, upon and under said real estate;

Subject to taxes, assessments and any and all other charges levied or assessed against said real estate for the year 1941, and subsequent years.

TO HAVE AND TO HOLD The same, together with all and singular the title and interest of party of the first part in and to the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is the lawful owner of the interest hereby conveyed in the above described premises; and that it will warrant and defend the same unto the part(y-ies) of the second part, his successors, and assigns, forever, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever lawfully claiming through, by or under it, them, or either of them.

WITNESS the signature of the Federal Farm Mortgage Corporation, a corporation, by The Federal Land Bank of Wichita, a corporation, Wichita, Kansas, its agent and attorney in fact, under and by virtue of that certain power of attorney which is recorded in Book 301 , at Page 551 of the records of said County, signed by the duly authorized officers of said Bank and its corporate seal impressed the day and year first above written.

FEDERAL FARM MORTGAGE CORPORATION, a corporation,

BY THE FEDERAL LAND BANK OF WICHITA, a corporation, Wichita, Kansas, Its Agent and Attorney in Fact,

120

FPMC-Z-563

(C)

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ATTEST:

John W. Coleman

R. H. Jones

Vice President

Secretary

(ACKNOWLEDGMENT)

STATE OF KANSAS
COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public in and for said County and State, on this

7th

day of September . 19 45, personally appeared R. H. Johes
to me personally known and known to me to be the identical person who, as Vice-President of The Federal Lank Bank of Wichita, subscribed the names of The Federal Land Bank of Wichita, a corporation, Wichita, Kansas, as agent and attorney in fact, and the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument, and he, being by me sworn, did say that he is such officer and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney in fact therefor, all by authority of the Board of Directors of said Bank, and he acknowledged to me that the foregoing instrument was executed by him as his free and voluntary act and deed and as the several free and voluntary acts and deed and as the several free and voluntary acts and deed and as ation, all for the uses and purposes set forth and specified therein.

"Hittage my hand and seal the day and year last above written.

Bethry Por

Porter

55

November 25.

8:00

Donnell Lowrence, Recorder

J-69415

BOOK 495 PAGE 546

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the Federal Farm Mortgage Corporation, established by the Federal Farm Mortgage Corporation Act of January 31, 1934 (48 Stat. 344; 12 U.S.C. 1020-1020h), and acting in accordance with the policy expressed in Public Law 760; 81st Congress, approved September 6, 1950 (64 Stat. 769, 7 U.S.C. 1033-1039) (hereinafter referred to as Grantor), hereby quitclaims, transfers, grants and conveys to the United States of America (hereinafter referred to as Grantee), to be administered by the Secretary of the Interior, all such right, title and interest as it may own in the minerals in or under the tract(s) of land in the County of Logan and State of Colorado, described as follows:

> The Southwest Quarter (SW4) of SectionEight (8), Township Six (6) North, Range Forty-eight (48) West of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the above described mineral interests unto the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and the seal of said Corporation to be hereunto affixed the 19th day of September 19 57.

FEDERAL FARM MORTGAGE CORPORATION,

a corporation,

Paul Buser.

ATTEST:

Assistant Secretary

Vice President

STATE OF KANSAS

SS.

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of September , 19 57, personally appeared Paul Buser to me personally known and known to me to be the identical person who subscribed the name of the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument as its Vice President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

My commission expires.

Hazlewood,

MORTGAGE CORPORATION

DATES OF AMERICA

o'clock A .M., rument was filed for rdedgin Book 49v

State of Colorado | County of Logan | I hereby certify that this instrument for record in my office, at 2:20 crolock PM. 9-23 1980 and le duly recorded in book 20 , page no. 2.7 LTitle no. 57/25

STATE OF COLORADO, SS.

Ó

CERTIFICATE OF TAXES DUE

i, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or inredeemed tax sales, as appears of record in this office, on the following property, to-wit:

Southwest Quarter (SWt) Section Eight (8), Township Six (6) North, Range Forty-eight (48) West of the Sixth Principal Meridian.

Surface Rights Only. This certification does not apply to special asso Assessed to: Betty Lou Wheeler

4.79 TAXES \$ 220-38 (Peid)

WITIVESS WHERECH: I have set my hand and seal at Sterling, Colorado this 5th

February

A. D. 19<u>80</u>.

esurer of Logen County, Colored

Ordered by David O. Colver, Attorney-At-Law

Torrens Doc. No. 1199h. Filed Sept. 23, 1980 at 2:20 P. M. PERSONAL REPRESENTATIVE DEED

This deed made by ARTHUR K. WHEELER

as personal representative(s) of the

Estate of Betty L. Wheeler also known as Betty L. Wheeler,
Deceased, Grantor(s) to

JAY D. WISDOM and CYNTHIA S. WISDOM

, Grantee(s),

whose address is Route 1 - Haxtun, Colorado 80731

Whereas; Grantor (whether one or more) is the qualified personal representative, Probate No. 79PR17, Phillips County, Colorado District Court, and

Therefore, for the consideration of \$ 50,000.00----in hand paid, Grantor sells and conveys to Grantee (whether one or more) finx joint * the following real property in Logan County, Colorado, to wit:

The Southwest Quarter (SW_4^1) of Section Eight (8), Township Six (6) North, Range Forty-eight (48) West of the Sixth Principal Meridian, Logan County, Colorado, according to the United States Government Survey and the record title thereof on record in the office of the County Clerk and Recorder in and for said Logan County. EXCEPT reservations as stated in Doc. #7488 and EXCEPTING AND RESERVING unto grantor $\frac{1}{2}$ of all oil, gas and other minerals grantor may own in and under said land for a period of 10 years from date hereof and for so long thereafter as production may continue in paying quantities.

with all appurtenances, subject to existing mineral exceptions, reservations and leases, if any, to rights of way and easements of record, if any, and to general property taxes for 1980 and thereafter.

Dated: April 9, 1980.

As Personal Representative(s) as above Arthur k. Wheeler

As surviving spouse, signature hereon being consent to this conveyance.

Arthur k. Wheeler

STATE OF COLORADO

SS.

County of Phillips

The foregoing instrument was acknowledged before me this 9th day of A6701, 1980, by Arthur K. Wheeler as surviving spouse of said decedent and by Arthur K. Wheeler as personal representative(s) of the said decedent, with said decedent having been a married person at the time of death. Witness my hand and official seal.

, Notary Public.

David O. Colver

IN THE DISTRICT COURT IN AND FOR

THE COUNTY OF PHILLIPS AND STATE OF COLORADO

Probate No. 79 PR 17

FILED IN DISTRICT COURT, PHILLIPS COUNTY, COLO,

JUL 24 1979

ANN E. BIRD, CLERK

IN THE MATTER OF THE ESTATE OF BETTY L. WHEELER, also known as, Betty Lou Wheeler,

LETTERS OF ADMINISTRATION

(Deceased)(Protected x Rerecox) (Winter)(Procepted that ed x Rerecox) x x

TO THE PEOPLE OF THE STATE OF COLORADO

To all to whom these presents shall come -- GREETING:

WHEREAS, on the 24th day of July , 19 79 ,

Arthur K. Wheeler was duly appointed or qualified as the personal representative

- (x) of the estate of the above named (Deceased) (Protested person)x
- () of the above named (Minor)(Incapacitated Person)
 by this Court or its Registrar, with all the authority thereto
 pertaining;

NOW, THEREFORE, these letters of administration are issued as evidence of such appointment or qualification and authority.

WITHES my signature and the seal of this Court, this

1/10/11

STATE OF COLORADO

SEAU;

County of Phillips

88

I, Ann E. Bird , Clerk of the District Court of said County, certify that this document is a correct copy of the original on file in my office, and that the letters issued the above-appointed person have not been revoked, annulled, or set aside, and are still in full force and effect.

Dated: Sed

, Clerk of Said Court.

__, Deputy.

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United States
Certificate Discharging
Property Subject to
Estate Tax Lien

Decedent's First Name and	f Middle Initial	Decedent's Last Name
Betty L.		Wheeler
Decedent's Social Security	Number	Date of Death July 12, 1979
Domicile at Time of Death Haxtun, Philli	ps County, Colorado	
10		
NAME OF APPLICANT	- Arthur K. Whee c/o David O. C	

I certify that the estate tax for the estate of the decedent named above has been fully paid or otherwise provided for. This certificate discharges the property described below from the lien of the United States imposed by section 6324 of the Internal Revenue Code.

SW4 of Section 8, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

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	^	·	Title			0	610
SIGNATURE OF		Niklbachler	/				
CERTIFYING		· M · J · V · · · · ·				that the process are a	
OFFICIAL	G. L. M	ihlbachler	on Alleria	District	Director		5/13/80
District or Office							
DISCIPLIAN DITTO							

Denver

DR 1055 (REV. 1/79)

STATE OF COLORADO

BOOK 747 PAGE 634

DEPARTMENT OF REVENUE
INHERITANCE TAX DIVISION

RELEASE OF INHERITANCE TAX LIEN

Estate of	Betty Lou Wheeler aka Betty L. Wheeler
Date of Death	July 12, 1979
to preserve the lie described real est the authority ves	the Executive Director, Department of Revenue, that it is not necessary on granted by the Colorado inheritance tax law against the hereinafter ate, in which the above named decedent had an interest, by virtue of ted in me under the provisions of Sec. 39-23-156, CRS 1973, I do hereby and discharge the inheritance tax lien against the following described real
NE⅓ Sec 14,	T7N, R48W of the 6th P.M., Logan County, Colo.
NE¼ & S⅓ Se	c 2, T6N, R48W of 6th P.M., Logan County, Co.
SE% Sec 3,	T6N, R48W of 6th P.M., Logan County, Colo.
SWk Sec 8,	T6N, R48W of 6th P.M., Logan County, Colo.
NW% Sec 26,	T8N, R48W of 6th P.M., Logan County, Colo.
SE¼ Sec 34,	T8N, R48W of 6th P.M., Logan County, Colo.

Dated at Denver, Colorado,

Jan. 22 1980 Melan & Hulley Director

Inheritance & Gift Tax Division

NOTE: THIS RELEASE MUST BE RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY IN WHICH THE PROPERTY IS SITUATE.

IN THE DISTRICT COURT IN AND FOR

THIS DOCUMENT
WAS FILED IN DISTRICT COURT
LOGAN COUNTY, COLO.
SEPT. 23, 1986
EUL'A MAE GREEN, CLERK

THE COUNTY OF LOGAN AND STATE OF COLORADO

No.<u>151</u>

IN	THE	MATTER	OF	THE	APPLICATION	OF)	
) * ORDER	IN SUBSEQUENT
	J	OHN E.	BI	ECKE	R)	
						es es) PROCE	EDINGS.
TO	REG	ISTER L	AND	HERE	INAFTER DESC	RIBED.	}	

Now on this <u>23²⁹</u> day of Sept., 1980, the Court having considered the verified petition filed herein by Arthur K. Wheeler and finding that the matters set forth therein are true, it is ORDERED:

That the Logan County Registrar of Titles shall cancel Certificate of Title No. 4589 and issue a new Certificate of Title to the lands described in said petition to JAY D. WISDOM and CYNTHIA S. WISDOM, provided however, said Registrar shall be first furnished the following documents and proper fees of her office, to wit:

- a. Properly executed deed from the personal representative of the estate of Betty L. Wheeler aka Betty Lou Wheeler conveying the interest of said decedent to said Jay D. Wisdom and Cynthia S. Wisdom, et ux, as above.
- b. Certified copy of "Letters" issued by the Clerk of the Phillips County District Court showing that as of the date of aforesaid deed said Arthur K. Wheeler (the personal representative as above) was the duly acting and qualified P.R. of said estate.
- c. Release of Colorado Inheritance Tax lien for said real property as issued in the estate of Betty L. Wheeler aka Betty Lou Wheeler and federal estate tax release.

d. Owner's Duplicate Certificate of Ownership No. 4589.

That notice of this hearing is not required by statute and is dispensed with.

By the Court:

Call. Obsnew District Judge

DISTRICT COURT OF LOGAN COUNTY, COLORADO

Certified to be a full, true and correct copy of the original in my custody.

EULA MAE GREEN. Clerk of the District Court

Dorock & Cultimat

CCUNTY.

SR Deputy Clerk

©

Swy 8- 6- 48

STATE OF COLORADO, ss.

CERTIFICATE OF TAXES DUE

I, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:

Mineral Interests of Betty Lou Wheeler do not appear on the Logan County tax roll.

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Except	19_80_TAXES \$_NONE	' 5			

Law Offices of David O. Colver

Ordered by_

Torrens Doc. No. 12259. Filed Dec. 21, 1981 at 8:00 A. M.

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE (Intestate Estate)

This deed made by ARTHUR K. WHEELER, as the personal representative of the Estate of BETTY L. WHEELER also known as BETTY LOU WHEELER, Deceased, Grantor to ARTHUR K. WHEELER, individually, Grantee, whose address is Haxtun, Colorado, 80731;

WHEREAS, the aforesaid decedent died intestate at Denver, Colorado, on July 12, 1979; and

WHEREAS, Grantor was duly appointed personal representative of the said estate by the District Court in and for the County of Phillips and State of Colorado, Probate No. 79-PR-17, on July 24, 1979, and is now duly acting and qualified in such capacity; and

WHEREAS, the Grantee is determined to be the person entitled to distribution of the hereinafter described real property, and the Grantor is authorized and directed to distribute the same to the said Grantee;

NOW THEREFORE, pursuant to the powers conferred upon grantor by Article 12, Section 711 and 907 of the Colorado Probate Code, Grantor hereby sells and conveys, assigns, releases and transfers to the Grantee the following real property located in Logan County, Colorado, to wit:

An undivided 1 interest in and to all of the oil, gas and other minerals in and under and as may be produced for a period of 10 years from and after April 9, 1980, and for so long thereafter as oil, gas, and/or minerals may be produced therefrom in paying quantities, to wit: The Southwest 1 of Section 8, Township 6 North, Range 48 West of the 6th P.M.

with all appurtenances, subject to general property taxes for 1980 and thereafter.

Dated: December 1, 1981.	
A. H. VAIR color	00
Arthur K. Wheeler - Pers	sonal Representative
arthur K	While
Surviving spouse, signatu	ure hereon being consent to this conveyance.
STATE OF COLORADO	?
County of Phillips) 88.
The foregoing instrument	was acknowledged before me this lst day of

The foregoing instrument was acknowledged before me this lst day of December, by ARTHUR K. WHEELER as surviving spouse of said decedent and by ARTHUR K. WHEELER as personal representative of the said decedent, with said decedent having been a married person at the time of death. Witness my hand and official seal. My commission expires: June 25, 1984.

Notary Public 131 W. Emerson St. Holyoke, CO 80734



IN THE DISTRICT COURT IN AND FOR

THE COUNTY OF PHILLIPS AND STATE OF COLORADO

Probate No. 79 PR 17

FILED IN DISTRICT COURT PHILLIPS COUNTY, COLO.

JUL 24 1979

ANN E. BIRD, CLERK

IN THE MATTER OF THE ESTATE OF BETTY L. WHEELER, also known as, Betty Lou Wheeler,

LETTERS OF ADMINISTRATION

(Deceased) (**Protected : Reve**ous k Material Language of the Control of

TO THE PEOPLE OF THE STATE OF COLORADO

To all to whom these presents shall come -- GREETING:

WHEREAS, on the 24th day of July , 19 79 Arthur K. Wheeler was duly appointed or qualified as the personal representative

- (x) of the estate of the above named (Deceased) (Protected person)x
- () of the above named (Minor) (Incapacitated Person) by this Court or its Registrar, with all the authority thereto pertaining;

NOW. THEREFORE. these letters of administration are issued as evidence of such appointment or qualification and authority.

"WITTESS, my signature and the seal of this Court, this July 19 79 SEA

STATE OF COLORADO County of Phillips

I, Ann E. Bird , Clerk of the District Court of said County, certify that this document is a correct copy of the original on file in my office, and that the letters issued the above-appointed person have not been revoked, annulled, or set aside, and are still in full force and effect.

Dated: 12-1-8/ , Clerk of Said Court. , Deputy.

Program Barrier

Accom Co. Conc. Dys., 546807 BENEN, UT 84408 8:00 DOWN A Phyllis Dollerschell Janen Graddock Court

LETTERS 626(C) 627(C) BOOK 757 PAGE 316

SOCIAL SECURITY NO.

