

**DETAIL BROCHURE  
SCOTT IRRIGATED &  
DRYLAND AUCTION  
PRINTED: October 11, 2022**

**Bidding Opens: October 27, 2022, 8 am MT  
Bidding Closes: October 27, 2022, 12 noon MT**



# SCOTT IRRIGATED & DRYLAND AUCTION

Phillips County, Colorado

TO BE SOLD AT

## MULTI PARCEL AUCTION with RESERVE

ON

Bidding Opens: October 27, 2022, 8 am MT  
Bidding Closes: October 27, 2022, 12 noon MT

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



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

## TABLE OF CONTENTS

TERMS AND CONDITIONS .....	1-2
LOCATION MAP .....	3
PARCEL #1—PLAT MAP & INFORMATION .....	4-5
PARCEL #2—PLAT MAP & INFORMATION .....	6-7
PARCEL #3—PLAT MAP & INFORMATION .....	8-9
SOILS MAPS.....	10-13
WELL PERMIT #19242-FP .....	14-19
WELL PERMIT #19378-FP .....	20-26
CONTRACT TO BUY & SELL REAL ESTATE (LAND) .....	27-47
BROKER DISCLOSURE .....	48-49
BIDDER APPROVAL REQUEST.....	50
TITLE COMMITMENT—PARCEL #1 .....	51-53
TITLE COMMITMENT—PARCEL #2.....	54-70
TITLE COMMITMENT—PARCEL #3.....	71-73

## 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.***

**ONLINE AUCTION SALE TERMS/PROCEDURE:** The SCOTT IRRIGATED & DRYLAND AUCTION is a land auction with RESERVE. The property will be offered in 3 separate parcels (not offered in combination). 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.

To bid at the online auction:

- a. Download RECK AGRICULTURE MOBILE APP through the Apple App Store or Google Play OR visit [www.reckagri.com](http://www.reckagri.com) and click on the SCOTT IRRIGATED & DRYLAND AUCTION property page to register to bid.
- b. Your registration must be approved by Reck Agri Realty & Auction before you may bid. See Bidder Requirements below.
- c. 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:

- a. Review and agree to the terms and conditions of the Detail Brochure;
- b. Provide Reck Agri Realty & Auction verification of available funds to purchase the property and/or bank loan approval letter with no contingencies; and
- c. 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. Detail Brochure may be obtained by visiting [www.reckagri.com](http://www.reckagri.com) or by calling Reck Agri Realty & Auction.

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

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

**CLOSING:** Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before **December 2, 2022**. Closing to be conducted by Phillips County Abstract 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 additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the Detail Brochure and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land).

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.

**POSSESSION:** Possession shall be upon closing for Parcels #2 and #3. Possession of the land after use of the cornstalks in early 2023 on Parcel #1.

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

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

**WATER RIGHTS & EQUIPMENT:** Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property for irrigation use, including but not limited to the following: Well Permit #19242-FP (Parcel #1) and #19378-FP (Parcel #2). The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources and the local groundwater district. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates/adequacy of irrigation wells and condition of all irrigation equipment. Seller to provide list of irrigation equipment to be included and excluded.

**GROWING CROPS:** Tenant has rights to all crops currently on the property; tenant has rights to graze/bale cornstalks on Parcel #1.

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

**REAL ESTATE TAXES:** 2022 real estate taxes to be paid by Seller; Buyer(s) to pay all of real estate taxes for 2023 and thereafter.

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

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

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

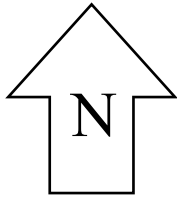
**ACREAGES:** All stated acreages utilized in marketing materials and visual presentation at the auction are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property.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

**BIDDER REQUIREMENTS:** Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at [www.reckagri.com](http://www.reckagri.com), or by calling Reck Agri Realty & Auction.

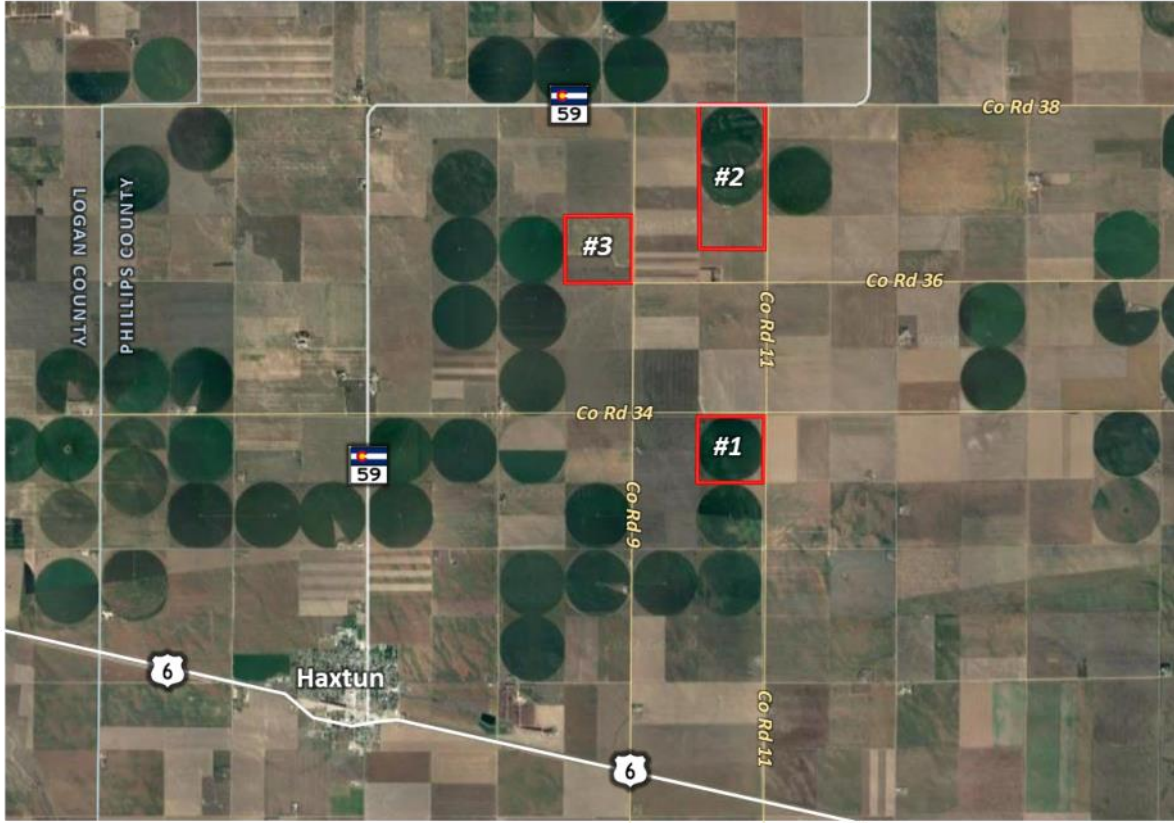
**ANNOUNCEMENTS:** The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location and plat maps are not intended as a survey and are for illustrative purposes only. All prospective Buyer(s) should verify all information contained herein, and are urged to fully inspect the property, its condition and to rely on their own conclusions. All equipment and improvements are to be sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a *Transaction Broker*. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the SCOTT IRRIGATED & 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.

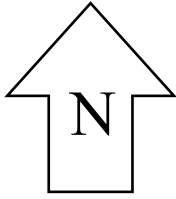
**1031 SELLER NOTIFICATION - 1031 EXCHANGE:** It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to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

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# LOCATION MAP





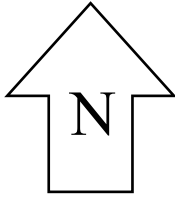
## PARCEL #1 - PLAT MAP





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

<b>LEGAL DESCRIPTION:</b>	NE1/4 Section 14, Township 8 North, Range 47 West of the 6th PM, Phillips County, CO. See Pages 51-53 for legal description, title commitment, and title exceptions.
<b>ACREAGE:</b>	<div> <div>127.7± Acres Pivot Irrigated</div> <div>15.0± Acres Dryland Corners</div> <div>14.1± Acres Grass Corners w/ Trees</div> <div><u>3.2±</u> Acres Roads/Waste</div> <div>160.0± Acres Total</div> </div>
<b>LAND TENURE:</b>	Soils consist of mostly Class III & IV. See Soils Map on Page 10.
<b>TAXES:</b>	2021 real estate taxes payable in 2022 were: \$4,486.20— including \$1,885.00 for RRWCD and \$60.00 for Frenchman GWMD.
<b>FSA INFORMATION:</b>	FSA bases: 101.53 ac corn w/ 145 bu PLC yield, 9.89 ac wheat w/ 42 bu PLC yield, and 9.35 ac sunflower w/ 785# PLC yield.
<b>IRRIGATION WATER &amp; EQUIPMENT:</b>	Irrigation Well Permit #19242-FP appropriated for 400 ac-ft, pumping 680± GPM. See Pages 14-20 for copy of the final well permit, well log, recent well efficiency test, historical diversions graph, and flow meter test. 1994 Zimmatic sprinkler (8-tower), nozzled for 650± GPM, Newman 100 HP electric motor/pump.
<b>COMMENTS:</b>	Tenant has right to bale/graze stalks. Possession early 2023. Irrigation sprinkler is owned by tenant and is included with the bid price; will be conveyed with the property via Bill of Sale, at closing.
<b>STARTING BID:</b>	\$775,000

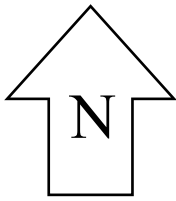


## PARCEL #2 - PLAT MAP



**PARCEL #2**  
**PROPERTY INFORMATION**

<b>LEGAL DESCRIPTION:</b>	<p>Lots 1 &amp; 2, NE1/4, N1/2SE1/4 Section 2, Township 8 North, Range 47 West of the 6th PM, Phillips County, CO.</p> <p>See Pages 54-70 for legal description, title commitment, and title exceptions.</p>										
<b>ACREAGE:</b>	<table> <tr> <td>205.0±</td><td>Acres Irrigated Under 2 Pivots</td></tr> <tr> <td>109.2±</td><td>Acres Dryland</td></tr> <tr> <td>20.0±</td><td>Acres Dry/Grass Corners</td></tr> <tr> <td><u>2.0±</u></td><td>Acres Roads/Waste</td></tr> <tr> <td>336.2±</td><td>Acres Total</td></tr> </table> <p><i>FSA acres shown; pivot irrigated acres are estimated. Actual assessed acres are 298±.</i></p>	205.0±	Acres Irrigated Under 2 Pivots	109.2±	Acres Dryland	20.0±	Acres Dry/Grass Corners	<u>2.0±</u>	Acres Roads/Waste	336.2±	Acres Total
205.0±	Acres Irrigated Under 2 Pivots										
109.2±	Acres Dryland										
20.0±	Acres Dry/Grass Corners										
<u>2.0±</u>	Acres Roads/Waste										
336.2±	Acres Total										
<b>LAND TENURE:</b>	<p>Soils consist of Irrigated Class II &amp; III, Dryland mostly Class IV. See Soils Map on Pages 11-12.</p>										
<b>TAXES:</b>	<p>2021 real estate taxes payable in 2022 were: \$6,760.60 – including \$2,501.24 for RRWCD &amp; \$90.00 for Frenchman GWMD.</p>										
<b>FSA INFORMATION:</b>	<p>FSA bases: 217.76 ac corn w/ 145 bu PLC yield, 21.22 ac wheat w/ 42 bu PLC yield, and 20.05 ac sunflower w/ 758# PLC yield.</p>										
<b>IRRIGATION WATER &amp; EQUIPMENT:</b>	<p>Irrigation Well Permit #19378-FP appropriated for 600 ac-ft, pumping 650± GPM. See Pages 21-27 for copy of final well permit, well log, recent well efficiency test, historical diversions graph, and flow meter test. Two—2017 T-L sprinklers (8-towers each), U.S. 100 HP electric motor/pump.</p>										
<b>COMMENTS:</b>	<p>Tenant has right to bale/graze stalks. Possession early 2023. Irrigation sprinklers are owned by tenant and is included with the bid price; will conveyed with the property via Bill of Sale, at closing.</p>										
<b>STARTING BID:</b>	<p>\$1,100,000</p>										



## PARCEL #3 - PLAT MAP



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

**LEGAL  
DESCRIPTION:**

SE1/4 Section 3, Township 8 North, Range 47 West of the 6th PM,  
Phillips County, CO.

See Pages 71-73 for legal description, title commitment, and title exceptions.

**ACREAGE:**

101.8±	Acres Dryland
56.6±	Acres Grass
<u>1.6±</u>	Acres Roads/Waste
160.0±	Total Acres

**LAND TENURE:**

Soils consist of mostly Class III & IV.  
See Soils Map on Page 13.

**TAXES:**

2021 real estate taxes payable in 2022 were: \$630.32

**FSA  
INFORMATION:**

FSA bases: 83.91 ac corn w/ 145 bu PLC yield, 8.17 ac wheat w/ 42  
bu PLC yield, and 7.72 ac sunflower w/ 758# PLC yield.

**COMMENTS:**

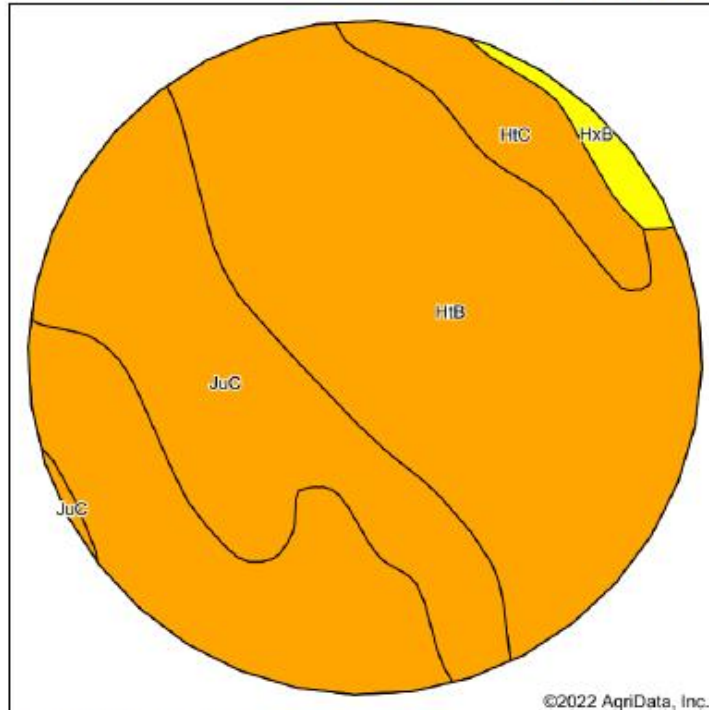
No well located on property; perimeter fencing around grass is in poor  
condition.

**STARTING BID:**

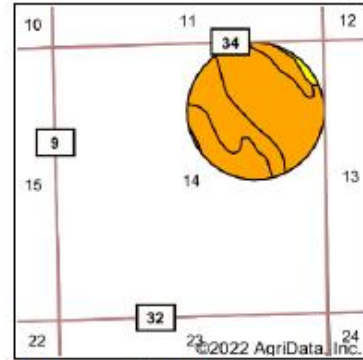
\$140,000

# SOILS MAP - Parcel #1

Soils Map



Soils data provided by USDA and NRCS.



State: Colorado  
County: Phillips  
Location: 14-8N-47W  
Township: Haxtun  
Acres: 127.7  
Date: 9/20/2022

Maps Provided By

**surety**  
CUSTOMER-ORIENTED ONLINE MAPPING  
© AgriData, Inc. 2021 www.AgriData.com



Area Symbol: CO095, Soil Area Version: 15

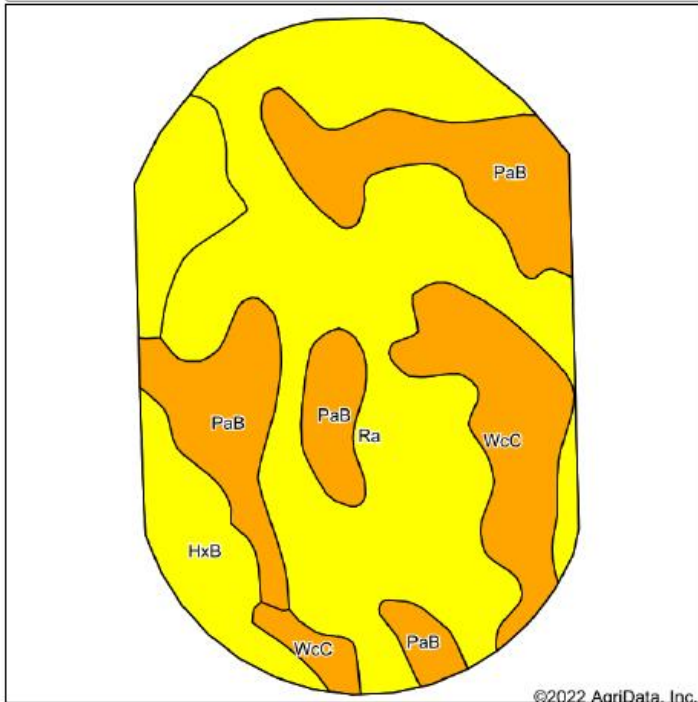
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Corn Irrigated Bu	Corn silage Irrigated Tons	Dry pinto beans Irrigated Lbs	Sunflowers Irrigated Lbs	Wheat Irrigated Bu	*n NCCPI Corn	*n NCCPI Small Grains
HIB	Haxtun loamy sand, 0 to 3 percent slopes	85.18	66.7%		IIIe	5		144		1710	2070	59	22	24
JuC	Julesburg loamy sand, 3 to 5 percent slopes	31.62	24.8%		IIIs								20	21
HIC	Haxtun loamy sand, 3 to 5 percent slopes	8.55	6.7%		IVe	3	43	65	16			34	23	24
HxB	Haxtun sandy loam, 0 to 3 percent slopes	2.35	1.8%		Ile	5		144		1710	2070	59	22	25
Weighted Average						3.05	3.6	2.9	104.4	1.1	1172.1	1418.8	42.7	*n 23.3