ACCEPTANCE OF ESTATE TAX RETURN (NOT A BILL FOR TAX DUE)

ARTHUR K WHEELER BETTY L WHEELER ESTATE

NUTXAH **

co 80731

7-20-81

DATE OF DEATH JULY 12, 1979

PERSON TO CONTACT JUNE CARVER

TELEPHONE NUMBER 801-626-3168 (not toll free) dln 84506091500000

Dear Taxpayer

Our computation of the Federal tax liability for the above estate is shown at the Lottom of this letter. It does not include any Interest that may be charged.

if you have made a request for discharge of personal liability under Section 2204 of the internal Revenue Code, proof of request and payment of tax will discharge you from personal liability for the tax and any deficiency which may later be found due.

This letter and proof of payment, such as cancelled checks or receipts, will establish that your personal liability for the tax has

This letter is evidence that the Federal tax return for the estaty as either been accepted as filed or has been accepted after an adjustment to which you have agreed. You should keep this letter as a permanent record. Your attorney may need it to close probate proceedings for the estate.

This is not a formal closing agreement under Section 7121 of the Internal Revenue Code. We will not reopen this case, however, unless the enclosed Revenue Procedure 74-5 applies.

Sincerely yours,

Director, Service Center

funtative tax. .\$49,374.96 Aggregate gift taxes payable.....s.00 Unified credit...... ar ostete tex

1980 /6.3

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County of Logan ss. 545827

I hereby certify that this is a true copy of the original instrument filed for record in my office 7-20 19 8/ at 8'00 o'clock & M and is duly recorded in book 757, page 3/6-3/7

Recorder

Unite School Deputy

540421 9-23-80
P. Phyllis Dollerschell
Pactor Chadded 9-23-80

STATE OF COLORADO

DEPARTMENT OF REVENUE INHERITANCE TAX DIVISION

BOOK 747 PAGE 634

RELEASE OF INHERITANCE TAX LIEN

Estate of	Betty Lou Wheeler aka Betty L. Wheeler
	July 12, 1979
described real estate the authority vested forever release and c estate, to-wit:	ranted by the Colorado inheritance tax law against the pereinalise, in which the above named decedent had an interest by virtue of in me under the provisions of Sec. 39-23-156, CRS 1973, I to hereby discharge the inheritance tax lien against the following described real
NE¼ Sec 14, T	7N, R48W of the 6th P.M., Logan County, Colo.
SE ¹ 4 Sec 3, T61 SW ¹ 4 Sec 8, T61 NW ¹ 4 Sec 26, T9	2, T6N, R48W of 6th P.M., Logan County, Co. N, R48W of 6th P.M., Logan County, Colo. N, R48W of 6th P.M., Logan County, Colo. SN, R48W of 6th P.M., Logan County, Colo. N, R48W of 6th P.M., Logan County, Colo. N, R48W of 6th P.M., Logan County, Colo.
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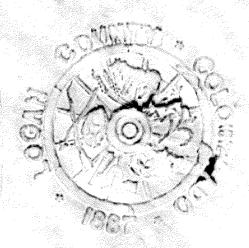
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NOTE: THIS RELEASE MUST BE RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY IN WHICH THE PROPERTY IS SITUATE.

County of Logan ss. 59042/
I hereby certify that this is a true copy of the original instrument filed for record in my office 9-23 1950 at 2/20 o'clock M and is duly recorded in book 747, page 639

Recorder

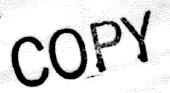


FILED IN DISTRICT COURT LOGAN COUNTY, COLO.

DEC 1 8 1981

EULA MAE GREEN

CLERK



DISTRICT COURT, COUNTY OF LOGAN STATE OF COLORADO Case No. 151

ORDER IN SUBSEQUENT PROCEEDINGS

IN THE MATTER OF THE APPLICATION OF

John E. Becker,

TO REGISTER LAND HEREINAFTER DESCRIBED.

NOW on this 15° day of December, 1981, the Court having considered the verified petition filed herein by Arthur K. Wheeler, and being fully advised in the premises, doth find:

- 1. That notice hereof is not required or ordered.
- 2. That the estate of Betty L. Wheeler aka Betty Lou Wheeler, has been fully administered and that a certified copy of the Supplemental Order to the Amended Estate Closing Order from that proceeding has been filed with this Court pursuant to 1973 CRS 38-36-177.
- 3. That all death taxes have been paid to the federal and state governments and the Release of the Colorado Inheritance Tax Lien has been heretofore memorialized in the Logan County Torrens system.

WHEREFORE, IT IS ORDERED:

- That the Logan County Registrar of Titles shall cancel Certificate of Title No. M-5186 and issue a new Certificate of Title to the lands described in said petition to ARTHUR K. WHEELER, provided however, said Registrar shall be first furnished the following documents and the proper fees of her office, to wit:
 - a) Properly executed deed of distribution from the referenced estate to the above named grantees.
 - b) Certified copy of Letters from the referenced probate proceeding establishing the authority of the P.R.
 - c) Federal Estate Tax Closing Letter with proof of payment and a Release of the Colorado inheritance tax lien.
 - d) Certificate from the Logan County Treasurer establishing that general property taxes for the current year on the subject land are paid in full.

e) Owner'	's Duplicate	Certificate of Ownership	No. M-5186.
DISTRICT COURT OF LOGAN COUNTY,	COLORADO		

wenter 11/1981 Certilied to La a 1 1/ true and correct copy of the original in ind custury.

EULA MAE GREEN, Clerk of the District Court

BY THE COURT:

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5W4 8-6-48

STATE OF COLORADO, County of Logan,

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CERTIFICATE OF TAXES DUE

1, the undersigned County Treasurer in and for said County, do hereby certify that there are no unpaid taxes, or unredeemed tax sales, as appears of record in this office, on the following property, to-wit:

Southwest Quarter (SW%) Section Eight (8), Township Six (6) North, Range Forty-eight (48) West of the Sixth Principa! Meridian.

This certificate does not apply to special assessments not collected by this office. Surface Rights Only.

Assessed to: Ida Mae Wisdom

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IN WITNESS WHEREOF, I have set my hand and seal at Sterling, Colorado this... A. D. 19_84 19_83_TAXES \$ 289.93 (Paid) October

Leilara F. Hald

Deputy

(SEAL)

Ordered by Federal Land Bank

(C)

Charlene Craddock

State Documentary Fee

Torrens

IDA MAE WISDOM and DONALD M. WISDOM, her Husband,

whose address is Rt. 1, Haxtun, CO

County of Logan

, State of

, for the consideration of Colorado TEN AND NO/100 - -_ _ _ _ _ _ _ _ _ _ _ _ dollars, in hand paid, hereby selbest and conveyes to

WISDOM and CYNTHIA S. WISDOM, Husband and Wife, in joint tenancy with right of survivorship,

whose legal address is Rt. 1, Haxtun, CO 80731

County of

Logan

, and State of Colorado

the following real property in the

County of Logan , and State of Colorado, to wit:

The Southwest Quarter (SW%) of Section Eight (8), Township Six (6) North, Range Forty-eight (48) West of the Sixth Principal Meridian Logan County, Colorado, according to the United States Government Survey and the record title thereof on record in the office of the County Clerk and Recorder in and for said Logan County, SAVING, EXCEPTING AND RESERVING, However, unto Grantors an undivided one-half (%) interest in and to all oil, gas and other minerals lying in, on and under the above-described property, and which are presently owned by them, for a period of ten (10) years from and after October 22, 1984, and for so long thereafter as there shall continue to be production of the same; and upon the expiration of said 10-year period or the cessation of production, said reserved mineral interest shall thereupon pass to and become the property of Grantees herein; also, together with the means of ingress and egress for the purpose of exploring for, mining, and producing said mineral interest;

also known as street and number

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1984, payable in 1985, and all subsequent taxes; rights and liabilities by reason of inclusion in special districts as of record; reservations that may be contained in the U.S. Patent; oil, gas and mineral reservations and conveyances, if any, and oil and gas leases, if any.

Signed this

22nd

ss.

Donald M. Visdom, Husband

STATE OF COLORADO,

County of Logan

The foregoing instrument was acknowledged before me this 22nd , 1984, by IDA MAE WISDOM and DONALD M. WISDOM,

Husband and Wife.

day of October

My commission expires 8-17-85 Witness my hand and official seal.

Mywo of Muller 329 St

Stenling, CO 80751

No. 897. Warranty Deed—Short Form Bradford Publishing, 5825 W. 6th Ave., Lakewood, CO 80214 -- (303) 233-6909

10 a2 (2.0

County of Logan I hereby certify that this instrument was filed for record in my office, at 3:20 o'clock! M.

10-26 1987 and is duly recorded in book 22, page no. 68 Title no. 5688 Lathy Colerate Popular Donut

Э.

STATE OF COLORADO CERTIFICATE OF TAXES DUE
For Tax Year 1986

Certificate No

142

Printed 10/26/87

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

160.00

TAX DISTRICT 201

SCHEDULE NUMBER

7628000 R

Legal Description of Property: Acres:

EXCEPTIONS:

SE1/4

08-06-48

Taxes	\$200.10 Amount	Paid \$2	00.10 Amount Due	\$.00
			Interest Due	.00
			Other Due '	•00
	TAYES FOR YEAR 19	RA ARE PAIN IN	FILL Total Now Dug	\$ 00

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Personal Property, Oil, Gas or Mineral Rights, or Special Assessments, which may or may not, be located on the Property described above, unless specifically listed and described.

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of my office, this 26TH day of OCTOBER A.D. 1987

Assessed Owner:
SCHACHTERLE, EDWARD & LELAND E
C/O WISDOM, DONALD M. & IDA
HAXTUN CD 80731

LOGAN COUNTY TREASURER

(SEAL

Ordered by:

Haxtun Community Bank

By V.S.

WARRANTY DEED (JOINT TENANTS)

KNOW ALL MEN BY THESE PRESENTS, that EDWARD SCHACHTERLE, of the County of Logan, State of Colorado, and LELAND E. SCHACHTERLE, of the County of Los Alamos, State of New Mexico, for the consideration of One Dollar and other good and valuable consideration in hand paid, hereby sell and convey to DONALD M. WISDOM and IDA MAE WISDOM, whose address is Route 1. Box 58 _____, Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

> The Northeast Quarter (NE 1/4) of Section Seventeen (17) in Township Six (6) North of Range Forty-eight (48) West of the Sixth (6th) Principal Meridian, Colorado, containing one hundred sixty (160) acres; and

> The Southeast Quarter (SE 1/4) of Section Eight (8) Township Six (6) North of Range Forty-eight (48) West of the 6th P.M. situated in Logan County, State of Colorado.

Reserving and retaining to grantors and from the conveyance hereunder onehalf (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the aforesaid real estate shall occur by __ December 19, occur by December 19, 1988, then this reservation and retention shall expire and merge in the fee title;

With all its appurtenances, and warrant the title to the same, subject to existing oil and mineral lease.

Signed and delivered this 27 day of October 1978.