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



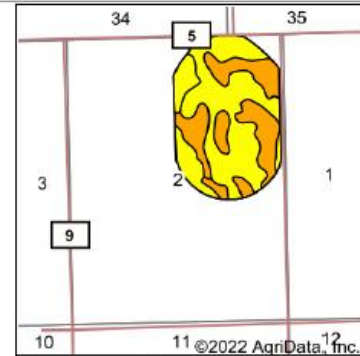
# SOILS MAP IRRIGATED - Parcel #2

Soils Map



©2022 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Colorado**  
County: **Phillips**  
Location: **2-8N-47W**  
Township: **Haxtun**  
Acres: **205**  
Date: **9/20/2022**

Maps Provided By:

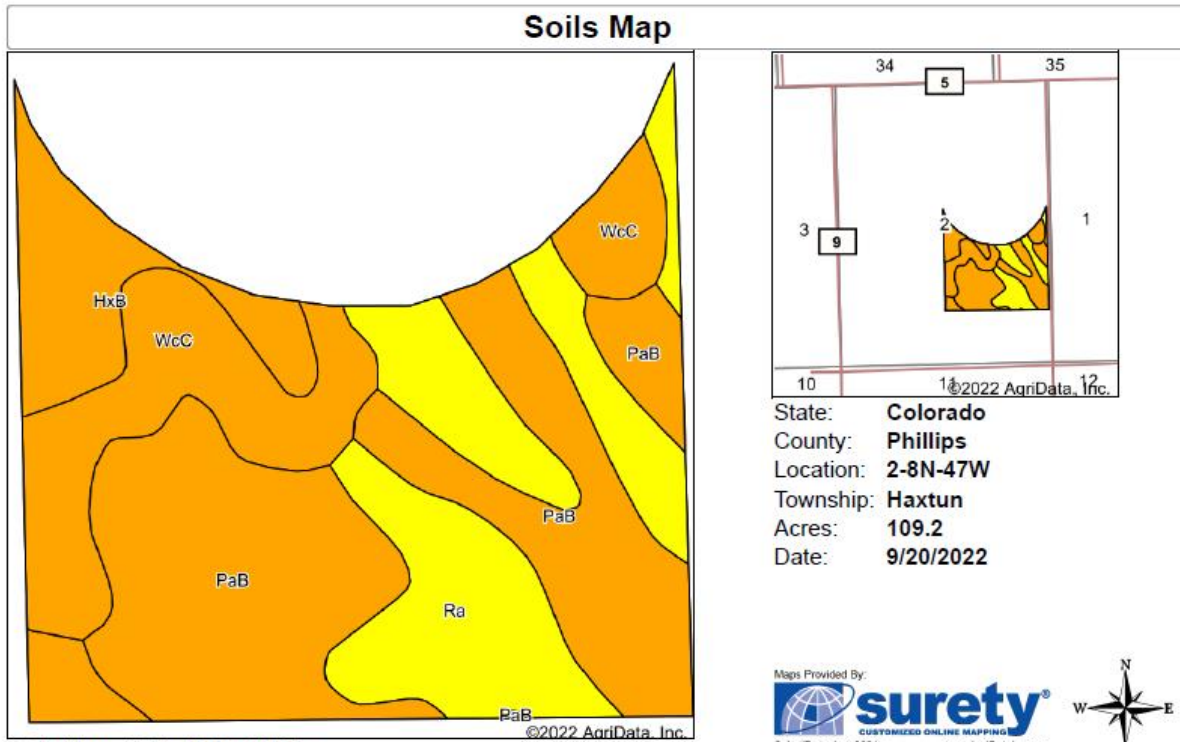


Area Symbol: CO095, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Corn Irrigated Bu	Corn silage Irrigated Tons	Grain sorghum Irrigated Bu	Sugar beets Irrigated Tons	Wheat Irrigated Bu	*n NCCPI Com	*n NCCPI Small Grains
Ra	Rago and Kuma loams	104.81	51.1%		Ile	5.5	75	150	27	85	21	55	16	26
PaB	Platner loam, 0 to 3 percent slopes	47.80	23.3%		Ills								13	19
HxB	Haxtun sandy loam, 0 to 3 percent slopes	27.01	13.2%		Ile								22	25
WcC	Wages-Campus-Weld loams, 3 to 5 percent slopes	25.38	12.4%		Ille	5.5		145	18	75	20	50	14	19
<b>Weighted Average</b>						<b>2.36</b>	<b>3.5</b>	<b>38.3</b>	<b>94.6</b>	<b>16</b>	<b>52.7</b>	<b>13.2</b>	<b>34.3</b>	<b>*n 15.8</b>
														<b>*n 23.4</b>

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

# SOILS MAP DRYLAND - Parcel #2



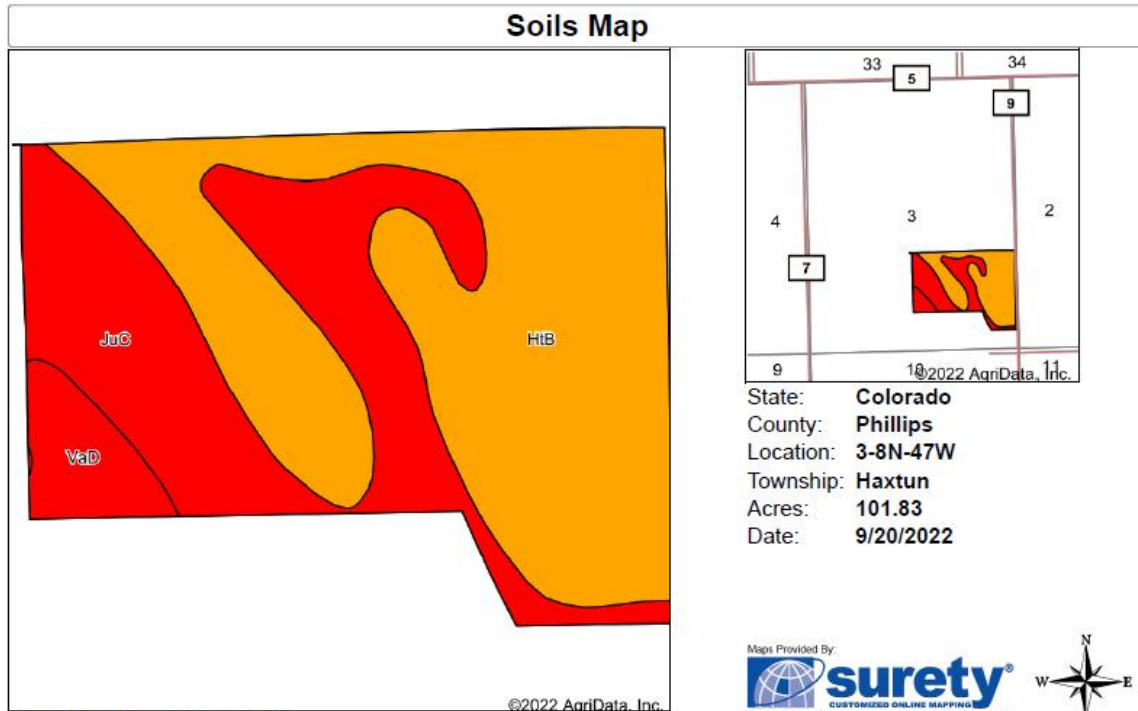
Area Symbol: CO095, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Barley Bu	Grain sorghum Bu	Wheat Bu	*n NCCPI Corn	*n NCCPI Small Grains
PaB	Platner loam, 0 to 3 percent slopes	46.60	42.7%		IVs				13	19
Ra	Rago and Kuma loams	28.15	25.8%		IIc	36	35	30	16	26
WcC	Wages-Campus-Weld loams, 3 to 5 percent slopes	21.20	19.4%		IIIe			30	24	19
HxB	Haxtun sandy loam, 0 to 3 percent slopes	13.25	12.1%		IIIc				22	25
<b>Weighted Average</b>					<b>3.17</b>	<b>9.3</b>	<b>14.8</b>	<b>12.4</b>	<b>*n 15.1</b>	<b>*n 21.5</b>

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



# SOILS MAP - Parcel #3



Soils data provided by USDA and NRCS.

Area Symbol: CO095, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Dry pinto beans Lbs	Sunflowers Lbs	Wheat Bu	*n NCCPI Corn	*n NCCPI Small Grains
HtB	Haxtun loamy sand, 0 to 3 percent slopes	59.23	58.2%		IIIc	720	810	32	22	24
JuC	Julesburg loamy sand, 3 to 5 percent slopes	36.91	36.2%		VIc				20	21
VaD	Valent fine sand, rolling	5.69	5.6%		VIe				8	12
<b>Weighted Average</b>					<b>4.26</b>	<b>418.8</b>	<b>471.1</b>	<b>18.6</b>	<b>*n 20.5</b>	<b>*n 22.2</b>

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

# PARCEL #1—WELL PERMIT #19242-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 19242FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: November 22, 1974

Use: IRRIGATION

Name of Claimant: MARY I OLSON

Location of well: Center of the NE1/4 of Section 14, Township 8 N,  
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet


Maximum pumping rate: 1000 gallons per minute

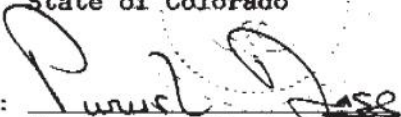
Number of acres which may be irrigated: 160 acres

Description of acres irrigated: NE1/4 OF SEC 14, T8N, R47W

Totalizing Flow Meter: Meter required

Done this 29<sup>th</sup> day of April, 19 92

  
Hal D. Simpson  
Acting State Engineer,  
State of Colorado

By:   
Purushottam Dass, Chief  
Designated Basins Branch

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

# COLORADO DIVISION OF WATER RESOURCES

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

## WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019242-F

RECEIVED

JUL 30 1975

WATER RESOURCES  
STATE ENGINEER  
COLO.