> A single person _(SEAL) chaolil LELAND E. SCHACHTERLE Husband

M. Sepachterle (SEAL)

LeoramSchachterle

STATE OF COLORADO) ss.	
COUNTY OF Agast)	
The foregoing instrument was acknowledged before me	
this 27 day of October, 1978, by Edward	
Schachterle, a single person.	
Witness my hand and official seal.	
Louise M. Brekel	
Notary Public	
My commission expires: ☐ NOTARY PUBLIC	
STATE OF COLORADO W My Commission expires Jan. 22, 1980	
STATE OF Words	
COUNTY OF Joques ss.	
The foregoing instrument was acknowledged before me	
this 21th day of <u>Notober 1918</u> , by Leland E. Schachterle.	•
Husband of Leora M. Schachterle Witness my hand and official seal.	
Louise M. Brekel	
Notary Public	
My commission expires: LOUISE M. BREKEL	
STATE OF COLORADO My Commission expires Jan. 22, 1980	
STATE OF Colorado	
COUNTY OF Logou SS.	
The foregoing instrument was acknowledged before me	
this 1st day of Doc. 1978, by Leona M. Schachterle, wife o	f
Leland Schachterle. Witness my hand and official seal.	
Louise M. Brekel	
Notary Public	
	~~~~
STATE OF STA	
My Commission or COLORADO	
My Cammission expires Jan. 22, 19	180

County of Logan I hereby certify that this instrument was filed for record in my office, at 3:20 o'clock M.

10-26 1987 and is duly recorded in book 22, page no. 68 Title no. 5688 Lathy Colerate Popular Donut

В. STATE OF COLORADO

CERTIFICATE OF TAXES DUE For Tax Year 1986

Certificate No

Printed 10/26/87

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160.00

TAX DISTRICT 201

SCHEDULE NUMBER

7628000 R

Legal Description of Property: Acres:

EXCEPTIONS:

SE1/4

08-06-48

\$200.10 Amount Paid \$200.10 Amount Due Taxes \$.00 Interest Due .00 Other Due .00 Total Now Due TAXES FOR YEAR 1986 ARE PAID IN FULL \$.00

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Personal Property, Oil, Gas or Mineral Rights, or Special Assessments, which may or may not, be located on the Property described above, unless specifically listed and described.

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of my office, this 26TH day of OCTOBER

Assessed Owner: SCHACHTERLE, EDWARD & LELAND E

C/O WISDOM, DONALD M. & IDA

HAXTUN CO 80731

LOGAN COUNTY TREASURER

Ordered by:

Haxtun Community Bank

V.S.

### WARRANTY DEED (JOINT TENANTS)

KNOW ALL MEN BY THESE PRESENTS, that EDWARD SCHACHTERLE, of the County of Logan, State of Colorado, and LELAND E.

SCHACHTERLE, of the County of Los Alamos, State of New Mexico, for the consideration of One Dollar and other good and valuable consideration in hand paid, hereby sell and convey to DONALD M.

WISDOM and IDA MAE WISDOM, whose address is Route 1. Box 58

Haxtun ______, Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

The Northeast Quarter (NE 1/4) of Section Seventeen (17) in Township Six (6) North of Range Forty-eight (48) West of the Sixth (6th) Principal Meridian, Colorado, containing one hundred sixty (160) acres; and

The Southeast Quarter (SE 1/4) of Section Eight (8) Township Six (6) North of Range Forty-eight (48) West of the 6th P.M. situated in Logan County, State of Colorado.

Reserving and retaining to grantors and from the conveyance hereunder one-half (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the aforesaid real estate shall occur by December 19, 1988, then this reservation and retention shall expire and merge in the fee title;

With all its appurtenances, and warrant the title to the same, subject to existing oil and mineral lease.

Signed and delivered this 27 day of October 1978.

EDWARD SCHACHTERLE A single person

Schackterle (SEAL)

LELAND E. SCHACHTERLE Husband

LeoramSchachterle wife (SEAL)

State Documentary Fee Date 10-26-87 Which Book 724 19624

STATE OF COLORADO	
COUNTY OF Logar	<b>,</b> ss.
The foregoing instru	ment was acknowledged before me
this 27 day of De	toler, 1978, by Edward
Schachterle, a single per	son•
Witness my hand and o	official seal.
	Louise M. Brekel.
	Notary Public
My commission expires:	NOTARY PUBLIC LOUISE M., BREKEL STATE OF COLORADO
Jan 22, 1980	My Commission expires Jan. 22, 1980
STATE OF Johnson	<b>ss.</b>
COUNTY OF Joan'	
	ment was acknowledged before me
Husband of Leora M. School	<u>اردوار ۱۹۱۵</u> , by Leland E. Schachterle. hterle
Witness my hand and c	official seal.
	Lucie M. Brekel
	Notary Public
My commission expires:	NOTARY PUBLIC LOUISE M. BREKEL
Jan 22, 1980 .	STATE OF COLORADO  My Commission expires Jan. 22, 1980
STATE OF Colorado	$oldsymbol{\lambda}$
COUNTY OF Logan	T) ss.
	ent was acknowledged before me
	<u>&gt;./978,</u> by Leora M. Schachterle, wife of
Witness my hand and	official seal.
	Louise M. Brekel
	Notary Public
My commission expires:	NOTARY PUBLIC LOUISE M. BREKEL
Jan 22.1980	My Commission expires Jan. 22, 1980
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State of Colorado

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log needs in my office, at 10.100°Clock A. M.

JEK. 12. 1992 and is duly recorded

in book 22. Page No. 1. Title No. 350/

Charlese Craldock

Registrar of Titles

By Llaila Larus Deputy

Parcel SW4 8-6-48

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aid by PUBLIC SERVII colorado, 80202-5501, Conveys and confirms unistribution, or both, of	CE COMPANY OF COLOR Grantee, the receipt where into Grantee, its successor	RADO, a Colorado co not is hereby acknowle rs and assigns, a perp ansmission of commu	able consideration to Grantor in ha proporation, 1225 17th Street, Denve edged, hereby grants, bargains, se petual easement for the transmission inication signals on, over, under a Cour
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gents and employees to e	enter at all times upon said pre-	remises to survey, constrution transmission and distribution	es, contractors or assigns, and its and the ruct, repair, remove, replace, reconstru- pution lines and communication facility whatever materials: together with brac
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### EXHIBIT A

PATH:WAPA>SD-NYU> PSC>LEGALS FILE:R_255 JOB NO.: 282-7541 DATE: 11-18-91

## PROPERTY DESCRIPTION JAY D. & CYNTHIA S. WISDOM, J.T.

The westerly 170.00 feet of the Southwest Quarter of Section 8, Township 6 North, Range 48 West, of the 6th Principal Meridian, Logan County, Colorado, being additionally described as follows:

BEGINNING at the west quarter corner of said Section 8;

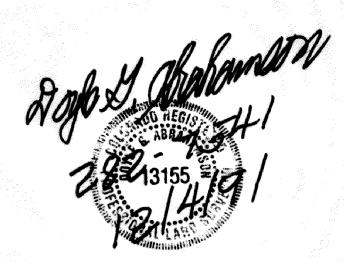
THENCE N88°24'55"E along the northerly line of said Southwest Quarter of Section 8 a distance of 170.00 feet;

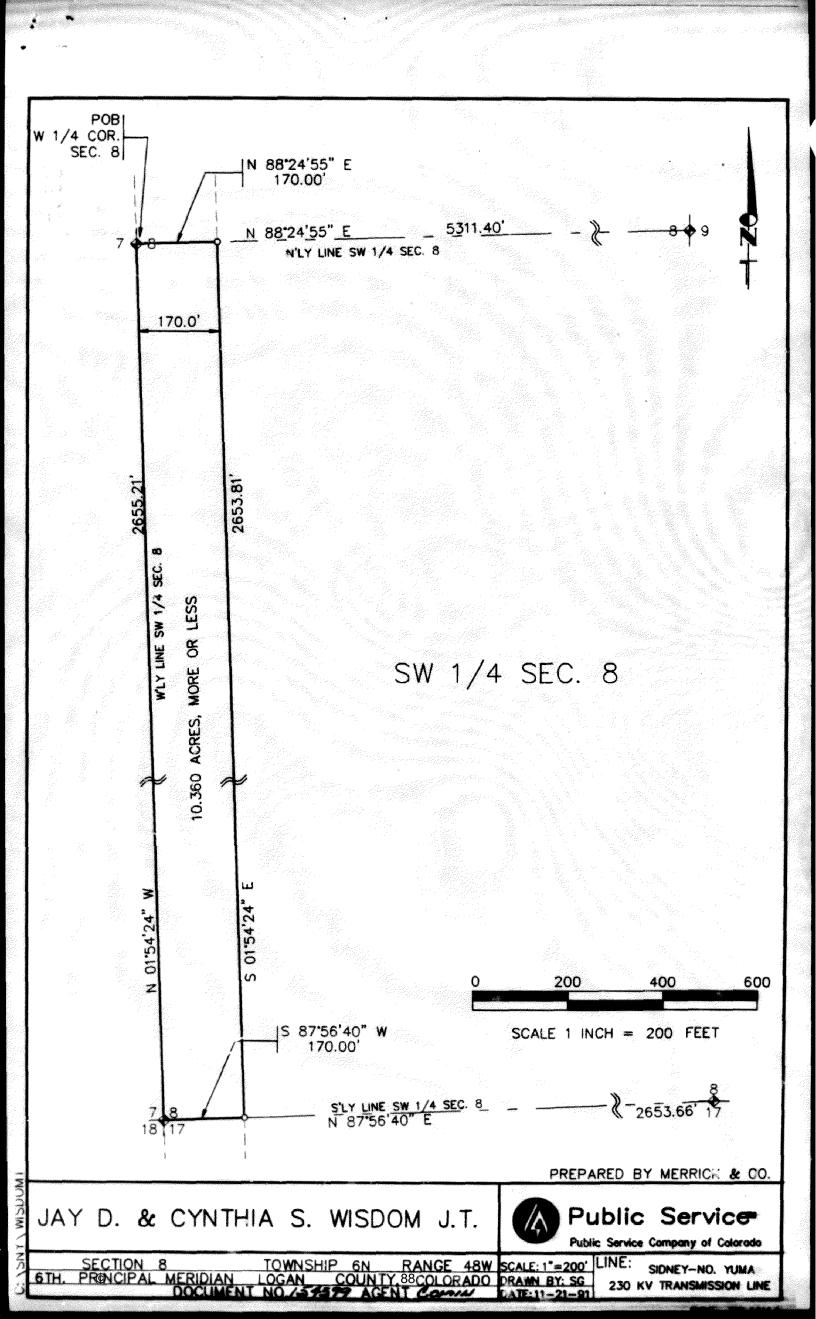
THENCE S01°54'24"E along a line being 170.00 feet easterly of and parallel with the westerly line of said Southwest Quarter of Section 8 a distance of 2653.81 feet;

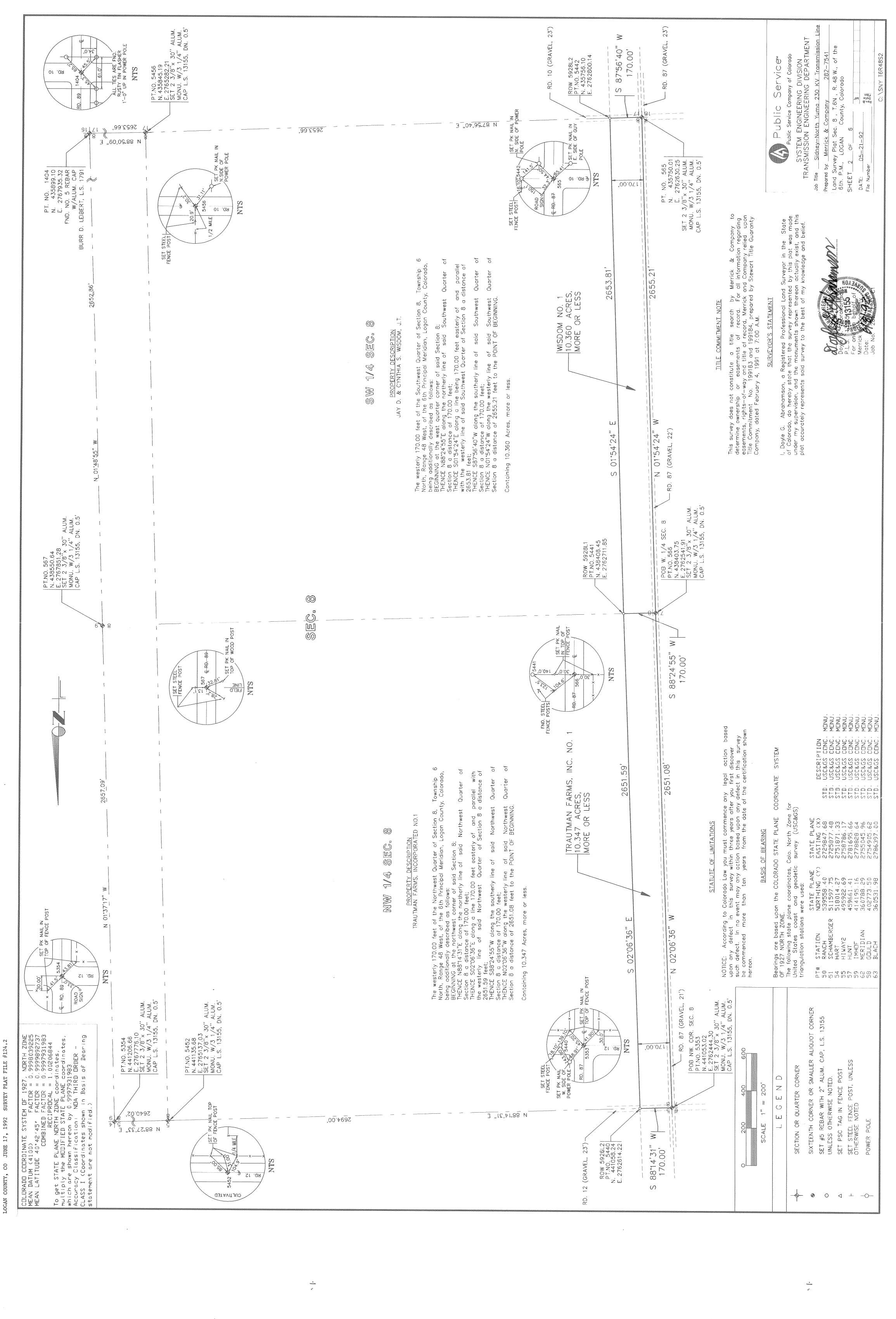
THENCE S87°56'40"W along the southerly line of said Southwest Quarter of Section 8 a distance of 170.00 feet;

THENCE NO1°54'24"W along the westerly line of said Southwest Quarter of Section 8 a distance of 2655.21 feet to the POINT OF BEGINNING.

Containing 10.360 Acres, more or less.









# RESOLUTION No.: 99-50

# A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm



and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
  - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
  - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
  - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
  - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be

unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

- I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.
- J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Lyle Schumacher, Chairman

(Aye) (Nay)

Roy A. Wheeler

James R. La Force (Aye) (Nay)

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Clerk and Recorder



### **EXHIBIT "A"**

### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.



### Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

### REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN

THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNT
RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGH
TO FARM RESOLUTION NO

### SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller_ Seller_	Date Date				
	I/WE ACKNOWLEDGE RECE	PT OF A COPY OF THIS STATEMENT			
Buyer_ Buyer_		Date			

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.

### **EXHIBIT "C"**

# DISPUTE RESOLUTION PROCEDURES and REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

### Resolution of Disputes and Procedure for Complaints and Investigation

### A. Nuisances which affect public health.

- (1) Complaints. A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.
- (2) Investigations. The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.
- (3) Declaration of Nuisance. If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.
- **B.** Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.
- **C.** Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.





- 1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.
- (b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.
- 2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:
  - (a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;
  - (b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.
  - (c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.
  - (d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.
  - (e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

### AFTER RECORDING RETURN TO

Andrew K. Fritsch, Esq. NextEra Energy Resources, LLC 700 Universe Blvd., LAW/JB Juno Beach, FL 33408 (561) 694-4678

(This space reserved for recording information)

### **OPTION AND TRANSMISSION EASEMENT**

THIS OPTION AND TRANSMISSION EASEMENT ("Agreement") is dated this 215 day of September, 2020 ("Effective Date") by and between John E. Elliff, LLC, a Colorado limited liability company, with an address of 118 S. 2nd Street, Sterling, CO 80751 ("Grantor"), and Niyol Wind, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and collectively, as the "Parties".

### RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Logan County, Colorado more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. **Option**. Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee an option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.
- a The initial term of the Option will be for one (1) year, commencing on the Effective Date ("Option Term").
- b. During the Option Term, Grantor hereby grants to Grantee and its employees, agents and contractors a non-exclusive easement for the right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property for the purposes of constructing the Facilities (as defined below); and (ii) performing such other tests and studies as Grantee may desire for the purposes of constructing the Facilities in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided

that such activities do not unreasonably interfere with Grantor's use of the Property; and provided, however, that Grantee shall not conduct any invasive tests without the express written approval of Grantor, which approval may be withheld in Grantor's sole discretion. Notwithstanding the foregoing, Grantee may specifically conduct the following testing without any further approval from Grantor: non-invasive geotechnical exploration, bat and avian studies, Colorado Parks and Wildlife nest setback surveys, ALTA property surveys, sound studies, Phase I Environmental Survey assessment, cultural resources assessment, oil and gas wells or hazmat reviews, Conservation Resource Program – USDA surveys, and utility crossing easement surveys, subject in all cases to compensation for crop damage as set forth in the Compensation Agreement.

- c. During the Option Term, Grantor may in the exercise of its sole discretion sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property ("**Transfer**") provided any such Transfer is subject to Grantee's rights under this Agreement. If Grantor elects to Transfer the Property during Option Term, Grantor shall deliver written notice of such Transfer to Grantee. In no event will Grantor, during the Option Term, grant a license, easement, option, leasehold, or other rights to the Property to any other utility, person, or entity seeking, directly or indirectly, to develop the Property for energy conversion or transmission of electricity, or negotiate with any other party with respect to such rights.
- d Provided that this Agreement has not been terminated, Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. The date of the Option Notice shall be the date on which the Easements will automatically become effective ("**Commencement Date**").
- e. If Grantee fails to exercise the Option within the Option Term, the Option, this Agreement and all the rights of Grantee as provided herein will automatically terminate.
- 2. <u>Easements</u>. Upon the exercise of the Option by Grantee, effective as of the Commencement Date, Grantor does hereby grant bargain, sell and convey unto Grantee, the following easements on, over, under, through, across, along and in the easement area shown and described on **Exhibit B** (as used herein, the Transmission Easement, Access Easement, Construction Easement and Overhang Easement, shall collectively be referred to as "**Easements**"):
- Grantor grants to Grantee a non-exclusive easement one hundred (100) feet in width a for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Facilities ("Transmission Easement") together with a non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the easement area by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("Access Easement"). The Transmission Easement and the Access Easement are located in, and the rights granted herein shall apply only to, the area of the Property described in Exhibit B ("Easement Area"). "Facilities" shall mean only such improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms, and telecommunication lines, computer data systems, radio relay systems, fiber, cables, and other structures related to the transmission of electrical power over the transmission lines on the Property (and not for other communications purposes), and other structures related to the transmission of electrical power. The

width of the Transmission Easement will not exceed one hundred (100) feet in width except in the area of appurtenances (e.g. guy wires), in which case the easement area may be extended up to an additional fifty (50) feet. No Easement will be deemed to grant to Grantee any right to construct any transmission line with corner or turns, and Grantee represents and warrants that the transmission lines constructed on the Property will cross the Property substantially in a straight line.

- b. Grantor grants to Grantee an exclusive easement for the right and privilege to permit the above ground Facilities to overhang the Property adjacent to and within the Easement Area ("Overhang Easement").
- c. Grantor grants to Grantee a temporary easement on, over, along and under the Easement Area for the following: (1) to construct and install Facilities and (2) to store material and equipment used solely for the construction of the Facilities on the Property during construction of the Facilities ("Construction Easement").
- Term of Easements: Termination of Easements. Unless earlier terminated under this Agreement, the Easements will terminate automatically and without the need of any action by either Grantor or Grantee thirty (30) years after the date of this Agreement, with three (3) extensions of ten (10) years each. Further, the Easements will automatically terminate if (i) construction on the Facilities has not commenced within two (2) years after the date of this Agreement, or (ii) Grantee permanently abandons any of the Easements herein granted and ceases to use the same, or (iii) the Agreement is deemed terminated pursuant to Section 1(c) or Section 1(e), or (iv) Grantee makes a general assignment for the benefit of creditors, commences any case, proceeding, or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property, or becomes the subject of any proceeding for relief that is not dismissed within sixty (60) days of its filing or entry, or is dissolved. In the event of five (5) or more separate instances of Breach by Grantee of its obligations hereunder and provided that such breaches all occur within a three (3) year period, this Agreement may be terminated by Grantor. "Breach" as used in this paragraph shall be defined as a "material" breach of Grantee's specific obligations contained herein, after written notice to Grantee from Grantor specifying the nature of the default, and provided that Grantee is given a reasonable period to cure each breach of at least thirty (30) days and Grantee fails to do so, and after providing notice and opportunity to cure to Mortgagee as set forth below. "Material" shall mean significant breach that poses a threat or danger of personal injury or damage to property. Material breaches shall not include those breaches that are merely technical violations of Grantee's obligations hereunder. Upon termination of this Agreement, all rights, title and interest hereunder of Grantee shall revert to the then-owner of the Property. Grantee hereby irrevocably appoints Grantor as its attorney-in-fact in connection with the recordation of the notice or termination of this Agreement, and irrevocably authorizes Grantor to record such notice or termination in the County where the Property is located. In the event of any other default under the terms hereof, Grantor may pursue an action against Grantee for damages or specific performance, and Grantor will be entitled to an award of its reasonable attorney's fees incurred in connection with such action, provided that Grantor is the prevailing party in such action. Except as specifically allowed by this Section 3, this Agreement and the Easements shall not be terminable by Grantor under any circumstances.
  - 4. **Ownership**. Grantor represents and warrants to Grantee that: (i) Grantor is the holder

of fee simple title to all of the Property, (ii) Grantor has the authority and right, without the joinder of any other party, to enter into this Agreement and grant the Option and the Easements. Except as expressly set forth herein, Grantor makes no representations, warranties or covenants with respect to the Property or Grantor's rights therein whether express or implied, and Grantee accepts the grant of the Easement and all other rights herein "as is," "where is" and "with all faults," and Grantor hereby expressly disclaims all such warranties. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted and which will not materially interfere with or endanger any of the Facilities or otherwise interfere with Grantee's rights hereunder. Further, to Grantor's actual knowledge and belief, without investigation of any nature, there are no other existing options, rights of first refusal, contracts to purchase, leases or mortgages that encumber the Property or would prevent Grantee from exercising its rights with respect to the Option and Agreement.