WELL OWNER Mary Il Olson

Center 1/4 of the NE 1/4 of Sec. 14

ADDRESS Haxtun, Colo 80731

T. 8 N. R. 47 W. 6 P.M.

DATE COMPLETED May 30, 19 75

HOLE DIAMETER

26 in. from 0 to 214 ft.

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

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

DRILLING METHOD Reverse rotary

CASING RECORD: Plain Casing

Size 16 & kind Transite from 0 to 169 ft.

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

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

Perforated Casing

Size 16 & kind Transite from 169 to 194 ft.

Size 16 & kind Johnson from 194 to 214 ft.  
screen

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

GROUTING RECORD

Material None

Intervals \_\_\_\_\_

Placement Method \_\_\_\_\_

GRAVEL PACK: Size Well rock

Interval From 0 to 214 ft.

TEST DATA

Date Tested June 9, 19 75

Static Water Level Prior to Test 135 ft.

Type of Test Pump Turbine

Length of Test 4 hours

Sustained Yield (Metered) 100/11 1200 GPM

Final Pumping Water Level 190 ft.

### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	12	Fine sand	
12	186	Sandstone, clay, sand & gravel streaks	
186	215	Gravel	XX
215	217	Clay	

MARY I. OLSON  
 11-22-42  
 5-75 1000 100 84%  
 DEST 1200 215 67 21.800  
 55 160 4H  
 NE 1/4

TOTAL DEPTH 214 ft.

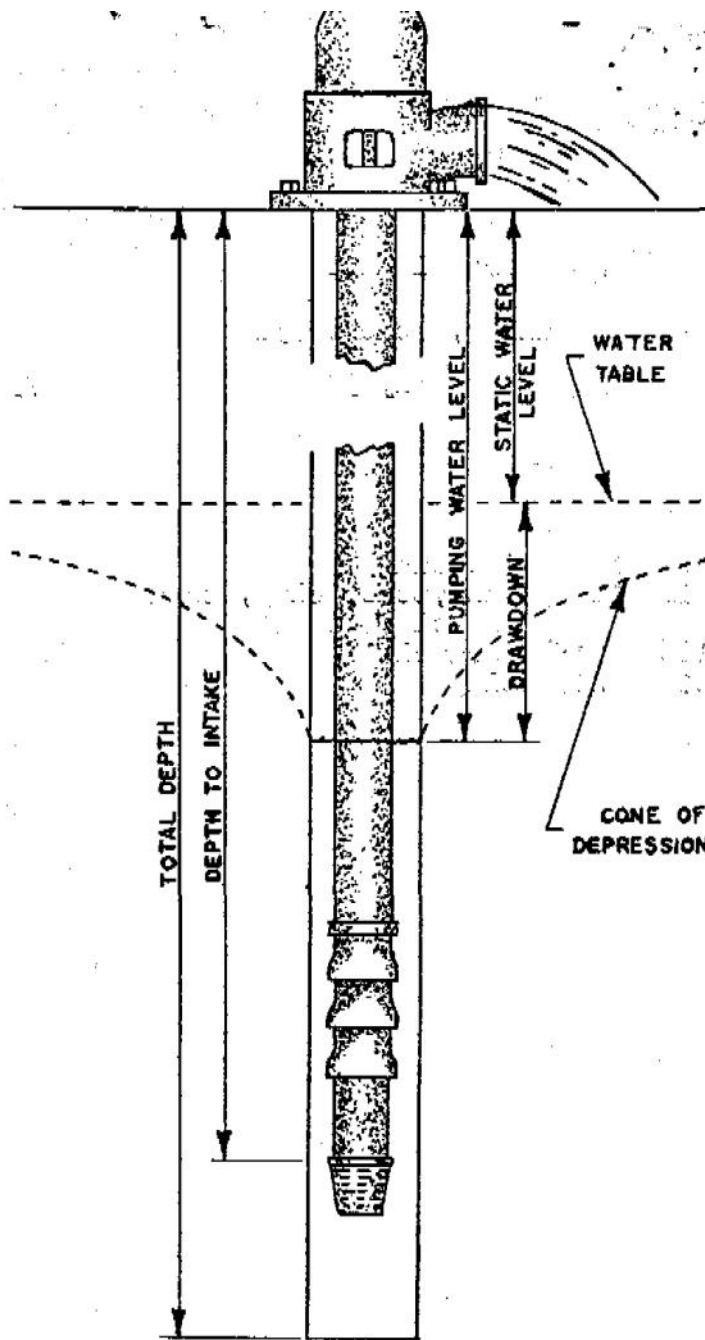
Use additional pages necessary to complete log.

# PUMP INSTALLATION REPORT

Pump Make National  
 Type Turbine  
 Powered by Electric HP 100  
 Pump Serial No. 10400  
 Motor Serial No. \_\_\_\_\_  
 Date Installed July 14, 1975  
 Pump Intake Depth 200 ft  
 Remarks \_\_\_\_\_

## WELL TEST DATA WITH PERMANENT PUMP

Date Tested July 15, 1975  
 Static Water Level Prior to Test 135 ft  
 Length of Test 4 Hours  
 Sustained yield (Metered) 1200 GPM  
 Pumping Water Level 190 ft  
 Remarks \_\_\_\_\_



## CONTRACTORS STATEMENT

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

Signature Dennis Stewart License No. 66  
 State of Colorado, County of Logan SS  
 Subscribed and sworn to before me this 28th day of July, 19 75  
 My Commission expires: \_\_\_\_\_, 19 \_\_\_\_\_  
 Notary Public Elsie E. Stewart

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

# SARGENT IRRIGATION CO.

## Efficiency Test Report Electric Motor

Latitude N 40° 40' 03.7"  
Longitude W 102° 34' 29.1"  
Upper Bearing SKF 7322  
Lower Bearing SKF 6315

### Flow Instrument Data

Pipe Size \_\_\_\_\_

Calibration \_\_\_\_\_

GPM/ft/sec \_\_\_\_\_

Name DOUG SCOTT

Address \_\_\_\_\_

Date 8-3-22

Legal NE 1/4-8-47 Phelps Co.

Well Depth \_\_\_\_\_ Casing Dia. \_\_\_\_\_

Yr. Inst. \_\_\_\_\_

Bowls ??

Pump Mfg. NATIONAL

SN 675314

Col. 200??

ft. 8 5/8 x 2 1/2 x 1 1/2

Drive Mfg. NEWMAN

HP 100

SN V1157904

Ratio \_\_\_\_\_

Sprinkler ZIMMATIC

Type \_\_\_\_\_

Nozzled for \_\_\_\_\_

GPM @ \_\_\_\_\_

PSI \_\_\_\_\_

Static Water Level 165 ft.

Pump	RPM	PSI	x	2.31	=	Ft.	+	Level	+	Loss	=	Hd. Ft.	x	GPM	+	3960	=	Water
1.	<u>1788</u>	<u>33</u>	x	2.31	=	<u>76.2</u>	+	<u>185</u>	+	<u>4.2</u>	=	<u>265.4</u>	x	<u>682</u>	+	<u>3960</u>	=	<u>45.7</u>
2.			x	2.31	=		+		+		=		x		+	<u>3960</u>	=	
3.			x	2.31	=		+		+		=		x		+	<u>3960</u>	=	
4.			x	2.31	=		+		+		=		x		+	<u>3960</u>	=	

### Electric 3 Phase:

Meter # \_\_\_\_\_

Meter Multiplier x \_\_\_\_\_

Frame # 404TP/1003722PB

Full Load Amps 118.0

Volts w/Motor Off 490

Rated RPM 1775

Revs	x	x 3.6	÷	Sec.	=	KWH/h	÷ .746 =	Hook Up Horse Power
1.	x	x 3.6	÷		=		÷ .746 =	
2.	x	x 3.6	÷		=		÷ .746 =	
3.	x	x 3.6	÷		=		÷ .746 =	
4.	x	x 3.6	÷		=		÷ .746 =	

Volts	x	Amps	x	1.732	÷	1000	x	Power Fact	=	KWH/h	x	1.34	x	Effic. Fact	-	Thrust Loss	=	Pump H.P.
1. <u>473</u>	x	<u>88.3</u>	x	1.732	÷	1000	x	<u>80</u>	=	<u>58.1</u>	x	1.34	x	<u>.92</u>	-		=	<u>71.6</u>
2. _____	x	_____	x	1.732	÷	1000	x	_____	=	_____	x	1.34	x	_____	-		=	_____
3. _____	x	_____	x	1.732	÷	1000	x	_____	=	_____	x	1.34	x	_____	-		=	_____
4. _____	x	_____	x	1.732	÷	1000	x	_____	=	_____	x	1.34	x	_____	-		=	_____

### Pump Efficiency

Water HP	÷	Pump HP	=	Pump Efficiency
1.	<u>45.7</u>	÷	<u>71.6</u>	= <u>63.8</u> %
2.		÷		= %
3.		÷		= %
4.		÷		= %

### Bowl Efficiency

	Pump HP	-	Lineshaft Loss	=	Bowl HP	Water HP	÷	Bowl HP	=	Efficiency
1.	71.6	-	2.4	=	69.2	45.7	÷	69.2	=	66.0 %
2.		-		=			÷		=	%
3.		-		=			÷		=	%
4.		-		=			÷		=	%

Comments: PSI AT WELL

PUMP HAS SLIGHT WOODLINE CLATTER / NO VIBRATION

MOTOR SOUNDS O.K. / NO VIBRATION

APPROX. 30' of 8" LEAD IN PIPE

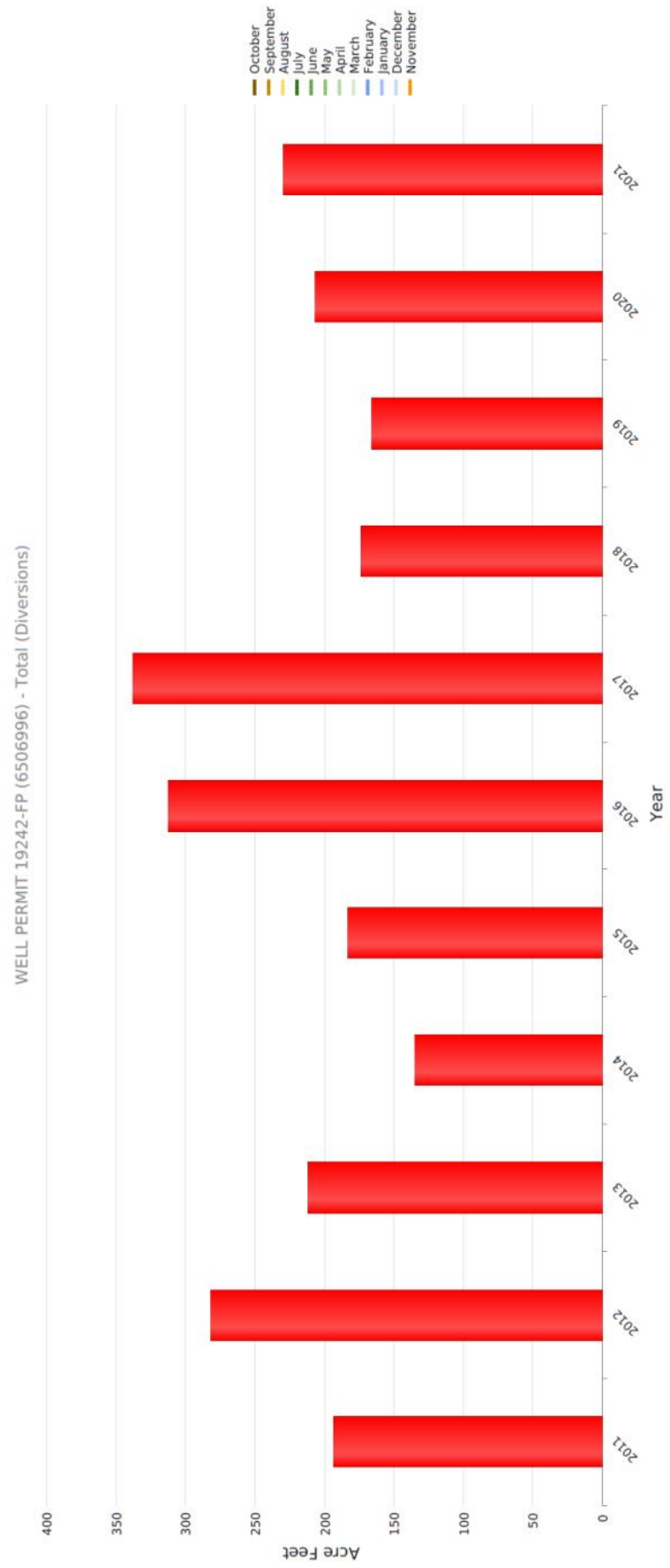
PIVOT ON, END GUN ON

\*BOWLS SET AT 4 3/8 AFTER CLEAR, DROPPED DOWN 1 TURN, CALLS A PSI SAME

Efficiency Technician



<b>COLORADO</b> Division of Water Resources Department of Natural Resources		FORM 3.1/3.2 WELL MEASUREMENT VERIFICATION FORM-VER. 02/15/21 <a href="http://water.state.co.us/groundwater/GWAdmin/UseAndMeasurement">http://water.state.co.us/groundwater/GWAdmin/UseAndMeasurement</a>																																																																												
<b>REASON FOR VERIFICATION (CHOOSE ONLY ONE)</b> <input type="checkbox"/> Verify TFM (3.1) <input type="checkbox"/> Re-seal TFM (3.1) <input checked="" type="checkbox"/> Verify PCC (3.2)																																																																														
<b>METER LOCATION AND ASSOCIATED WELL INFORMATION:</b> Well Description: <u>19242FP</u>																																																																														
WDID 1: <u>6806996</u>	WDID 2: <u>        </u>	WDID 3: <u>        </u>	WDID 4: <u>        </u>																																																																											
<b>TAMPER RESISTANT SEAL INFORMATION</b> Meter Seal No.: <u>        </u> New Seal No.: <u>        </u> Other: <u>        </u> Seal No.: <u>        </u> New Seal No.: <u>        </u> Register Seal No.: <u>        </u> New Seal No.: <u>        </u> Other: <u>        </u> Seal No.: <u>        </u> New Seal No.: <u>        </u>																																																																														
<b>REPLACEMENT OF EXISTING TFM (TFM ONLY):</b> Date New TFM Installed: <u>        </u> Date Previous TFM Removed: <u>        </u> Removed Meter Serial No.: <u>        </u> Removed Register Serial No.: <u>        </u> Prev. TFM: <input type="checkbox"/> Reading <input type="checkbox"/> Estimate																																																																														
<b>NEW METER INFORMATION</b> Manufacturer: <u>        </u> Model: <u>        </u> Multiplier: <u>        </u> No. Digits: <u>        </u> Initial TFM Reading: <u>        </u>																																																																														
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<b>TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:</b> OD: <u>8.000</u> "    Wall Thickness: <u>0.120</u> "    ID: <u>7.760</u> "																																																																														
<b>TEST METER (COLLINS TUBE):</b> <input type="checkbox"/> Standard <input type="checkbox"/> Overhung GPM Factor: <u>        </u> Stop Clamp Settings: <u>        </u> <table border="1" style="width:100%; text-align: center;"> <tr> <td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> <tr> <td>Front:</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Back:</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td> <td>2-Point</td><td>2-Point</td><td>2-Point</td><td colspan="7">10-Point</td> </tr> <tr> <td>Avg. of F/B:</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> Avg. Collins: <u>        </u> x GPM factor Avg. QT (gpm): <u>        </u> (0,000.0)			1	2	3	4	5	6	7	8	9	10	Front:											Back:												2-Point	2-Point	2-Point	10-Point							Avg. of F/B:											<b>INSTALLED FLOW METER (TFM ONLY)</b> <table border="1" style="width:100%; text-align: center;"> <tr> <th></th> <th>Totalizer Readings</th> <th>Elapsed Time (min:sec)</th> <th>Instantaneous (gpm) (Min, 10)</th> </tr> <tr> <td>Stop:</td> <td><u>        </u></td> <td><u>        </u> :</td> <td><u>        </u></td> </tr> <tr> <td>Start:</td> <td><u>        </u></td> <td><u>0</u> : <u>0.00</u></td> <td><u>        </u></td> </tr> <tr> <td>Total:</td> <td><u>        </u></td> <td><u>        </u> (Dec. Min.)</td> <td><u>        </u></td> </tr> <tr> <td></td> <td></td> <td>Avg. QI (gpm) (0,000.0)</td> <td><u>        </u></td> </tr> </table>			Totalizer Readings	Elapsed Time (min:sec)	Instantaneous (gpm) (Min, 10)	Stop:	<u>        </u>	<u>        </u> :	<u>        </u>	Start:	<u>        </u>	<u>0</u> : <u>0.00</u>	<u>        </u>	Total:	<u>        </u>	<u>        </u> (Dec. Min.)	<u>        </u>			Avg. QI (gpm) (0,000.0)	<u>        </u>
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# PARCEL #2—WELL PERMIT #19378-FP

GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 19378FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: November 22, 1974

Use: IRRIGATION

Name of Claimant: MARY I OLSON

Location of well: NE1/4 of the NE1/4 of Section 2, Township 8 N,  
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 800 acre-feet

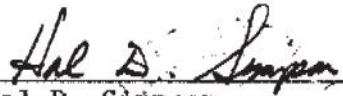
Maximum pumping rate: 1000 gallons per minute

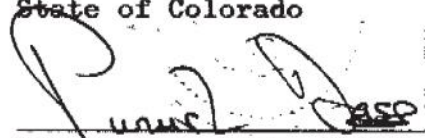
Number of acres which may be irrigated: 240 acres

Description of acres irrigated:  
THE NE1/4 AND LOTS 1 AND 2 OF SEC 2, T8N, R47W

Totalizing Flow Meter: Meter required

Done this 29th day of April, 1992

  
Hal D. Simpson  
Acting State Engineer,  
State of Colorado

By:   
Purushottam Dass, Chief  
Designated Basins Branch



GROUND WATER COMMISSION  
STATE OF COLORADO

FINAL PERMIT NO. 19378FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: November 22, 1974