- 5. <u>Interference</u>. Subject to Grantee's compliance with and satisfaction of all of Grantee's obligations under this Agreement, during the Option Term, Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) materially interfere with, impair or prohibit the use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electricity to or from the Property over the Facilities; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, trees, structures, non-cultivated plants or other obstructions on the Property that would materially interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation(excluding cultivated crops) on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in the Easement Area that would materially interfere with Grantee's permitted use of the Easements as set forth in this Agreement, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion, subject to Grantee's payment of compensation as may be set forth in the Compensation Agreement. Notwithstanding the foregoing, Grantee acknowledges that Grantor may conduct farming operations in and around the transmission line, guy wires and poles. All rights not specifically and expressly granted in this Agreement are hereby reserved unto Grantor and shall be and remain the sole and exclusive rights of Grantor.
- 6. Grantee Obligations. Grantee shall timely construct, reconstruct, maintain, repair, and remove all improvements hereunder, including the Facilities, in a good and workmanlike manner. At all times, Grantee shall perform all of its obligations under this Agreement and all operations on the Property in strict conformity with all applicable laws, orders, regulations, rules, and standards. Within thirty (30) days after completion of the construction of any improvements hereunder, including the Facilities, Grantee shall deliver to Grantor an as-built survey for such improvements (the "As-Built Survey"). In no event will the Grantee allow any mechanic's or materialmen's liens to attach to or against the Property. In the event Grantee performs any construction, reconstruction, maintenance, repair, removal, or other work on the Property that results in the disturbance of any surface area of the Property or of any improvement (whether aboveground, surface, or underground) upon the Property, then Grantee shall thereafter promptly restore or repair the surface and improvements to substantially the same condition as existed prior to such work (specifically

including, but not limited to sprinklers, ditches, canals, culverts, access roads, etc.). Grantee shall maintain in good order, repair, appearance, and operating condition the Facilities and the Property. In addition, Grantee shall, at all times, maintain the surface elevation of the Property, correcting any settling or subsiding of the ground surface that may occur as a result of Grantee's use of the Easements. Time is of the essence of all of Grantee's obligations under this Agreement. The terms of this paragraph will survive termination of this Agreement.

- Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property, provided that any such mortgage, collateral assignment, encumbrance or grant will not be deemed to modify, limit, or affect any rights of Grantor or any obligations of Grantee under this Agreement. These various mortgages, liens, security interests in all or a part of the Property are collectively referred to as "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.
- 8. Assignment & Sublease. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "Assignment"), to one or more persons or entities (collectively "Assignee"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee, provided that such assignment is part of a transfer of the entire wind farm which utilizes the transmission facilities located on the Property.

### 9. [Intentionally deleted]

10. **Indemnity & Insurance**. Grantee acknowledges and agrees that it shall indemnify and hold Grantor, its members, officers, employees, agents, guests, invitees, contractors (and their subcontractors), and each of the foregoing's heirs, successors and assigns ("Grantor Parties") harmless for any and all liability whether known or unknown, any and all claims, damages, liabilities, injuries, demands, settlements, judgments, awards, penalties, taxes, fees, fines, liens, losses or other obligations whatsoever together with costs and expenses, including reasonable fees and disbursements of counsel, accountants, financial advisors and other representatives, and expenses of investigation (collectively, "Claims"), incurred in connection with or arising in any manner from this Agreement, the Option, and the Easements, whether or not such Claims arise from the negligence of Grantor Parties or any other person or entity. Grantee shall not be liable to Grantor for any Claims to the extent caused by the willful and wanton acts or negligence of Grantor. Grantee shall procure and maintain commercial general liability insurance with broad form commercial general liability coverage or its equivalent covering claims for personal injury, bodily injury and property damage occurring in conjunction with the use of the easement and other rights granted by this Agreement (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained herein) in such amounts as may be reasonable but in any event of not less than \$3,000,000 for each occurrence combined single limit for personal injury, bodily injury or property damage. Insurance policies required by this paragraph will be

purchased from insurance companies licensed in the State of Colorado. The Grantee shall cause Grantor Parties to be named as an additional insured on such policies of insurance and will provide a certificate of insurance to Grantor annually. The provisions of this paragraph will survive any termination of this Agreement.

- 11. **Removal.** If this Agreement is terminated, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after termination of this Agreement. The provisions of this paragraph will survive any termination of this Agreement.
- Notice is considered given either (i) when delivered in person to the recipient named in the Preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the Preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Grantor shall only be required to provide notice to a mortgagee under Section 3. above if grantee has provided the mortgagee's address for notice to grantor, which address shall be delivered consistent with this section.
- 13. <u>Severability</u>. If any term or provision of this Agreement, or the application thereof to any person or circumstance is, to any extent, determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- Governing Law: Disputes. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation, provided, however, that Grantor's engaging in such good faith negotiation will not be deemed to act as a waiver by Grantor of any of Grantor's rights hereunder, nor will the time for performance by Grantee under this Agreement, including any the time permitted for any cure of any default hereunder, be deemed tolled during the period of such negotiation. If the Parties are unable to resolve any dispute arising out of or in connection with this Agreement by such negotiation, each shall have all remedies available at law or in equity. Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement will be to the court of competent jurisdiction.
- 15. <u>Successors and Assigns</u>. The Easements and this Agreement will run with the Property and land affected and will be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.
- 16. **Entire Agreement**. Except for the Compensation Agreement, this Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement,

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understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement will not be modified or amended except for in writing signed by the Parties or their successors in interest.

- 17. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed the original, and all of which together will constitute a single instrument.
- 18. <u>Compensation</u>. The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties ("Compensation Agreement") which the Parties agree will not be recorded.
- 19. **Rights of Third Parties.** This Agreement does not and will not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against the Grantor because of any breach of this Agreement or because of any of the terms, covenants, agreement or conditions herein contained.

[Signatures Follow on Next Pages]

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EXECUTED effective the day and year first hereinabove written.

### Grantor:

John E. Elliff, LLC, a Colorado limited liability company

**ACKNOWLEDGEMENT** 

) ss:

STATE OF COLORADO

The foregoing instrument was acknowledged before me this day of John Elliff, Manager of John E. Elliff, LLC, a Colorado limited liability company.

(nospenger Alan Cooreman Notary Public STATE OF COLORADO

NOTARY ID 20134067667 MY COMMISSION EXPIRES OCTOBER 30, 2021

©

106

Grantee:	
Niyol Wind, LLC A Delaware limited liability company	
By: Anthony Pedroni, Vice Preside	ent
AC	CKNOWLEDGEMENT
STATE OF FLORIDA COUNTY OF PALM BEACH	) ) ss: )
notarization, this 25+ day of	before me by means of physical presence or online, 2020 by Anthony Pedroni, as Vice C, a Delaware limited liability company, personally known to the foregoing instrument and acknowledged that he executed lity company and that he was duly authorized so to do.  OTARY PUBLIC, STATE OF FLORIDA
M	Iy commission expires:
	LISA R. TAUBE Commission # GG 041742 Expires November 8, 2020 Bonded Thru Troy Fain Insurance 800-385-7019

### **EXHIBIT A**

### **Legal Description of Property**

### Parcel 1

The Southwest Quarter (SW¼) of Section 8, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Containing 160 acres, more or less.

Parcel ID: 7665100

### Parcel 2

The Northeast Quarter (NE¼) of Section 30, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Containing 159 acres, more or less.

Parcel ID: 7623100

QLA: 7875

753650 02/09/2021 10:36 AM B: 01041 P: 833 NOT Page: 1 of 4 R \$28.00 D \$0.00 T \$28.00 Pameia M. Bacon Clerk & Recorder, Logan County, Co

### **AFTER RECORDING RETURN TO**

Andrew Fritsch, Esq. NextEra Energy Resources, LLC 700 Universe Blvd., LAW/JB Juno Beach, FL 33408

(This space reserved for recording information)

### NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION is made and dated as of the 1st day of February, 2021 ("Option Notice") by Niyol Wind, LLC, a Delaware limited liability company, a Delaware limited liability company, with an address of 700 Universe Boulevard, Attn: Land Services, Juno Beach, FL 33408 ("Grantee") for the purposes of giving notice to John E. Elliff, LLC, a Colorado limited liability company ("Grantor") of the following:

- 1. Grantor and Grantee entered into that certain Option and Transmission Easement dated October 21, 2020, and recorded January 6, 2021, Reception No. 753046 in the Official Records of Logan County, Colorado ("Agreement"), whereby Grantor granted to Grantee an exclusive option to acquire easements ("Option") over that certain real property located in Logan County, Colorado, as more specifically described in Exhibit "A" as attached hereto ("Property").
- 2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.
- 3. Pursuant to Section 1(d) of the Agreement, this Option Notice shall constitute written notice of Grantee's exercise of its exclusive right to acquire the "Easements" referenced in Section 2 of the Agreement.
- 4. Pursuant to Section 1(d) of the Agreement, the Commencement Date is hereby declared to be February 1, 2021.
- 5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the

753650 02/09/2021 10:36 AM B: 01041 P: 833 NOT Page: 2 of 4 R \$28.00 D \$0.00 T \$28.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

Parties. The terms Parties, Grantor and Grantee include any successors or predecessors of the Parties, Grantor and Grantee, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

G	ra	n	te	e.
v		ш		v.

Niyol Wind, LLC, a Delaware limited liability company

By:

Anthony Pedroni, Vice President

### **ACKNOWLEDGEMENT**

STATE OF FLORIDA	)
	) s:
COUNTY OF PALM BEACH	)

The forgoing instrument was acknowledged before me this _____ day of January, 2021, before by means of ☑ physical presence or online ☐ notarization, by Anthony Pedroni, as Vice President of Niyol Wind, LLC, a Delaware limited liability company, on behalf of the limited liability company.

KIM L. OTTO
MY COMMISSION # GG 936070
EXPIRES: March 28, 2024
Bonded Thru Notary Public Underwriters

Notary Public
My Commission expires:

[SEAL]

### EXHIBIT "A"

# **Legal Description of Grantor's Property**

# Parcel 1

The Southwest Quarter (SW¹/₄) of Section 8, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Parcel ID: 7665100

### Parcel 2

The Northeast Quarter (NE¹/₄) of Section 30, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Parcel ID: 7623100

# PARCEL #2--TITLE COMMITMENT

# **SCHEDULE A**

File No: **223203** 

1.	Comr	mitment Date: September 16, 20	022, 07:00 am	
2.	Policy	y (or Policies) to be issued:		POLICY AMOUNT
	(a)	ALTA OWNER'S POLICY Proposed Insured:		
	(b)	ALTA LOAN POLICY Proposed Insured:		
		Proposed Borrower:		
	(c)	Proposed Insured:		
3. 4.	The la	mple interest in the land describe Elliff, LLC, a Colorado limited and referred to in the Commitmen Ship 6 North, Range 48 West, 60 n 17: NE1/4	liability compa	follows:
	Proper	ty Address: <b>NE1/4 17-6-48, Log</b>	an County, CO	
	То Ве	Premiums Determined Commitment	\$300.00	
		-	\$300.00	
				Countersigned Northeast Colorado Title Company, LLC  By Authorized Signature

File No: **223203** 

# **Westcor Land Title Insurance Company**

### COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: September 16, 2022, 07:00am

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

- 1. 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 acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
- 7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 8. Reservations, if any, as stated in The United States of America patent recorded September 18, 1914 in <u>Book 117</u> at Page 121.
- 9. Reserving and retaining to Edward Schachterle and Leland E. Schachterle and from the conveyance hereunder one-half (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the said premises shall occur by December 19, 1988, then this reservation and retention shall expire and merge in the free title as stated in Warranty Deed filed October 26, 1987 as Torrens Document No. 13183 and recorded October 26, 1987 in Book 822 at Page 469, Reception No. 580121 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SE1/4)
- 10. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in <u>Book 925 at Page 430</u> of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
- 11. Taxes and assessments for the year 2022 a lien but not yet due and payable.

File No: 223203

### Pursuant to CRS 10-11-122, NOTICE IS HEREBY GIVEN THAT: (A) The subject property may be located in a special taxing district. **NOTE:**

- (B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or County Treasurer's authorized agent.
- (C) Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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# THE UNITED STATES OF AMERICA.

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Lancer Commence	and the second s	

To all to Whom these Pr	esents shall come, GREETING:
WHEREAS, A Certificate of the Register of the La	nd Office at Alerling, Colorado, has been
	that, pursuant to the Act of Congress of May 20, 1862, "To Secure
Homesteads to Actual Settlers on the Public Domain," and	
Edward Schachlerla	has been established and duly consummated, in con-
formity to law, for the	
Mortheast - quarter and	that Morth trace of the South
	the Morth hay of the South-
east quarter of Section	e seventeen in Township
Six North of Range	Forty-eight west of the
Swith Principal Mir	idian, Colorado, containing
two hundred forty	ucrus
	en e
Now Know Ye, That there is, therefore granted by t described; To Have and to Hold the said tract of Land, wi heirs and assigns of the said claimantforever; subject to facturing, or other purposes, and rights to ditches and reserved.	the United States unto the said claimant the tract of Land above the the appurtenances thereof, unto the said claimant and to the any vested and accrued water rights for mining, agricultural, manuoirs used in connection with such water rights, as may be recognized Courts; and there is reserved from the lands hereby granted, a right prity of the United States.
To The same of Y	President of the United States of
America, have caused these letters to be made patent, and the	
Given Under my hand, at the City of Washington, the	Twenty thirdday of June , in the year
	and of the Independence of the United States the one hundred
and Thirty lighth.	E PRESIDENT: le Jourdron de Selson
INITED STATES	
SEAL	By M. P. Le Roy SECRETARY.
Report of the seal	La G. Co. La Mari
Recorded: Patent No. 41.6.2	necorder of the tremeral ladge lines.
Filed for Record the 18 day of Le	16 A D 10/4 4 COS 11 1 C/S
The for According	A. D. 19/4, at 805 o'clock M.  Una B. Usuer Recorder.
And the second of the second o	By W. K. Wheeler DEPUTY.
	By W. St. Wheeles DEPUTY.

County of Logan

I hereby certify that this instrument was filed for record in my office, at 3:20 o'clock M.

10-26 1987 and is duly recorded in book 32, page no. 68 Title no. 5688

Market Grand Colored

Registrar of Titles

SEV4 8-6-48

B . STATE OF COLORADO

CERTIFICATE OF TAXES DUE For Tax Year 1986 Certificate No

142

Printed 10/26/87

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

160.00

TAX DISTRICT 201

SCHEDULE NUMBER

7628000 R

Legal Description of Property: Acres:

EXCEPTIONS:

SE1/4

08-06-48

Taxes \$200.10 Am	ount Paid 🚺 🕏	200.10 Amount Due	\$.	00
			10000	
		Interest Due		00
			-	
		Other Due		00
TAYER FOR VE	R 1984 ARE PATH IN	FILL Total New Due		OΛ

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Personal Property, Oil, Gas or Mineral Rights, or Special Assessments, which may or may not, be located on the Property described above, unless specifically listed and described.

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of my office, this 26TH day of OCTOBER A.D. 1987

Assessed Owner: SCHACHTERLE, EDWARD & LELAND E C/O WISDOM, DONALD M. & IDA

**HAXTUN CO 80731** 

LOGAN COUNTY TREASURER (SEAL

By____V.S.

Ordered by:

Haxtun Community Bank

### WARRANTY DEED (JOINT TENANTS)

KNOW ALL MEN BY THESE PRESENTS, that EDWARD SCHACHTERLE, of the County of Logan, State of Colorado, and LELAND E. SCHACHTERLE, of the County of Los Alamos, State of New Mexico, for the consideration of One Dollar and other good and valuable consideration in hand paid, hereby sell and convey to DONALD M. WISDOM and IDA MAE WISDOM, whose address is Route 1. Box 58 _____, Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

> The Northeast Quarter (NE 1/4) of Section Seventeen (17) in Township Six (6) North of Range Forty-eight (48) West of the Sixth (6th) Principal Meridian, Colorado, containing one hundred sixty (160) acres; and

> The Southeast Quarter (SE 1/4) of Section Eight (8) Township Six (6) North of Range Forty-eight (48) West of the 6th P.M. situated in Logan County, State of Colorado.

Reserving and retaining to grantors and from the conveyance hereunder onehalf (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the aforesaid real estate shall occur by __ December 19, occur by December 19, 1988, then this reservation and retention shall expire and merge in the fee title;

With all its appurtenances, and warrant the title to the same, subject to existing oil and mineral lease.