Use: IRRIGATION

Name of Claimant: MARY I OLSON

Location of well: NE1/4 of the NE1/4 of Section 2, Township 8 N,  
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 600 acre-feet


Maximum pumping rate: 1000 gallons per minute

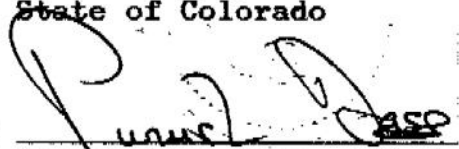
Number of acres which may be irrigated: 240 acres

Description of acres irrigated:  
THE NE1/4 AND LOTS 1 AND 2 OF SEC 2, T8N, R47W

Totalizing Flow Meter: Meter required

Done this 29th day of April, 1992

  
Hal D. Simpson  
Acting State Engineer,  
State of Colorado

By:   
Purushottam Dass, Chief  
Designated Basins Branch

WR-200

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

# COLORADO DIVISION OF WATER RESOURCES

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

## WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019378 F

RECEIVED

JUN 27 '77

WATER RESOURCES  
STATE ENGINEER  
COLORADO

WELL OWNER Mary I Olson

NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2

ADDRESS Naxtun, Colorado 80731

T. 8 N. R. 47 W. 6 P.M.

DATE COMPLETED April 29, 1977

### HOLE DIAMETER

26 in. from 0 to 285 ft.

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

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

DRILLING METHOD Reverse rotary

CASING RECORD: Plain Casing

Size 16 & kind Steel from 0 to 160 ft.

Size 16 & kind Steel from 280 to 285 ft.

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

### Perforated Casing

Size 16 & kind Steel from 160 to 220 ft.

Size 16 & kind Johnson screen from 220 to 230 ft.

Size 16 & kind Steel from 230 to 270 ft.  
16 Johnson screen 270 280

### GROUTING RECORD

Material None

Intervals \_\_\_\_\_

Placement Method \_\_\_\_\_

GRAVEL PACK: Size Well Rock

Interval From 0 to 285 ft

### TEST DATA

Date Tested May 11, 1977

Static Water Level Prior to Test 150 ft.

Type of Test Pump Turbine

Length of Test 4 hours

Sustained Yield (Metered) 950

Final Pumping Water Level 220

### WELL LOG

From	To	Type and Color of Material	Water Loc.
0	4	Top soil	
4	76	Limestone, clay & gravel streaks	
76	88	Sand & gravel	
88	117	clay & gravel streaks	
117	120	Sand & gravel	
120	168	Clay & gravel streaks	
168	172	Gravel, tight clay	X 14
172	183	Clay	
183	185	Gravel	X 2
185	200	Clay, light gravel streaks	
200	212	Clay	
212	230	Sand, gravel, with light clay streaks	X 12
230	240	Clay, light gravel streaks	3
240	253	Sand & gravel, light clay streaks	X 8
253	262	Clay, gravel streaks	3
262	276	Sand, gravel, & clay mixed	X
276	280	Sand & gravel	X
280	285	Clay	

10-28-77  
11-22-74  
10-28-74  
4-77  
DEC 77  
350  
70

10-28-77  
11-22-74  
10-28-74  
4-77  
DEC 77  
350  
70

130 130 G 13.6  
280 59

TOTAL DEPTH 285 ft

Use additional pages necessary to complete log.

RECEIVED

JUL 13 '77

WATER RESOURCES  
STATE ENGINEER  
COLORADO

# SARGENT IRRIGATION CO.

## Efficiency Test Report Electric Motor

Latitude N 40° 41' 52.6"  
Longitude W 102° 03' 27.7"  
Upper Bearing 7222-251  
Lower Bearing 6212-J

### Flow Instrument Data

Pipe Size \_\_\_\_\_

Calibration \_\_\_\_\_

GPM/ft/sec \_\_\_\_\_

Name DOUG SCOTT

Address \_\_\_\_\_

Date 8-3-22

Legal NE 2-8-47 PHILLIPS CO

Well Depth \_\_\_\_\_ Casing Dia. \_\_\_\_\_

Yr. Inst. \_\_\_\_\_

Bowls 9-10R-H

Pump Mfg. VECTI-LINE

SN 37771864

Col. 270??

ft. 85/8

x 2 1/2

x 1 1/2

Drive Mfg. U.S. (EQUIV. EFF.)

HP 100

SN 1057524710

Ratio 0001R-0003

Sprinkler T&L

Type \_\_\_\_\_

Nozzled for \_\_\_\_\_

GPM @ \_\_\_\_\_

PSI \_\_\_\_\_

Static Water Level N/A ft.

Pump	RPM	PSI	x 2.31 =	Ft.	+ Level	+ Loss	= Hd. Ft.	x GPM	+ 3960	=	Water HP
1.	<u>1786</u>	<u>35</u>	x 2.31 =	<u>80.9</u>	+ <u>258</u>	+ <u>5.3</u>	= <u>344.2</u>	x <u>653</u>	+ <u>3960</u>	=	<u>56.8</u>
2.			x 2.31 =		+	+	=	x	+ <u>3960</u>	=	
3.			x 2.31 =		+	+	=	x	+ <u>3960</u>	=	
4.			x 2.31 =		+	+	=	x	+ <u>3960</u>	=	

### Electric 3 Phase:

Meter # \_\_\_\_\_

Meter Multiplier x \_\_\_\_\_

Frame # 404TP

Full Load Amps 113.0

Volts w/Motor Off N/A

Rated RPM 1780

Revs	x	x 3.6	+ Sec.	= KWH/h	÷ .746 =	Hook Up Horse Power
1.		x 3.6	÷	=	÷ .746 =	
2.		x 3.6	÷	=	÷ .746 =	
3.		x 3.6	÷	=	÷ .746 =	
4.		x 3.6	÷	=	÷ .746 =	

Volts	x	Amps	x 1.732	÷ 1000	x Power Fact	= KWH/h	x 1.34	x Effic. Fact	- Thrust Loss	= Pump H.P.
1.	<u>477</u>	x <u>94.3</u>	x 1.732	÷ 1000	x <u>89</u>	= <u>69.4</u>	x 1.34	x <u>.945</u>	-	= <u>87.9</u>
2.		x	x 1.732	÷ 1000	x	=	x 1.34	x	-	=
3.		x	x 1.732	÷ 1000	x	=	x 1.34	x	-	=
4.		x	x 1.732	÷ 1000	x	=	x 1.34	x	-	=

### Pump Efficiency

Water HP	÷	Pump HP	= Pump Efficiency
1.	<u>56.8</u>	÷ <u>87.9</u>	= <u>64.6</u> %
2.		÷	= %
3.		÷	= %
4.		÷	= %

### Bowl Efficiency

Pump HP	-	Lineshaft Loss	=	Bowl HP	Water HP	÷	Bowl HP	=	Efficiency
1.	<u>87.9</u>	- <u>3.2</u>	=	<u>84.7</u>	<u>56.8</u>	÷	<u>84.7</u>	=	<u>67.1</u> %
2.		-	=			÷		=	%
3.		-	=			÷		=	%
4.		-	=			÷		=	%

\* 1 WELL RUNS 2 PILOTS, 1 AT A TIME, RAN THE W (NORTH) PILOT  
\* PUMP WAS RUNNING, DIDN'T SHUT DOWN  
Comments: PSI AT WELL = 35-32 PSI

PUMP HAS WOODLINE CLATTER / SLIGHT VIBRATION

MOTOR SOUNDS O.K. / NO VIBRATION

APPROX. 2640' OF 8" UNDERGROUND

PILOT OFF, END SPRAY OFF

\* (ASCENDING WATER STARTS AT 224 FT, AIR IN FIRST TWO)

Efficiency Technician



**REASON FOR VERIFICATION (CHOOSE ONLY ONE)**

3.1 FORM (TFM): ☒ Re-verify TFM ☐ Replace TFM ☐ Repair/Reprogram TFM ☐ No Prev. TFM ☐ Re-seal TFM

3.2 FORM (PCC): ☐ New PCC ☐ Re-verify PCC Modification Date (if re-verified due to system modification):

**METER LOCATION AND ASSOCIATED WELL INFORMATION:**

WDID 1: 6505989 WDID 2: WDID 3: WDID 4:

UTM E: 704944 UTM N: 4508055 Well Description: 19378-FP

**TAMPER RESISTANT SEAL INFORMATION**

Meter Seal No.: Factory New Seal No.: Factory Other: Seal No. New Seal No.  
Register Seal No.: DWR New Seal No.: 022966 Other: Seal No. New Seal No.