Signed and delivered this 27 day of October 1978.

A single person _(SEAL) chaolil LELAND E. SCHACHTERLE Husband

M. Sepachterle (SEAL)

LeoramSchachterle

STATE OF COLORADO	) ) ss.
COUNTY OF Logan	
The foregoing instrume	ent was acknowledged before me
this 27th day of Del	olier, 1978, by Edward
Schachterle, a single person	
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My commission expires:	NOTARY PUBLIC
Naw 22 1980	STATE OF COLORADO  My Commission expires Jan. 22, 1980
	Thy Commission expires 3an, 22, 1980
STATE OF Colorado	
	<b>58.</b>
	ent was acknowledged before me
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No	tary Public
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Law 22 1980 .	LOUISE M. BREKEL  STATE OF COLORADO
	My Commission expires Jan. 22, 1980
STATE OF Colorado	} ss.
COUNTY OF Logar	
	nt was acknowledged before me
this 1st day of Theorem Leland Schachterle.	./978, by Leora M. Schachterle, wife of
Witness my hand and o	fficial seal.
	Louise M. Brekel
	Notary Public
My commission expires:	NOTARY PUBLIC
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Jan 22.1980	LOUISE M. BREKEL STATE OF COLORADO My Commission expires Jan. 22, 1980

County of Logan Ss.

I hereby certify that this instrument was filed for record in my office, at 3:20 o'clock! M.

10-26 1987 and is duly recorded in book -22, page no. 188 Title no. 5688

Market Charles Registrar of Titles

Sathy Colored Deputy

SEY4 8-6-48

В. STATE OF COLORADO

CERTIFICATE OF TAXES DUE For Tax Year 1986

Certificate No

EXCEPTIONS:

Printed 10/26/87

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAX DISTRICT 201

SCHEDULE NUMBER

7628000 R

Legal Description of Property: Acres:

160.00

SE1/4

08-06-48

\$200.10 Amount Paid \$200.10 Amount Due Taxes \$.00 Interest Due .00 Other Due .00 TAXES FOR YEAR 1986 ARE PAID IN FULL Total Now Due \$.00

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Personal Property, Oil, Gas or Mineral Rights, or Special Assessments, which may or may not, be located on the Property described above, unless specifically listed and described.

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of my office, this 26TH day of OCTOBER

Assessed Owner:

SCHACHTERLE, EDWARD & LELAND E C/O WISDOM, DONALD M. & IDA

HAXTUN CO 80731

LOGAN COUNTY TREASURER

Ordered by:

Haxtun Community Bank

V.S.

### WARRANTY DEED (JOINT TENANTS)

KNOW ALL MEN BY THESE PRESENTS, that EDWARD SCHACHTERLE, of the County of Logan, State of Colorado, and LELAND E.

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WISDOM and IDA MAE WISDOM, whose address is Route 1. Box 58

Haxtun ______, Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Logan and State of Colorado, to-wit:

The Northeast Quarter (NE 1/4) of Section Seventeen (17) in Township Six (6) North of Range Forty-eight (48) West of the Sixth (6th) Principal Meridian, Colorado, containing one hundred sixty (160) acres; and

The Southeast Quarter (SE 1/4) of Section Eight (8) Township Six (6) North of Range Forty-eight (48) West of the 6th P.M. situated in Logan County, State of Colorado.

Reserving and retaining to grantors and from the conveyance hereunder one-half (1/2) interest in and to all oil, gas and mineral rights, including rights under existing oil and gas leases; provided, that if no development or exploration of or production from the aforesaid real estate shall occur by December 19, 1988, then this reservation and retention shall expire and merge in the fee title;

With all its appurtenances, and warrant the title to the same, subject to existing oil and mineral lease.

Signed and delivered this 27 day of October 1978.

EDWARD SCHACHTERLE A single person

Schackterle (SEAL)

LELAND E. SCHACHTERLE Husband

LeoramSchachterle wife (SEAL)

State Documentary Foe Date 10-26-87

COUNTY OF LAG and	) ss.
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STATE OF Speads	
COUNTY OF Logan'	) ss.
The foregoing instru	ment was acknowledged before me
this 27 day of Och Husband of Leora M. School	<u>آمای ۱۹۱8</u> , by Leland E. Schachterle.
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Witness my hand and	official seal.
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Witness my hand and	State M. Brekel Notary Public NOTARY PUBLIC
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My commission expires:    And DD 1980    STATE OF   Coloraba    COUNTY OF Local    The foregoing instrum	Notary Public  Notary Public  LOUISE M. BREKEL STATE OF COLORADO My Commission expires Jan. 22, 1980  SS.  ment was acknowledged before me
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My commission expires:    And DD 1980    STATE OF   Colorado    COUNTY OF   Congains    The foregoing instrum    this   Of day of   Och    Leland   Schachterle.	SS.  Ment was acknowledged before me of 1918, by Leora M. Schachterle, wife of official seal.  Laure M. Brekel State of Colorado My Commission expires Jan. 22, 1980  SS.  Ment was acknowledged before me of 1918, by Leora M. Schachterle, wife of official seal.  Laure M. Brekel
My commission expires:  STATE OF Clarate  COUNTY OF Locate  The foregoing instrumthis lot day of locate Leland Schachterle.  Witness my hand and	Notary Public  NOTARY PUBLIC LOUISE M. BREKEL STATE OF COLORADO My Commission expires Jan. 22, 1980  SS.  Ment was acknowledged before me C. /978, by Leora M. Schachterle, wife of official seal.  Louise M. Brekel Notary Public
My commission expires:    And DD 1980    STATE OF   Colorado    COUNTY OF   Congains    The foregoing instrum    this   Of day of   Och    Leland   Schachterle.	SS.  Motary Public  Notary Public  Notary Public  LOUISE M. BREKEL  STATE OF COLORADO  My Commission expires Jan. 22, 1980  My Commission expires Jan. 22, 1980  SS.  Ment was acknowledged before me  C. 1978, by Leora M. Schachterle, wife of  official seal.  Kouse M. Brekel  Notary Public  Notary Public  Notary Public  Notary Public
My commission expires:  STATE OF Colorado  COUNTY OF Logar  The foregoing instrum this 1st day of 16 Leland Schachterle.  Witness my hand and	SS.  Ment was acknowledged before me of 1978, by Leona M. Schachterle, wife of official seal.  Louise M. Brekel  My Commission expires Jan. 22, 1980  SS.  Ment was acknowledged before me of 1978, by Leona M. Schachterle, wife of official seal.  Louise M. Brekel  Notary Public



# RESOLUTION No.: 99-50

# A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm



and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
  - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
  - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
  - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
  - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be

unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

- Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.
- The Board will review this Resolution within one year to determine whether to J. continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

(Aye) (Nay) James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Clerk and Recorder

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127



### **EXHIBIT "A"**

### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.



### Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

# REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN

THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS		
THIS STATEMENT IS A DISCLOSURE OF THE EX	ISTENCE OF THE LOGAN COUNTY	
RIGHT TO FARM RESOLUTION IN COMPLIANCE	WITH THE LOGAN COUNTY RIGHT	
TO FARM RESOLUTION NO		

### **SELLER'S INFORMATION**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller_ Seller_	Date Date		
	I/WE ACKNOWLEDGE RECEIF	T OF A COPY OF THIS STATEMENT	
Buyer_ Buyer		Date	_

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.

### **EXHIBIT "C"**

## **DISPUTE RESOLUTION PROCEDURES** and REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

## Resolution of Disputes and Procedure for Complaints and Investigation

# A. Nuisances which affect public health.

- (1) Complaints. A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.
- (2) Investigations. The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.
- (3) Declaration of Nuisance. If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.
- B. Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.
- C. Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

8

374 09/22/1999 11:10A B925 P430 RES

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- 1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.
- (b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.
- 2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:
  - (a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;
  - (b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.
  - (c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.
  - (d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.
  - (e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

# PARCEL #3--TITLE COMMITMENT

### SCHEDULE A

File No: 223204

1.	Com	mitment Date: September 16, 2	022, 7:00 am			
2.	Polic	POLICY AMOUNT				
	(a)	ALTA OWNER'S POLICY Proposed Insured:				
	(b)	ALTA LOAN POLICY Proposed Insured:				
		Proposed Borrower:				
	(c)	Proposed Insured:				
3.	<b>Fee Simple</b> interest in the land described in this Commitment is owned, at the Commitment Date, by <b>ABE Elliff, LLC, a Colorado limited liability company</b>					
4.	The land referred to in the Commitment is described as follows:					
	Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado Section 30: NE1/4					
	Property Address: NE1/4 30-6-48, Logan County, CO					
	То Ве	Premiums  e Determined Commitment	\$300.00			
			\$300.00			
				Countersigned Northeast Colorado Title Company, LLC		
				E Wady		
				Authorized Signature		

File No: 223204

# **Westcor Land Title Insurance Company**

### COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: September 16, 2022, 7:00am

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

- 1. 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 acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
- 7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 8. Reservations, if any, as stated in The United States of America patent recorded December 18, 1913 in <u>Book 77</u> at Page 534.
- 9. Saving, excepting and reserving unto Luella Plager Hillier, Wilbur L. Plager, Carroll Plager, Russell G. Plager, and Genevieve Judge, as tenants in common, an undivided one-half interest in and to all of the oil, gas and other minerals which they presently own in, on and under the described premises, for a period of 20 years from and after the date hereof, or for so long thereafter as oil or gas is produced therefrom; and upon the expiration of said 20-year period, or the cessation of production, said reserved mineral rights shall thereupon pass to and become the property of Jennings W. Rowan, his heirs and assigns, for a period of ten years, or for so long thereafter as oil or gas is produced therefrom; and upon the expiration of said 10-year period, or the cessation of production, said reserved mineral rights shall thereupon pass to and become the property of the then owners of the surface of the described land; also together with the right of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Warranty Deed recorded March 1, 1977 in Book 708 at Page 261, Reception No. 517397 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
- 10. Transfer to Russell G. Plager Trust 1/10 interest in and to all oil, gas and other minerals lying in, on and under the described premises for a period of 20 years from and after the date of various Warranty Deeds and which contain such mineral reservations as stated in Personal Representative's Deed of Distribution recorded July 11, 1979 in Book 733 at Page 204, Reception No. 532182 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

File No: 223204

- 11. Transfer to Barbara J. Plager of an undivided one-third interest, Joanne C. Burke of an undivided one-third interest, Dean R. Plager of an undivided one-third interest, 1/10 interest in and to all oil, gas and other minerals lying in, on and under the described premises for a period of 20 years from and after the date of various Warranty Deeds and which contain such mineral reservations as stated in Trustee's Deed of Distribution recorded January 14, 1985 in Book 794 at Page 66, Reception No. 565483 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
- 12. Saving, excepting and reserving unto Donald M. Wisdom and Ida Mae Wisdom an undivided one half (1/2) interest in and to all oil, gas and other minerals lying in, on and under described premises, and which are owned by them, for a period of ten (10) years from and after the date hereof, and for so long thereafter as there shall continue to be production of the same; and upon the expiration of said 10-year period or the cessation of production, said reserved mineral interest shall thereupon pass to and become the property of owners of the premises herein; also, together with the means of ingress and egress for the purpose of exploring for, mining and producing said mineral interest as stated in Warranty Deed recorded December 12, 1984 in Book 792 at Page 889, Reception No. 564963 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
- 13. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in <u>Book 925 at Page 430</u> of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
- 14. Option and Transmission Easement between John E. Elliff, LLC, a Colorado limited liability Company and Niyol Wind, LLC, a Delaware limited liability company recorded January 6, 2021 in Book 1041 at Page 229, Reception No. 753046; and Notice of Exercise of Option recorded February 9, 2021 in Book 1041 at Page 833, Reception No. 753650 of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
- 15. Taxes and assessments for the year 2022 a lien but not yet due and payable.

#### NOTE: Pursuant to CRS 10-11-122, NOTICE IS HEREBY GIVEN THAT:

- (A) The subject property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or County Treasurer's authorized agent.
- (C) Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Jul 21/9/3 T	THE UNITED STATES OF AMERICA.	
Sterling 03 \$53	To all to Whom these Presents shall come, Greeting:	
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^ <i>APPLICATION</i>	Whereas, There has been deposited in the General Land	Office <del>of the</del>
	ificate of the Register of the Land Office at	, <del>Colorado</del>
	hat, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HO.	
	LERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, th	
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# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That LUELLA PLAGER HILLIER and JAMES C. HILLIER, husband and wife, whose address is Stillwater, Oklahoma, WILBUR L. PLAGER and BESSIE M. PLAGER, husband and wife, whose address is Lafayette, Indiana, CARROLL PLAGER and JANET PLAGER, husband and wife, whose address is Austin, Minnesota, RUSSELL G. PLAGER and CLARICE PLAGER, husband and wife, whose address is Des Moines, Iowa, and GENEVIEVE JUDGE, a single person, whose address is Boone, Iowa, for the consideration of Ten and more Dollars, in hand paid, hereby sell and convey to DONALD M. WISDOM and IDA MAE WISDOM, whose address is Haxtun, Colorado 80731, the following real property in Logan County, Colorado:

All of Section 29 and E/2 of Section 30, all in Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado;

SAVING, EXCEPTING AND RESERVING, HOWEVER, Unto the said Luella Plager Hillier, Wilbur L. Plager, Carroll Plager, Russell G. Plager, and Genevieve Judge, as tenants in common, an undivided one-half interest in and to all of the oil, gas and other minerals which they presently own in, on and under the above-described premises, for a period of 20 years from and after the date hereof, or for so long thereafter as oil or gas is produced therefrom; and upon the expiration of said 20-year period, or the cessation of production, said reserved mineral rights shall thereupon pass to and become the property of Jennings W. Rowan, his heirs and assigns, for a period ten years, or for so long thereafter as oil or gas is produced therefrom; and upon the expiration of said 10-year period, or the cessation of production, said reserved mineral rights shall thereupon pass to and become the property of the then owners of the surface of the above-described land; also together with the right of ingress and egress for the purpose of exploring for, mining and producing the same;

with all its appurtenances, and warrant the title to the same; subject to taxes and assessments for 1976, and thereafter; special districts as of record; roads and rights-of-way for the same; and county zoning and subdivision regulations.

Signed this 19 th day of Febru	pary. 1977
Signed this /7 day di resid	0 17 10 00
Taella Tlax Heller	James C. Hillier, husband
Luella Plager Hillier, wife	
William IR Thagen	Basic M Player
Wilbur L. Plager, husband	Bessie M. Plager wife
C. I. P. C.	Dant Hear
Carroll Plager, husband	Jamet Plager, wife
Pussell &. Plager	Clarice Flagu
Gussel S. Slager	Clarice Plager, wife
Russell G. Plager, husband	
	Genevieve Judge, a single person

C

State Documentary

STATE OF OKLAHOMA) BOOK 708 PAGE 262 COUNTY OF PAYNE The foregoing instrument was acknowledged before me this _, 1977 by Luella Plager Hillier and James C. Hillier, day of Thefines wife and husband. WITNESS my hand and official seal. My commission expires: 6-23-99 TEXAS STATE OF INDIANA : SS. HIDALGO COUNTY OF MURRECAMOES The foregoing instrument was acknowledged before me this 14th day of February , 1977 by Wilbur L. Plager and Bessie M. Plager, husband and wife. WITNESS my hand and official seal. My commission expires: June 1, 1977 Bucca R. Belli BEULAH R. BALLI, Notary Public Hidalgo County, Texas STATE OF MINNESOTA) : SS. COUNTY OF MOWER ) The foregoing instrument was acknowledged before me this  $26^{\circ}$ ___, 1977 by Carroll Plager and Janet Plager, day of Johnson, 1977 by Carroll Plager and J husband and wife WITNESS my hand and official seal. My commission expires: 10-15-8/ Notary Public DOROTHY J. LORD NOTARY PUBLIC - MINNESOTA MOWER COUNTY STATE OF IOWA ) : SS. COUNTY OF POLK) The foregoing instrument was acknowledged before me this  $jq^{zz}$  day _, 1977 by Russell G. Plager and Clarice Plager, of <u>Jebruary</u> husband and wife. WITNESS my hand and official seal. PHILLIP IL HARD My commission expires: Sellap E. Hailno Notary Public STATE OF IOWA : SS. COUNTY OF BOONE) The foregoing instrument was acknowledged before me this 22 Mg day , 1977 by Genevieve Judge, a single person. WITNESS of Ochurs, 197 my hand and official seal. My commission expires: 9-30-79 PA

ELEANOR JIPP

Notary Public

900K 733 PAGE 204

# PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

THIS DEED is made by CLARICE R. PLAGER AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RUSSELL G. PLAGER, DECEASED, "Grantor," whose address is 5832 Harwood Drive, Des Moines, Iowa 50312, to CENTRAL NATIONAL BANK AND TRUST COMPANY, DES MOINES, IOWA, AND CLARICE R. PLAGER, AS TRUSTEES OF A TRUST CREATED BY LAST WILL AND TESTAMENT OF RUSSELL G. PLAGER, DATED 12/28/70 WHICH IS OF RECORD IN PROBATE NO. 79PR9 OF THE DISTRICT COURT OF LOGAN COUNTY, COLORADO, "Grantees," whose respective addresses are 5832 Harwood Drive, Des Moines, Iowa and Locust at Sixth, Des Moines, Iowa.