**REPLACED TFM INFORMATION**

Meter Serial No.: 09-8-1711 Register Serial No.: N/A

Date New TFM Installed: 05/20/2019 Date Previous TFM Removed: 05/20/2019 Previous TFM: ☒ Reading ☐ Estimate 873862

**POWER METER INFORMATION:**

Serial No.: 022695970 Mfr.: Honeywell Reading: 000000 Mult.: 40 No. Digits: 6 Power Company: Highline Electric Assoc

**INSTALLED TFM INFORMATION (TFM ONLY):**

Mfr. McCrometer Model: MD308-1300

Meter Serial No.: GP08-08-4884 Register Serial No.: R0100-10-P Vanes: ☒ Y ☐ No ☐ Unknown

Multiplier: .001 No. Rec. Digits: 6 Units: ☒ Ac-Ft ☐ Gal ☐ Ac-In ☐ Cu-Ft K-Factor (if adj.):

OD: 8.000 " ID: 7.731 " U/S Straight Pipe: 72 " = 9.3 Dia. D/S Straight Pipe: 120 " = 15.5 Dia.

**TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:**

OD: 8.000 " Wall Thickness: 0.121 " ID: 7.758 " U/S Straight Pipe: 144 " = 18.6 Dia. D/S Straight Pipe: 48 " = 6.2 Dia.

Discharge (One or more): ☐ Open discharge/low pressure ☒ Sprinkler ☐ Drip ☐ Pressurized ☐ Other:

**TEST METER (COLLINS TUBE):** ☐ Standard ☐ Overhung

GPM Factor: Stop Clamp Settings:

1 2 3 4 5 6 7 8 9 10

Front:

Back:

2-Point 2-Point 2-Point 10-Point

Avg. of F/B:

Avg. Collins: x GPM factor

Avg. QT (gpm): (0,000.0)

**TEST METER (ULTRASONIC OR VOLUMETRIC)**

	Reading (gal)	Elapsed Time (min:sec)	Avg. QT (gpm) (0,000.0)
Stop:	<u>11,562.0</u>	16 : 35.85	696.5
Start:	<u>0.0</u>	0 : 0.00	
Total:	<u>11,562.0</u>	16.60 (Dec. Min.)	
			Spacer Setting: 5.378 (Ultrasonic Meter Only)

**INSTALLED FLOW METER**

	Totalizer Readings	Elapsed Time (min:sec)	Instantaneous (gpm) (Min. 10)	
	Acft			
Stop:	0.0800	18 : 12.03		
Start:	0.0400	0 : 0.00		
Total:	0.0400	18.20 (Dec. Min.)		
	716.2	Avg. QI (gpm) (0,000.0)		TFM Reading

**CALIBRATION COEFFICIENT (TFM ONLY)**

$$QT = \frac{696.5}{716.2} = 0.972 \text{ (to 0.000)}$$

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

**STABILIZATION (PCC ONLY)**

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

**STATIC WATER LEVEL (PCC ONLY)**

Pump run time prior to arrival:  
Static Water Level (Decimal Feet from Discharge Centerline):  
Time of Static Water Level Measurement:  
If Water Levels cannot be obtained, provide reason:

**DETERMINATION OF PD AND PCC (PCC ONLY)**

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 20	68.06	0.2939	0.2944
2 20	68.00	0.2941	
3 20	67.94	0.2944	
4 20	67.70	0.2954	
5 20	67.93	0.2944	
PD = Avg. Rate x 3.6 x Pt x Ct x Kh = 76.31 kW (to 0.00)			Pt: 1.0
			Ct: 40.0
			Kh: 1.8

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = 76.31 kW (to 0.00)

$$PCC = (5433 \times PD) \div (QT) = 595.3 \text{ kWh/af (to 0.0)}$$

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



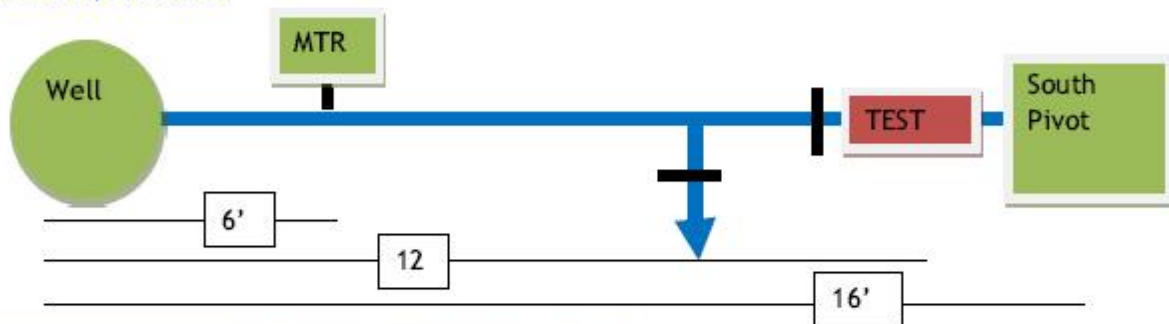
### SPRINKLER INFORMATION (PCC ONLY)

End Gun: ☐ On ☐ Off ☐ None Sprinkler: ☐ On ☐ Off Tested Sprinkler Speed (%): \_\_\_\_\_ Normal Speed? ☐ Yes ☐ No  
 Position from North: \_\_\_\_\_ o'clock Pump HP: \_\_\_\_\_ Pressure Regulators Installed and Functional?: ☐ Yes ☐ No  
 If re-verified due to system modifications, describe: \_\_\_\_\_

### TESTING PROCEDURE PHOTO/SKETCH, ADDITIONAL CALCULATIONS AND COMMENTS

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

One Well discharges to two pressurized irrigation systems.  
 One Electric Meter  
 Irrigation as permitted



OWNER/AGENT INFO: Name: Brad Michael Entity: Doug Scott Title: User  
 Address: 36768 CR 15 City: Haxtun State: CO Zip: 80731 Phone: 970-774-6419

### CERTIFIED TESTER STATEMENT

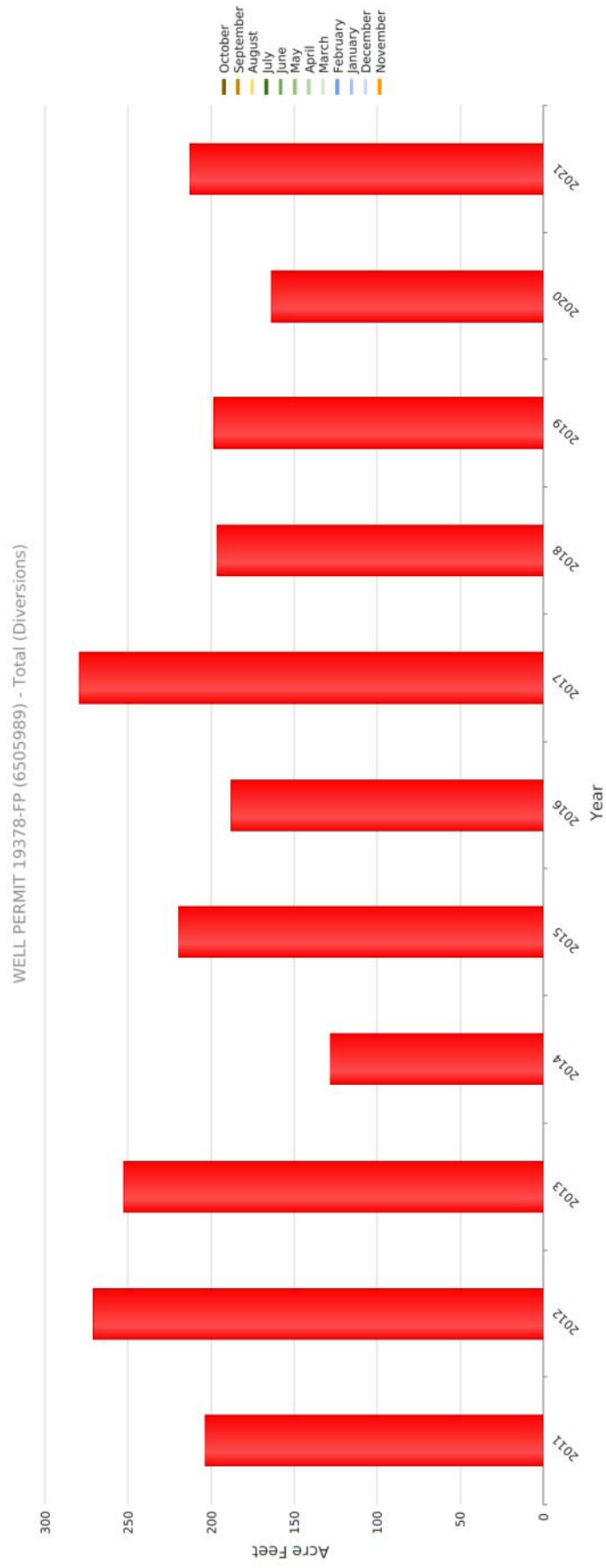
I hereby state that I am currently a person approved by the State Engineer to conduct well tests pursuant to the appropriate Rules Governing the Measurement of Ground Water Diversions. I have personally conducted measurement verification (TFM or PCC) of the above-described measurement device as required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

Tester Name: Nate Midcap Date of Well Test: 06/26/2019 Time of Well Test: 08:00  
 Tester Signature: [Signature] Test Meter Serial No.: NSH1559T Test Meter Manufacturer: Fuji

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

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

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

**CONTRACT TO BUY AND SELL REAL ESTATE**  
**(LAND)**  
**(☐ Property with No Residences)**  
**(☐ Property with Residences-Residential Addendum Attached)**

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

**AGREEMENT**

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

**2. PARTIES AND PROPERTY.**

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

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

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

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

known as: \_\_\_\_\_  
Street Address City State Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. DATES, DEADLINES AND APPLICABILITY.