# WITNESSETH:

WHEREAS, by the above-named decedent's Last Will and Testament, dated December 28, 1970, which was admitted to probate on January 26, 1979 by the District Court of Logan County, Colorado, Probate No. 79PR9, Grantor was duly appointed Personal Representative of said estate on January 26, 1979 and is now qualified and acting in said capacity.

whereas, by Order of said Court, dated July 9, 1979, the Grantees were determined to be the persons entitled to distribution of the hereinafter described real property and Grantor was authorized and directed to distribute the same to Grantees.

NOW, THEREFORE, pursuant to said Order, Grantor hereby sells, conveys, assigns, and transfers to Grantees all of the right, title and interest the said Russell G. Plager owned at the time of his death in and to the oil, gas and other minerals more particularly described as follows:

1/10 interest in and to all oil, gas and other minerals lying in, on and under the following described property for a period of 20 years from and after the date of various Warranty Deeds executed and recorded in 1976 and 1977 and which contain such mineral reservations:

Logan County, Colorado:

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

Sec. 29: All

Sec. 30: E-

Township 6 North, Range 49 West of 6th P.M.:

Sec. 11: NW2

Sec. 13: NW4

Sec. 17: SE4

Sec. 23: NE and SE SE

Sec. 24: SISWI and NWISWI

Sec. 34: SW and Eb

Sec. 35:  $NE^{\frac{1}{2}}$  and  $W^{\frac{1}{2}}$ 

Dated this 9th day of July, 1979

Clarice R. Plager as Personal Representative of the Estate of Russell G. Plager, Deceased

STATE OF IOWA COUNTY OF PAK

ss.

The foregoing instrument was acknowledged before me this 9th day of July , 1979 by Clarice R. Plager as Personal Representative of the Betate of Russell G. Plager, Deceased. WITNESS my hand and official seal.

My commission expires:



Necery Public

State Documentary 1

Date 7-11-75

S. Mon.

800K 794 PARE 66

#### TRUSTEE'S DEED OF DISTRIBUTION

THIS DEED is made by UNITED CENTRAL BANK OF DES MOINES, N.A., formerly CENTRAL NATIONAL BANK AND TRUST COMPANY, DES MOINES, IOWA, AS SURVIVING TRUSTEE OF A TRUST CREATED BY LAST WILL AND TESTAMENT OF RUSSELL G. PLAGER, DATED 12/28/70, WHICH IS OF RECORD IN PROBATE NO. 79PR9 OF THE DISTRICT COURT OF LOGAN COUNTY, COLORADO, "Grantor," whose address is Locust at Sixth, Des Moines, IA 50309; to the following Grantees in the proportions indicated:

> An undivided one-third interest to BARBARA J. PLAGER whose address is 906 West Mount Airy Avenue, Philadelphia, PA 19119;

An undivided one-third interest to JOANNE C. FURKE whose address is 1224 South Seventh Street, Fargo, ND 58103; An undivided one-third interest to DEAN R. PLAGE whose address is 419 Lincoln Avenue, Portsmouth, 1'H 03801.

## WITNESSETH:

WHEREAS, the property hereinafter described was conveyed to Grantor and Clarice R. Plager (deceased) as Co-Trustees by a Personal Representative's Deed of Distribution, dated July 9, 1979 and recorded July 11, 1979 in Book 733 at page 204 of the Logan County, Colorado records; and

WHEREAS, the trust has now terminated by reason of the death of the said Clarice R. Plager; and the undersigned, the surviving Trustee, has been directed by Order of the District Court, Polk County, Iowa, dated September 5, 1984, to make distribution of remaining trust assets to the beneficiaries, being the Grantees above named.

NOW, THEREFORE, pursuant to said Order, Grantor hereby sells, conveys, assigns, and transfers to the Grantees above named all of the right, title and interest of said Grantor in and to the following described property:

1/10 interest in and to all oil, gas and other minerals lying in, on and under the following described property for a period of 20 years from and after the date of various Warranty Deeds executed and recorded in 1976 and 1977 and which contain such mineral reservations:

Logan County, Colorado:

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

Sec. 29: A11

Sec. 30: E}

Township 6 North, Range 49 West of 6th P.M.:

Sec. 11: NW

NW }

Sec. 13: Sec. 17: SE

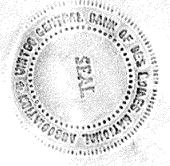
Sec. 23: NE and SE SE

Sec. 24: SISWI and NWISWI

SW and E

Sec. 34: Sec. 35: NE and W}

Dated this 27th day of _ December __, 1984



UNITED CENTRAL BANK OF DES MOINES, N.A., formerly CENTRAL NATIONAL BANK AND

TRUST COMPANY DES MOINES, IOWA Trust Officer

As Surviving Trustee of a Trust Created by Last Will and Testament of Russell G. Plager, Dated 12/28/70, Which is of Record in Probate No. 79PR9 of the District Court of Logan

County, Colorado

(C)

STATE OF IOWA )
: SS.
COUNTY OF POLK )

The foregoing instrument was acknowledged before me this 27th day of December , 1984 , by Larry M. Feterson , as

Trust Officer of United Central Bank of Des Moines, N.A., formerly Central National Bank and Trust, Des Moines, Iowa, as Surviving Trustee of a Trust Created by Last Will and Testament of Russell G. Plager, Dated 12/28/70 which is of record in Probate No. 79PR9 of the District Court of Logan County, Colorado. WITNESS my hand and official seal.

My commission expires:

MY COHMISSA PAGES 8-9-87

Notary Public

11:25 oʻclock A Logan County, Colo.

WARRANTY DEED

DONALD M. WISDOM and

IDA MAE WISDOM, HUSBAND AND WIFE

whose address is Rt. 1, Haxtun, CO 80731

*County of Logan

. State of

Colorado

, for the consideration of

TEN AND NO/100ths

dollars, in hand paid, hereby sell(st

and conveyex to CHARLES L. REYNOLDS and JACALYN M. REYNOLDS,

tenants in common, whose legal address is 129 Taylor, Sterling, CO 80751

County of Logan

, and State of Colorado,

the following real property in the

County of Logan

BUGK 792 PAGE 889

Colorado, to wit:

The NE%, Section 30, TP. 6N, R48W, of the Sixth P.M., Logan County, Colorado, SAVING, EXCEPTING AND RESERVING, however, unto Grantors an undivided one half (1/2) interest in and to all oil, gas and minerals lying in, on and under the above-described property, and which are presently owned by them, for a period of ten (10) years from and after the date hereof, and for so long thereafter as there shall continue to be production of the same; and upon the expiration of said 10-year period or the cessation of production, said reserved mineral interest shall thereupon pass to and become the property of owners of the premises herein; also, together with the means of ingress and egress for the purpose of exploring for, mining, and producing said mineral interest;

#### alsocknown deposits of succession and succession an

with all its appurtenances, and warrants) to title to the same, subject to taxes for 1984, payable in 1985, and all subsequent taxes; rights and liabilities by reason of inclusion in special districts as of record; roads and rights-of-way for the same; oil, gas and mineral reservations and conveyances, if any, and oil and gas leases, if any; and county zoning and subdivision regulations.

Signed this 12th

day of December

STATE OF COLORADO.

County of Logan

of Logan

, State of Colorado 1370

December

. 1984 . by DONALD M. WISDOM and IDA MAE WISDOM.

My commission expires 8-17-85 Witness my hand and official seal.

Manua & Miller

* If in Denver, insert "City and."

County

State Documentary Fee Date /A-/A-84

The foregoing instrument was acknowledged before me in the



## RESOLUTION No.: 99-50

# A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm



and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
  - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
  - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
  - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
  - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be

unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

- I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.
- J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Lyle Schumacher, Chairman

Roy A Wheeler

(Aye) (Nay)

James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Clerk and Recorder

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146



#### **EXHIBIT "A"**

## LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.



#### Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

## REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN

THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS		
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNTY		
RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGHT		
TO FARM RESOLUTION NO.		

#### **SELLER'S INFORMATION**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

#### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

148

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller_ Seller_		Date Date	
	I/WE ACKNOWLEDGE RECEIPT	OF A COPY OF THIS STATEMENT	
Buyer_ Buyer		Date	

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.

#### **EXHIBIT "C"**

# DISPUTE RESOLUTION PROCEDURES and REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

#### Resolution of Disputes and Procedure for Complaints and Investigation

## A. Nuisances which affect public health.

- (1) Complaints. A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.
- (2) Investigations. The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.
- (3) Declaration of Nuisance. If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.
- **B. Nuisances Not Involving Public Health.** The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.
- **C.** Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.





- 1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.
- (b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.
- 2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:
  - (a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;
  - (b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.
  - (c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.
  - (d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.
  - (e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

#### AFTER RECORDING RETURN TO

Andrew K. Fritsch, Esq. NextEra Energy Resources, LLC 700 Universe Blvd., LAW/JB Juno Beach, FL 33408 (561) 694-4678

(This space reserved for recording information)

#### **OPTION AND TRANSMISSION EASEMENT**

THIS OPTION AND TRANSMISSION EASEMENT ("Agreement") is dated this 215 day of September, 2020 ("Effective Date") by and between John E. Elliff, LLC, a Colorado limited liability company, with an address of 118 S. 2nd Street, Sterling, CO 80751 ("Grantor"), and Niyol Wind, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and collectively, as the "Parties".

#### RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Logan County, Colorado more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. **Option**. Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee an option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.
- a The initial term of the Option will be for one (1) year, commencing on the Effective Date ("Option Term").
- b. During the Option Term, Grantor hereby grants to Grantee and its employees, agents and contractors a non-exclusive easement for the right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property for the purposes of constructing the Facilities (as defined below); and (ii) performing such other tests and studies as Grantee may desire for the purposes of constructing the Facilities in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided

that such activities do not unreasonably interfere with Grantor's use of the Property; and provided, however, that Grantee shall not conduct any invasive tests without the express written approval of Grantor, which approval may be withheld in Grantor's sole discretion. Notwithstanding the foregoing, Grantee may specifically conduct the following testing without any further approval from Grantor: non-invasive geotechnical exploration, bat and avian studies, Colorado Parks and Wildlife nest setback surveys, ALTA property surveys, sound studies, Phase I Environmental Survey assessment, cultural resources assessment, oil and gas wells or hazmat reviews, Conservation Resource Program – USDA surveys, and utility crossing easement surveys, subject in all cases to compensation for crop damage as set forth in the Compensation Agreement.

- c. During the Option Term, Grantor may in the exercise of its sole discretion sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property ("**Transfer**") provided any such Transfer is subject to Grantee's rights under this Agreement. If Grantor elects to Transfer the Property during Option Term, Grantor shall deliver written notice of such Transfer to Grantee. In no event will Grantor, during the Option Term, grant a license, easement, option, leasehold, or other rights to the Property to any other utility, person, or entity seeking, directly or indirectly, to develop the Property for energy conversion or transmission of electricity, or negotiate with any other party with respect to such rights.
- d Provided that this Agreement has not been terminated, Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. The date of the Option Notice shall be the date on which the Easements will automatically become effective ("**Commencement Date**").
- e. If Grantee fails to exercise the Option within the Option Term, the Option, this Agreement and all the rights of Grantee as provided herein will automatically terminate.
- 2. **Easements**. Upon the exercise of the Option by Grantee, effective as of the Commencement Date, Grantor does hereby grant bargain, sell and convey unto Grantee, the following easements on, over, under, through, across, along and in the easement area shown and described on **Exhibit B** (as used herein, the Transmission Easement, Access Easement, Construction Easement and Overhang Easement, shall collectively be referred to as "**Easements**"):
- Grantor grants to Grantee a non-exclusive easement one hundred (100) feet in width a for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Facilities ("Transmission Easement") together with a non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the easement area by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("Access Easement"). The Transmission Easement and the Access Easement are located in, and the rights granted herein shall apply only to, the area of the Property described in Exhibit B ("Easement Area"). "Facilities" shall mean only such improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms, and telecommunication lines, computer data systems, radio relay systems, fiber, cables, and other structures related to the transmission of electrical power over the transmission lines on the Property (and not for other communications purposes), and other structures related to the transmission of electrical power. The

width of the Transmission Easement will not exceed one hundred (100) feet in width except in the area of appurtenances (e.g. guy wires), in which case the easement area may be extended up to an additional fifty (50) feet. No Easement will be deemed to grant to Grantee any right to construct any transmission line with corner or turns, and Grantee represents and warrants that the transmission lines constructed on the Property will cross the Property substantially in a straight line.

- b. Grantor grants to Grantee an exclusive easement for the right and privilege to permit the above ground Facilities to overhang the Property adjacent to and within the Easement Area ("Overhang Easement").
- c. Grantor grants to Grantee a temporary easement on, over, along and under the Easement Area for the following: (1) to construct and install Facilities and (2) to store material and equipment used solely for the construction of the Facilities on the Property during construction of the Facilities ("Construction Easement").
- Term of Easements: Termination of Easements. Unless earlier terminated under this Agreement, the Easements will terminate automatically and without the need of any action by either Grantor or Grantee thirty (30) years after the date of this Agreement, with three (3) extensions of ten (10) years each. Further, the Easements will automatically terminate if (i) construction on the Facilities has not commenced within two (2) years after the date of this Agreement, or (ii) Grantee permanently abandons any of the Easements herein granted and ceases to use the same, or (iii) the Agreement is deemed terminated pursuant to Section 1(c) or Section 1(e), or (iv) Grantee makes a general assignment for the benefit of creditors, commences any case, proceeding, or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property, or becomes the subject of any proceeding for relief that is not dismissed within sixty (60) days of its filing or entry, or is dissolved. In the event of five (5) or more separate instances of Breach by Grantee of its obligations hereunder and provided that such breaches all occur within a three (3) year period, this Agreement may be terminated by Grantor. "Breach" as used in this paragraph shall be defined as a "material" breach of Grantee's specific obligations contained herein, after written notice to Grantee from Grantor specifying the nature of the default, and provided that Grantee is given a reasonable period to cure each breach of at least thirty (30) days and Grantee fails to do so, and after providing notice and opportunity to cure to Mortgagee as set forth below. "Material" shall mean significant breach that poses a threat or danger of personal injury or damage to property. Material breaches shall not include those breaches that are merely technical violations of Grantee's obligations hereunder. Upon termination of this Agreement, all rights, title and interest hereunder of Grantee shall revert to the then-owner of the Property. Grantee hereby irrevocably appoints Grantor as its attorney-in-fact in connection with the recordation of the notice or termination of this Agreement, and irrevocably authorizes Grantor to record such notice or termination in the County where the Property is located. In the event of any other default under the terms hereof, Grantor may pursue an action against Grantee for damages or specific performance, and Grantor will be entitled to an award of its reasonable attorney's fees incurred in connection with such action, provided that Grantor is the prevailing party in such action. Except as specifically allowed by this Section 3, this Agreement and the Easements shall not be terminable by Grantor under any circumstances.
  - 4. **Ownership**. Grantor represents and warrants to Grantee that: (i) Grantor is the holder

of fee simple title to all of the Property, (ii) Grantor has the authority and right, without the joinder of any other party, to enter into this Agreement and grant the Option and the Easements. Except as expressly set forth herein, Grantor makes no representations, warranties or covenants with respect to the Property or Grantor's rights therein whether express or implied, and Grantee accepts the grant of the Easement and all other rights herein "as is," "where is" and "with all faults," and Grantor hereby expressly disclaims all such warranties. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted and which will not materially interfere with or endanger any of the Facilities or otherwise interfere with Grantee's rights hereunder. Further, to Grantor's actual knowledge and belief, without investigation of any nature, there are no other existing options, rights of first refusal, contracts to purchase, leases or mortgages that encumber the Property or would prevent Grantee from exercising its rights with respect to the Option and Agreement.

- 5. <u>Interference</u>. Subject to Grantee's compliance with and satisfaction of all of Grantee's obligations under this Agreement, during the Option Term, Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) materially interfere with, impair or prohibit the use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electricity to or from the Property over the Facilities; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, trees, structures, non-cultivated plants or other obstructions on the Property that would materially interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation(excluding cultivated crops) on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in the Easement Area that would materially interfere with Grantee's permitted use of the Easements as set forth in this Agreement, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion, subject to Grantee's payment of compensation as may be set forth in the Compensation Agreement. Notwithstanding the foregoing, Grantee acknowledges that Grantor may conduct farming operations in and around the transmission line, guy wires and poles. All rights not specifically and expressly granted in this Agreement are hereby reserved unto Grantor and shall be and remain the sole and exclusive rights of Grantor.
- 6. Grantee Obligations. Grantee shall timely construct, reconstruct, maintain, repair, and remove all improvements hereunder, including the Facilities, in a good and workmanlike manner. At all times, Grantee shall perform all of its obligations under this Agreement and all operations on the Property in strict conformity with all applicable laws, orders, regulations, rules, and standards. Within thirty (30) days after completion of the construction of any improvements hereunder, including the Facilities, Grantee shall deliver to Grantor an as-built survey for such improvements (the "As-Built Survey"). In no event will the Grantee allow any mechanic's or materialmen's liens to attach to or against the Property. In the event Grantee performs any construction, reconstruction, maintenance, repair, removal, or other work on the Property that results in the disturbance of any surface area of the Property or of any improvement (whether aboveground, surface, or underground) upon the Property, then Grantee shall thereafter promptly restore or repair the surface and improvements to substantially the same condition as existed prior to such work (specifically

including, but not limited to sprinklers, ditches, canals, culverts, access roads, etc.). Grantee shall maintain in good order, repair, appearance, and operating condition the Facilities and the Property. In addition, Grantee shall, at all times, maintain the surface elevation of the Property, correcting any settling or subsiding of the ground surface that may occur as a result of Grantee's use of the Easements. Time is of the essence of all of Grantee's obligations under this Agreement. The terms of this paragraph will survive termination of this Agreement.

- Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property, provided that any such mortgage, collateral assignment, encumbrance or grant will not be deemed to modify, limit, or affect any rights of Grantor or any obligations of Grantee under this Agreement. These various mortgages, liens, security interests in all or a part of the Property are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.
- 8. Assignment & Sublease. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "Assignment"), to one or more persons or entities (collectively "Assignee"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee, provided that such assignment is part of a transfer of the entire wind farm which utilizes the transmission facilities located on the Property.

#### 9. [Intentionally deleted]

10. **Indemnity & Insurance**. Grantee acknowledges and agrees that it shall indemnify and hold Grantor, its members, officers, employees, agents, guests, invitees, contractors (and their subcontractors), and each of the foregoing's heirs, successors and assigns ("Grantor Parties") harmless for any and all liability whether known or unknown, any and all claims, damages, liabilities, injuries, demands, settlements, judgments, awards, penalties, taxes, fees, fines, liens, losses or other obligations whatsoever together with costs and expenses, including reasonable fees and disbursements of counsel, accountants, financial advisors and other representatives, and expenses of investigation (collectively, "Claims"), incurred in connection with or arising in any manner from this Agreement, the Option, and the Easements, whether or not such Claims arise from the negligence of Grantor Parties or any other person or entity. Grantee shall not be liable to Grantor for any Claims to the extent caused by the willful and wanton acts or negligence of Grantor. Grantee shall procure and maintain commercial general liability insurance with broad form commercial general liability coverage or its equivalent covering claims for personal injury, bodily injury and property damage occurring in conjunction with the use of the easement and other rights granted by this Agreement (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained herein) in such amounts as may be reasonable but in any event of not less than \$3,000,000 for each occurrence combined single limit for personal injury, bodily injury or property damage. Insurance policies required by this paragraph will be

purchased from insurance companies licensed in the State of Colorado. The Grantee shall cause Grantor Parties to be named as an additional insured on such policies of insurance and will provide a certificate of insurance to Grantor annually. The provisions of this paragraph will survive any termination of this Agreement.

- Removal. If this Agreement is terminated, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after termination of this Agreement. The provisions of this paragraph will survive any termination of this Agreement.
- Notice is considered given either (i) when delivered in person to the recipient named in the Preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the Preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Grantor shall only be required to provide notice to a mortgagee under Section 3. above if grantee has provided the mortgagee's address for notice to grantor, which address shall be delivered consistent with this section.
- 13. <u>Severability</u>. If any term or provision of this Agreement, or the application thereof to any person or circumstance is, to any extent, determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- Governing Law: Disputes. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation, provided, however, that Grantor's engaging in such good faith negotiation will not be deemed to act as a waiver by Grantor of any of Grantor's rights hereunder, nor will the time for performance by Grantee under this Agreement, including any the time permitted for any cure of any default hereunder, be deemed tolled during the period of such negotiation. If the Parties are unable to resolve any dispute arising out of or in connection with this Agreement by such negotiation, each shall have all remedies available at law or in equity. Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement will be to the court of competent jurisdiction.
- 15. <u>Successors and Assigns</u>. The Easements and this Agreement will run with the Property and land affected and will be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.
- 16. **Entire Agreement**. Except for the Compensation Agreement, this Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement,

753046 01/06/2021 10:20 AM B: 01041 P: 229 EASE Page: 7 of 10 R \$58.00 D \$0.00 T \$58.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement will not be modified or amended except for in writing signed by the Parties or their successors in interest.

- 17. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which will be deemed the original, and all of which together will constitute a single instrument.
- 18. <u>Compensation</u>. The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties ("Compensation Agreement") which the Parties agree will not be recorded.
- 19. **Rights of Third Parties.** This Agreement does not and will not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against the Grantor because of any breach of this Agreement or because of any of the terms, covenants, agreement or conditions herein contained.

[Signatures Follow on Next Pages]

753046 01/06/2021 10:20 AM B: 01041 P: 229 EASE Page: 8 of 10 R \$58.00 D \$0.00 T \$58.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

EXECUTED effective the day and year first hereinabove written.

#### Grantor:

John E. Elliff, LLC, a Colorado limited liability company

By: John Elliff, Manager

**ACKNOWLEDGEMENT** 

STATE OF COLORADO

COUNTY OF PAYER ) ss:

The foregoing instrument was acknowledged before me this day of the day of th

(no SPENGER ALAN COOREMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134067667 MY COMMISSION EXPIRES OCTOBER 30, 2021

NOTARY PUBLIC, STATE OF COLORADO

Grantee:
Niyol Wind, LLC A Delaware limited liability company
By: Anthony Fedroni, Vice President
ACKNOWLEDGEMENT
STATE OF FLORIDA ) ) ss: COUNTY OF PALM BEACH )
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this day of of the body of the president of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.  (notary seal)  NOTARY PUBLIC, STATE OF FLORIDA
My commission expires:
LISA R. TAUBE  Commission # GG 041742  Expires November 8, 2020  Bonded Thru Troy Fain Insurance 800-385-7019

753046 01/06/2021 10:20 AM B: 01041 P: 229 EASE Page: 10 of 10 R \$58.00 D \$0.00 T \$58.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

#### **EXHIBIT A**

#### **Legal Description of Property**

### Parcel 1

The Southwest Quarter (SW¼) of Section 8, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Containing 160 acres, more or less.

Parcel ID: 7665100

#### Parcel 2

The Northeast Quarter (NE¼) of Section 30, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Containing 159 acres, more or less.

Parcel ID: 7623100

QLA: 7875

753650 02/09/2021 10:36 AM B: 01041 P: 833 NOT Page: 1 of 4 R \$28.00 D \$0.00 T \$28.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

#### **AFTER RECORDING RETURN TO**

Andrew Fritsch, Esq. NextEra Energy Resources, LLC 700 Universe Blvd., LAW/JB Juno Beach, FL 33408

(This space reserved for recording information)

#### NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION is made and dated as of the 1st day of February, 2021 ("Option Notice") by Niyol Wind, LLC, a Delaware limited liability company, a Delaware limited liability company, with an address of 700 Universe Boulevard, Attn: Land Services, Juno Beach, FL 33408 ("Grantee") for the purposes of giving notice to John E. Elliff, LLC, a Colorado limited liability company ("Grantor") of the following:

- 1. Grantor and Grantee entered into that certain Option and Transmission Easement dated October 21, 2020, and recorded January 6, 2021, Reception No. 753046 in the Official Records of Logan County, Colorado ("Agreement"), whereby Grantor granted to Grantee an exclusive option to acquire easements ("Option") over that certain real property located in Logan County, Colorado, as more specifically described in Exhibit "A" as attached hereto ("Property").
- 2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.
- 3. Pursuant to Section 1(d) of the Agreement, this Option Notice shall constitute written notice of Grantee's exercise of its exclusive right to acquire the "Easements" referenced in Section 2 of the Agreement.
- 4. Pursuant to Section 1(d) of the Agreement, the Commencement Date is hereby declared to be February 1, 2021.
- 5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the

753650 02/09/2021 10:36 AM B: 01041 P: 833 NOT Page: 2 of 4 R \$28.00 D \$0.00 T \$28.00 Pamela M. Bacon Clerk & Recorder, Logan County, Co

Parties. The terms Parties, Grantor and Grantee include any successors or predecessors of the Parties, Grantor and Grantee, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

#### Grantee:

Niyol Wind, LLC, a Delaware limited liability company

By:

Anthony Pedroni, Vice President

## **ACKNOWLEDGEMENT**

STATE OF FLORIDA	)
	) s:
COUNTY OF PALM BEACH	)

The forgoing instrument was acknowledged before me this _____ day of January, 2021, before by means of ☑ physical presence or online □ notarization, by Anthony Pedroni, as Vice President of Niyol Wind, LLC, a Delaware limited liability company, on behalf of the limited liability company.

KIM L. OTTO
MY COMMISSION # GG 936070
EXPIRES: Merch 28, 2024
Bonded Thru Notary Public Underwriters

Notary Public
My Commission expires:

[SEAL]

#### EXHIBIT "A"

## **Legal Description of Grantor's Property**

## Parcel 1

The Southwest Quarter (SW¹/₄) of Section 8, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Parcel ID: 7665100

#### Parcel 2

The Northeast Quarter (NE¹/₄) of Section 30, Township 6 North, Range 48 West of the 6th P.M., Logan County, Colorado.

Parcel ID: 7623100

## PARCEL #4--TITLE COMMITMENT

#### **SCHEDULE A**

File No: 223205

2.	Policy (or Policies) to be issued:	POLICY AMOUNT

(a) ALTA OWNER'S POLICY Proposed Insured:

Commitment Date: September 16, 2022, 07:00 am

- (b) ALTA LOAN POLICY Proposed Insured:

  Proposed Borrower:
- (c) Proposed Insured:

1.

- 3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **ABE Elliff, LLC, a Colorado limited liability company**
- 4. The land referred to in the Commitment is described as follows:

Township 6 North, Range 48 West, 6th P.M., Logan County, Colorado Section 28: SW1/4

Property Address: SW1/4 28-6-48, Logan County, CO

Premiums
To Be Determined Commitment \$300.00
\$300.00

Countersigned Northeast Colorado Title Company, LLC

Authorized Signature

File No: 223205

## **Westcor Land Title Insurance Company**

#### COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: September 16, 2022, 07:00am

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

- 1. 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 acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
- 7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 8. Reservations, if any, as stated in The United States of America patent recorded October 18, 1890 as Certificate No. 7565.
- 9. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in <u>Book 925 at Page 430</u> of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
- 10. Taxes and assessments for the year 2022 a lien but not yet due and payable.

#### NOTE: Pursuant to CRS 10-11-122, NOTICE IS HEREBY GIVEN THAT:

- (A) The subject property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or County Treasurer's authorized agent.
- (C) Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

# THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

CERTIFICATE ) Witherens Abraham S. Erb of Logan County, Colorado No. 756 57

hal deposited by the General Land Office of the United States a Certificate of the Register of the Land Office al Leyger, Cologa cho whereby it appears that full payment has been made by the said Aboaham D. Orb

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "Az Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of hection twenty gight my Journship, six North of Bange fortiff eight West of that Sight Frincipal Meridian in Colorado, childriche one hun-I dred and sufty acres.

according to the Official Plat of the Survey of the said Lands, returned to the Gengral Land Office by the Surveyor General, which said Tract has been purchased by the said Albaham S. Exb

How know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Ibraham D. Orb

heirs, the said Tract above described: To have and to hold the same, together with plf the rights, privileges, impunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Abraham S. Est

and to he's heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof F. Deny anin Ho arcism

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

Given under my hand, at the City of Washington, the eighteenth , in the year of our Lord one thousand day of October , and of the Independence of the eight hundred and weity United States the one hundred and Sefteenth

By the President: Denganin Harrison

La Couvell , Recorder of the General Land Office.



## RESOLUTION No.: 99-50

# A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm



and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
  - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
  - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
  - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
  - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be

unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

- I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.
- J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Cyfe Schumacher, Chairman

Roy A. Wheeler

(Aye)(Nay)

James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Clerk and Recorder

©

172



#### **EXHIBIT "A"**

## LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.



#### Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

## REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN

THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS		
	·	
THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN CO	UNTY	
RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY	RIGHT	
TO FARM RESOLUTION NO		

#### SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

#### LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

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Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

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The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller_ Seller_		Date Date	
	I/WE ACKNOWLEDGE RECEIPT	OF A COPY OF THIS STATEMENT	
Buyer_ Buyer		Date	

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.

### **EXHIBIT "C"**

# DISPUTE RESOLUTION PROCEDURES and REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

### Resolution of Disputes and Procedure for Complaints and Investigation

### A. Nuisances which affect public health.

- (1) Complaints. A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.
- (2) Investigations. The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.
- (3) Declaration of Nuisance. If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.
- **B.** Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.
- **C.** Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

637374 69/22/1999 11:10A B925 P430 RES 8 of 9 R 0.00 D 0.00 N 0.00 Logan County



- 1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.
- (b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.
- 2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:
  - (a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;
  - (b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.
  - (c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.
  - (d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.
  - (e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