#### 3.1. Dates and Deadlines.

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



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

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

checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “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		<b>TOTAL</b>	\$	\$

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

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

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

**4.3.2. 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 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer  
153 is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

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

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

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

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

163 **4.5. New Loan.**

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

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

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

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

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

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

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

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

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

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

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

200 

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

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

300 ~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget~~  
301 ~~for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for~~  
302 ~~the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent~~  
303 ~~available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the~~  
304 ~~Association's community association manager or Association will charge in connection with the Closing including, but not limited~~  
305 ~~to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for~~  
306 ~~the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of~~  
307 ~~all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and~~  
308 ~~7.3.5., collectively, Financial Documents);~~

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

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

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

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

324 **8.1. Evidence of Record Title. See Detail Brochure**

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

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

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

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

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

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

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

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
367 Documents as satisfactory.

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



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

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

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

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

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

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

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

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

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

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

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

~~8.8.4. 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.~~

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

## 9. NEW ILC, NEW SURVEY.

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

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

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

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

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

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

~~9.3. New ILC or New Survey Objection. Buyer has the right to review and object 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:~~

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

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

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

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

~~10.2. 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.**

**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 Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property 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 encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 634 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

## 654 CLOSING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

710 ☐ Water Stock/Certificates ☐ Water District  
711 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_  
712 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

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

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

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

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 Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** \_\_\_\_\_.

**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 Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 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 before 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 credit at Closing for the repair or replacement of such Inclusion or Service. Such credit 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 borne 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  
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
836 Section will not alter any date in this Contract, unless otherwise agreed.

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

848 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

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903  
904  
905  
906  
907  
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**30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

909 

<b>SIGNATURES</b>
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910

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

Buyer's Signature	Date	Buyer's Signature	Date
Address:	_____	Address:	_____
Phone No.:	_____	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	_____	Email Address:	_____

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

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

Seller's Signature	Date	Seller's Signature	Date
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Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

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

**A. Broker Working With Buyer**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**B. Broker Working with Seller**

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

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

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

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

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

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

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

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

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## 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 held October 27, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 2022, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 2022, 2022 the Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 2022, as modified by taped oral statements at the auction 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 Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 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 Scott Irrigated & Dryland Auction Detail Brochure Printed October 11, 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 like-kind 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.

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

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

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

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

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

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

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### **RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

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or real estate which substantially meets the following requirements:

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Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

#### **CHECK ONE BOX ONLY:**

☐ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.



**CHECK ONE BOX ONLY:**

☐ **Customer.** Broker is the ☐ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

☐ **Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

☐ **Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.**

If this is a residential transaction, the following provision applies:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

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

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

\_\_\_\_\_  
Broker

## BIDDER APPROVAL REQUEST

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

I \_\_\_\_\_, request approval to bid on Scott Irrigated & Dryland Auction and participate in Online Only Auction to sell this property. In order to bid and participate in the Online Only Auction, I agree and acknowledge the following:

1. I have read the Scott Irrigated & Dryland Auction Detail Brochure, Printed October 6, 2022, and agree to the terms and conditions of the Online Only Auction.
2. The auction is to begin October 27, 2022 @ 8 am and will "soft close" October 27, 2022 @ 12 noon. Bidding will continue in 5-minute increments until 5 minutes have passed with no new bids. Bidding remains open on all parcels as long as there is continued bidding on 1 or more of the parcels. Bidders may bid on any and/or all parcels at any time before bidding closes.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
6. Will you be using a 1031 Exchange? \_\_\_\_\_

Bidder(s) requesting approval:

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

Signature:

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

Approved by:

Reck Agri Realty & Auction

\_\_\_\_\_

Ben Gardiner

# PARCEL #1--TITLE COMMITMENT

## SCHEDULE A

**Order Number:** 806329

1. Effective date: September 29, 2022 at 7:00 A.M.

2. Policy or Policies to be issued: Amount of Insurance

A. ALTA Owner's Policy \$TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

B. ALTA Loan Policy \$

Proposed Insured:

C. \$

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

DOUGLAS A. SCOTT and ANN E. SCOTT

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

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

Section 14: NE¼,

County of Phillips, State of Colorado.



Authorized Countersignature

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

**Order Number: 806329**


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

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

(See Tax Certificate attached)

(No statement of taxes made on special assessments, or severed minerals, if any.)

6. Subject to taxes for the year 2022, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a) (b) (c) or (d) are shown by the public records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to GEORGE BAINBRIDGE, dated 2-11-1891, recorded 7-1-1895, Book 32, Page 288, Reception #9467 of the Phillips County, CO records.



Authorized Countersignature

## THE UNITED STATES OF AMERICA,

Certificate No. 14710

To all to Whom these Presents shall come, GREETING:

Whereas, George Bainsbridge of Phillips County, Coloradohas deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lawrence, Colorado whereby it appears that full payment has been made by the said

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

the North east quarter of  
Section Fourteen in Township eight North of range forty seven  
West of the Sixth Principal Meridian in Colorado containing  
One Hundred and Sixty Acres.according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said George Bainsbridge

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said George Bainsbridge and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said George Bainsbridge and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

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

Given under my hand, at the City of Washington, the eleventh day of February, in the year of our Lord one thousand eight hundred and ninety one, and of the Independence of the United States the one hundred and fiftieth

BY THE PRESIDENT: Benjamin HarrisonBy M. M. Keen Secretary.J. M. Townsend Recorder of the General Land Office.Recorded, Vol. 17 Page 166Filed for Record the 1 day of July A. D. 1891, at 9<sup>23</sup> o'clock A. M.No 9467By Magdalen B. Bagg Deputy.

# PARCEL #2--TITLE COMMITMENT

## SCHEDULE A

Order Number: 806330

1. Effective date: September 29, 2022 at 7:00 A.M.

2. Policy or Policies to be issued: Amount of Insurance

A. ALTA Owner's Policy \$TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

B. ALTA Loan Policy \$

Proposed Insured:

C. \$

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

DOUGLAS A. SCOTT and ANN E. SCOTT

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

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

Section 2: Lots 1 and 2, NE¼, and N½SE¼,

County of Phillips, State of Colorado.

  
Authorized Countersignature



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

**Order Number: 806330**


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

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

(See Tax Certificate attached)

(No statement of taxes made on special assessments, or severed minerals, if any.)

6. Subject to taxes for the year 2022, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a) (b) (c) or (d) are shown by the public records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to JOHN MALONE, dated 2-7-1893, recorded 12-7-1893, Book 33, Page 61, Reception #7627, on Lots 6 and 7 of the NE¼ of 2-8-47, and to HENRY R. PERKINS, dated 8-3-1899, recorded 9-16-1901, Book 47, Page 53, Reception #12891, on SE¼ of 2-8-47, both of the Phillips County, CO records.
9. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and reservation of right of proprietor of any penetrating vein or lode to extract his ore, and right of way for ditches and canals constructed by the authority of the United States, as contained in Patent from UNITED STATES OF AMERICA to THE HEIRS OF ANDREW HECTOR, dated 3-22-1906, recorded 9-28-1912, Book 33, Page 525, Reception #30360 of the Phillips County, CO records, on Lots 1 and 2 of the NE¼ of 2-8-47.
10. Right of Way Grant, from CLARENCE L. KINDIG, WILBER F. KINDIG & NORMA WATTENBURGER to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., dated 5-23-1969, recorded 6-25-1969, Book 194, Pages 106-107, Reception #170306, and conveyed to SOURCE GAS DISTRIBUTION LLC, by General Conveyance, Assignment, and Bill of Sale dated 3-29-2007, recorded 4-10-2007, Reception #226407, of the Phillips County, CO records.

  
Authorized Countersignature

## THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 278  
 APPLICATION 8788 } **Whereas**, There has been deposited in the General Land Office of the  
 United States a Certificate of the Register of the Land Office at Sterling Colorado whereby  
 it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO  
 ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of  
John Malone has been established and duly consummated, in conformity  
 to law, for the Lot numbered six and seven of the North East quarter of  
Section two in Township eight North of Range forty seven West of the sixth  
Principal Meridian in Colorado, containing one hundred and sixty acres

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

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

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

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

BY THE PRESIDENT: Benjamin HarrisonBy M. M. M. M. Secretary.W. O. Roberts Recorder of the General Land Office.Recorded, Vol. 1 Page 229Filed for Record the 7<sup>th</sup> day of Dec A. D. 1893, at 9<sup>30</sup> o'clock P.M.W. B. Rogers RecorderBy Charles Makinson Deputy.

No 7627

## THE UNITED STATES OF AMERICA.

To all to whom these Presents shall Come, GREETING:

Timber Culture Certificate No. 420APPLICATION 4560

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado whereby it appears that, pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the growth of Timber on the Western Prairies," the claim of Henry R. Perkins has been established and duly consummated, in conformity to law, for the South-East-quarter of Section two in Township eight-North of Range forty-seven West of the Sixth Principal Meridian in Colorado, containing one hundred and fifty acres.

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said Henry R. Perkins the tract of land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Henry R. Perkins and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

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



GIVEN under my hand, at the City of Washington, the third day of August in the year of our Lord one thousand eight hundred and ninth-nine and of the independence of the United States the one hundred and twenty-fourth.

Recorded, Vol. 50