### PARCEL #5--TITLE COMMITMENT

### ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent:

Yuma County Abstract Company

Issuing Office:

130 East 4th Street, Wray, CO 80758

Issuing Office's ALTA® Registry ID:

Loan ID Number:

N/A

Commitment Number: Issuing Office File Number: 20145 20145

Property Address:

See Exhibit "A" Attached Hereto

Revision Number:

1. Commitment Date: September 19, 2022 at 8:00 A.M.

2. Policy to be issued:

**Proposed Policy Amount** 

TBD

Proposed Insured:

(a) ALTA Owner's Policy

To be determined

T.B.D.

(b) ALTA Loan Policy

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

Fee Simple

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

ABE Elliff LLC, a Colorado limited liability company

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

**ALTA OWNERS POLICY** 

\$500.00

Basic - To Be Determined Deposit TAX CERTIFICATE

\$10.00

**COPIES** 

\$1.00

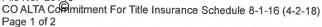
TOTAL

\$511.00

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

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AMBRICAS

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

### EXHIBIT A SCHEDULE A

### **LEGAL DESCRIPTION**

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

### TOWNSHIP 5 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 11: NE1/4;

**SUBJECT TO** County Road 59 along the North side and County Road H along the East side of said Section 11;

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



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

ISSUED BY STEWART TITLE GUARANTY COMPANY

### **Exceptions**

File No.: 20145

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B. Part I - Requirements are met.
- 2. Rights or claims of parties in possession, not shown by the public records.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Water rights, claims or title to water.
- 8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
- 9. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 45 at Page 430, Yuma County, Colorado records.
- 11. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
- 12. Rights of the public in and to County Road 59 and County Road H.

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

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

### **Exceptions**

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





00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 1 of 4 CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

Return recorded document to ABE Elliff LLC 173 N. Marion Street Denver, Colorado 80218

### CORRECTIVE QUITCLAIM DEED

This instrument is made by and between the following parties, hereinafter collectively referred to as "Grantors":

J. Eric Elliff 173 N. Marion Street Denver, Colorado 80218

Anne Elliff Nicholas 245 Turkey Hill Road Haddam, Connecticut 06438

Brian E. Elliff 7919 Asbury Hills Drive Cincinnati, Ohio 45255

and ABE Elliff LLC, a Colorado limited liability company with an address of 173 N. Marion Street, Denver, Colorado 80218, hercinafter referred to as "Grantee".

#### WITNESSETH

WHEREAS, Grantors represent but do not warrant that they are the owners in equal undivided shares of the following property (the "Lands") located in Yuma County, Colorado, to wit:

Township 5 North. Range 48 West. 6th P.M.

Assessor's Parcel No.

Section 11: NE/4

R518038

Section 13: NW/4

R518047; and

WHEREAS, Grantors desire to convey all their interest in the Lands as a contribution to the capital of Grantee;

NOW, THEREFORE, for and in consideration of the premises and for the sum of one dollar, the receipt and sufficiency of which being hereby confessed and acknowledged, Grantors (and each of them jointly and singularly) hereby grant, convey and quitclaim unto Grantee all of Grantors' right, title and interest in and to the Lands described above together with all appurtenances thereunto belonging, including, without limitation, all right to receive all rents and profits therefrom payable under the terms of any existing agricultural lease covering the Lands or any portion thereof.

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 2 of 4 CORDEED R 25:00 S 1:00 ST 2:00 D 0:00

TO HAVE AND TO HOLD the property herein conveyed unto Grantee, its successors and assigns, FOREVER, subject to real property taxes on the Lands for the 2021 tax year and subsequent years, an existing agricultural lease to Wernsman Farms, LLC, a Colorado limited liability company, and to all other matters of record. This conveyance is made without warranty of title, express or implied.

This Corrective Quitclaim Deed is given to correct errors made in that certain Quitclaim Deed dated October 28, 2021 and recorded November 19, 2021 in the records of Yuma County, Colorado at Reception No. 00583030 and shall be deemed to supersede and replace said conveyance.

Done this 6th day of December, 2021 to be effective October 28, 2021.

**GRANTORS** 

GRANTEE

19 query

ABE ELLIFF LLC

U. B.I.O DILLII

By: J. Eric Elliff Title: Member

Anne Elliff Nicholas

///

Brian I: Elliff

By: Anne Ellit Nicholas

Title: Member

By: Brian F. Ellift

Title: Member

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 3 of 4 CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

STATE OF COLORADO )
COUNTY OF
The foregoing instrument was acknowledged before me this day of, 2021, by J. Eric Elliff individually and as a Member of ABE Elliff LLC, a Colorado limited liability company, on behalf of the Company.
Witness my hand and official seal.
My commission expires: $94012023$
JENNIFER JANTZ Notery Public State of Colorado Notery ID # 20194012254 My Commission Expires 04/01/2023
STATE OF Connecticut )  COUNTY OF MIABUSEC )
The foregoing instrument was acknowledged before me this 35 th day of November, 2021, by Anne Elliff Nicholas individually and as a Member of ABE Elliff LLC, a Colorado limited liability company, on behalf of the Company.
Witness my hand and official seal.
My commission expires: 8 31 22  Notar Public John Ricciardelt

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 4 of 4 CORDEED R 25:00 S 1:00 ST 2:00 D 0:00

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The foregoing instrument was acknowledged before me this day of 2021, by Brian E. Elliff individually and as a Member of ABE l'Iliff LLC, a Colorado limited liability company, on behalf of the Company.

Witness my hand and official seal.

My commission expires: 1/-1/2035

NER-NOTAGE OF THE PROPERTY OF

Meia Unca-

©	PATENT  PATENT  PATENT  PATENT  1  PATENT  PAT	Committee in Page 429
187	How 15-1913	Date Mary 9-1911
Page 42	PATENT MOUNT MOUNT	Page 730
609,	Deciption 76" 11-5 N-48 W	1600
2161-6.	Maria-1913	Date Mug 24-1891

### PARCEL #6--TITLE COMMITMENT

### ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent:

Yuma County Abstract Company

Issuing Office:

130 East 4th Street, Wray, CO 80758

Issuing Office's ALTA® Registry ID:

Loan ID Number:

N/A

Commitment Number:

20146

Issuing Office File Number:

20146

Property Address:

See Exhibit "A" Attached Hereto

Revision Number:

1. Commitment Date: September 19, 2022 at 8:00 A.M.

2. Policy to be issued:

**Proposed Policy Amount** 

**TBD** 

Proposed Insured:

(a) ALTA Owner's Policy

To be determined

T.B.D.

(b) ALTA Loan Policy

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

Fee Simple

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

ABE Elliff LLC, a Colorado limited liability company

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

**ALTA OWNERS POLICY** 

\$500.00

Basic - To Be Determined Deposit TAX CERTIFICATE

\$10.00

**COPIES** 

\$4.00

TOTAL

\$514.00

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

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

# EXHIBIT A SCHEDULE A

### **LEGAL DESCRIPTION**

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

### TOWNSHIP 5 NORTH, RANGE 48 WEST OF THE 6TH P.M.

SECTION 13: NW1/4;

**SUBJECT TO** County Road H along the West side of said Section 13;

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



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

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### **Exceptions**

File No.: 20146

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Rights or claims of parties in possession, not shown by the public records.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Water rights, claims or title to water.
- 8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
- 9. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patent recorded in Book 78 at Page 27, Yuma County, Colorado records.

(continued on next page)

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

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### **Exceptions**

- 11. Right of Way Easement, whether in fee or easement only, and the right to construct, operate and maintain an electric transmission or distribution line or system in or upon the NW½ Section 13, Township 5 North, Range 48 West of the 6th P.M., and the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, as granted to Highline Electric Association in instrument dated June 3, 1949, recorded February 14, 1950 in Book 313 at Page 497, Yuma County, Colorado records, and any assignment thereof or interest therein.
- 12. An undivided one-half of all oil, gas and other minerals in, under and upon the NW¼ Section 13, Township 5 North, Range 48 West of the 6th P.M., together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same, as reserved by Louis Nielsen and Blanche Nielsen in Warranty Deed dated September 6, 1956, recorded September 10, 1956 in Book 365 at Page 393, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
- 14. Rights of the public in and to the use of County Road H.

15.	Terms, agreements, cond	ions, provisions and obligations as set forth in unrecorded Contract to Buy and Se	ااد
	Real Estate dated	between Buyer to be determined and ABE Elliff LLC, a Colorado limited liabilit	h
	company, Seller.		٠,

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





er, BEVERLY WENGER Page 1 of 4

CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

Return recorded document to ABE Elliff LLC 173 N. Marion Street Denver, Colorado 80218

### CORRECTIVE QUITCLAIM DEED

This instrument is made by and between the following parties, hereinafter collectively referred to as "Grantors":

> J. Eric Elliff 173 N. Marion Street Denver, Colorado 80218

Anne Elliff Nicholas 245 Turkey Hill Road Haddam, Connecticut 06438

Brian E. Elliff 7919 Asbury Hills Drive Cincinnati, Ohio 45255

and ABE Elliff LLC, a Colorado limited liability company with an address of 173 N. Marion Street, Denver, Colorado 80218, hercinaster referred to as "Grantee".

#### WITNESSETH

WHEREAS, Grantors represent but do not warrant that they are the owners in equal undivided shares of the following property (the "Lands") located in Yuma County, Colorado, to wit:

Township 5 North. Range 48 West. 6th P.M. Assessor's Parcel No.

Section 11: NE/4

R518038

Section 13: NW/4

R518047; and

WHEREAS, Grantors desire to convey all their interest in the Lands as a contribution to the capital of Grantee;

NOW, THEREFORE, for and in consideration of the premises and for the sum of one dollar, the receipt and sufficiency of which being hereby confessed and acknowledged, Grantors (and each of them jointly and singularly) hereby grant, convey and quitclaim unto Grantee all of Grantors' right, title and interest in and to the Lands described above together with all appurtenances thereunto belonging, including, without limitation, all right to receive all rents and profits therefrom payable under the terms of any existing agricultural lease covering the Lands or any portion thereof.

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 2 of 4 CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

TO HAVE AND TO HOLD the property herein conveyed unto Grantee, its successors and assigns, FOREVER, subject to real property taxes on the Lands for the 2021 tax year and subsequent years, an existing agricultural lease to Wernsman Farms, LLC, a Colorado limited liability company, and to all other matters of record. This conveyance is made without warranty of title, express or implied.

This Corrective Quitclaim Deed is given to correct errors made in that certain Quitclaim Deed dated October 28, 2021 and recorded November 19, 2021 in the records of Yuma County, Colorado at Reception No. 00583030 and shall be deemed to supersede and replace said conveyance.

Done this 6th day of December, 2021 to be effective October 28, 2021.

**GRANTORS** 

**GRANTEE** 

ABE ELLIFF LLC

By: J. Eric Elliff Title: Member

By: Anne Ellit Micholas

Member

Title: Member

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 3 of 4 CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

STATE OF COLORADO )
COUNTY OF
The foregoing instrument was acknowledged before me this day of, 2021, by J. Eric Elliff individually and as a Member of ABE Elliff LLC, a Colorado limited liability company, on behalf of the Company.
Witness my hand and official seal.
My commission expires: $94012023$
JENNIFER JANTZ Notery Public State of Colorado Notery ID # 20194012254 My Commission Expires 04/01/2023
STATE OF Connecticut )  COUNTY OF MIdduser )
The foregoing instrument was acknowledged before me this 35 th day of November, 2021, by Anne Elliff Nicholas individually and as a Member of ABE Elliff LLC, a Colorado limited liability company, on behalf of the Company.
Witness my hand and official seal.
My commission expires: \$ 31 22
Notar Public JoAnn Ricciardelli

00583159 12/6/2021 3:52 PM Yuma County Recorder, BEVERLY WENGER Page 4 of 4 CORDEED R 25.00 S 1.00 ST 2.00 D 0.00

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The foregoing instrument was acknowledged before me this (a) day of 2021, by Brian E. Elliff individually and as a Member of ABE liliff LLC, a Colorado limited liability company, on behalf of the Company.

Witness my hand and official seal.

My commission expires: 1/-/-2035

Notary Public

Description &6" Les 25-171-4474, 160 W. Description 1174 Sec 13-5-7-48 M. 160 A United States To Chiming True Marter is const -United States To Filed Dec 15-19/0 Dec 20-19/5. Town L. Williams PATENT Page 28 Page 27 196

Feb.

8:00 A.M.

Book 313,

Louis Nielsen

Haghline Electric Assoc-iation, a cooperative comporation

RIGHT OF WAY EASEMENT.

Dated Jun. 3, 1949.
Ack'd Jun. 3, 1949, before
Kayle R. Russell, N. P., Phillips Co., Colo. Sea7 .

Comm. expires Nov. 12, 1951.

0000 Sec. 24, Twp. 5 N. R. 48 W.; Sec. 13, Twp. 5 N. R. 48 W.; Sec. 13, Twp 5 N. R. 48 W.;

lands and in or upon all streets, roads or highways abutting said lands, an electric transmissionor distribution line or syscut down from time to time all dead, weak, leaning or dangerous essary to keep them clear of said electric line or system and to and to construct, operate and maintain on the above described trees that are tall enough to strike the wires in falling. tem, and to cut and trim trees and shrubbery to the extent nec-

BOOK 365 FLAT 393

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That IOUIS NIELSEN and BLANCHE NIELSEN, of the County of Yuma, State of Colorade, for the Consideration of Ten Bollars (\$10.00) and other good and valuable considerations, in hand paid, hereby sell and convey to DONALD M. WISDOM and IDA MAE WISDOM, of the County of Logan, and State of Colorado, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns, and the heirs and assigns of such survivor forever, the following real property situate in the County of Yuma, State of Colorado, to-wit:

The Southeast Quarter (SE1), and the Northwest Quarter (NW1) of Section Thirteen (13), and the Northeast Quarter (NE1) of Section Twenty-four (24), all in Township Five (5) North, Kangs Forty-eight (48) West of the Sixth Principal Meridian.

EXCEPTING AND RESERVING unto the grantors herein, their heirs and assigns, are undivided one-half of all oil, gas and other minerals in, under and upon the above described lands, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same. The interest to be reserved by grantors, however, being a non-participating interest, in that the grantors shall not share in the delay rentals, bonness or leasing of said premises; provided, however, that the grantees shall include the grantors' interest in any oil and gas lease executed by them, and such lease shall never provide for royalty of less than one-eighth (1/6) of all oil, gas and other minerals produced in, on or under the above described tract, and

Except a tract of land containing 0.57% acres, more or less, in the Mortheast Quarter (NE%) of Section Twenty-four (2%), Township Five (5) North, Range Forty-eight (\$\beta\$) West of the Sixth Principal Maridian, more particularly described as follows: Beginning at a point on the north line of Section Iwenty-four (2%), Township Five (5) North, Range Forty-eight (\$\beta\$) West from which point the Northeast corner of Section Iwenty-four (2%) bears north 89° 56' mast a distance of 98.9 feet; thence South 10° 0%; East a distance of 253.9 feet; thence South 10° 0%; East a distance of 253.9 feet; south 89° 56' and parallel to the center line of the project, south 89° 56' a distance of 100.0 feet; thence North 10° 0%; West a distance of 253.9 feet; thence along the center line of the project, North 89° 56' East a distance of 100.0 fest, more or less, to point of beginning 0.57% Acres, more or less, which 0.083 acres are in the Right of Way of the present road, and

Excepting a further tract of land described as: Beginning at a point on the north line of the right of way of Highway #59 as now laid out and established, which point is 30 feet North and 30 feet West of the Southeast comer of Seqtion Thirteen (13), Township Five (5) North, Range Forty-eight (18) West of the Sixth Principal Meridian, and is the point of intersection of the said North line of said State Highway #59 with the west line of the right of way of the County Highway running along the west side of said Section Thirteen (13) as now laid out and established; running thence North along said West thence southwesterly to a point on the North line of said right of way of said Highway #59, which point is 160 feet West of the point of beginning;

running thence East along said north line of said right of way 160 feet, to the point of beginning,

With all its appurtenances, and warrant the fittle to the same, subject to an Oil and Cas Lease of record;

Subject to Right of Way Easement to the Highline Electric Association.

Subject to the rights and liabilities accruing by reason of inclusion of the above described premises in the Haxtun Fire Protection istrict.

Subject to taxes for the year 1956, due and payable in the year 1957, and thereafter.

Subject to Deed of Trust to the Public Trustee of Tuma County, Colorado, for the use of Van Schaeck & Company, dated July 13, 1955, in the principal sum of \$16,000.00, which deed of trust is recorded in Book 357 at Page 53 of the records of Yuma County, Colorado.

Subject to the right of the existing tenant to two-thirds (2/3) of the crops presently growingon the above described premises.

Signed and delivered this 6th dayof September, A. D. 1956.

Lauche Mielsen

STATE OF GOLGRADO)

COUNTY OF LOGAN

day of September, 1956, by Louis Nielsen and Blanche Nielsen.

Witness my hand and official seal.

My commission expires Of 26, 1960 Notary Public

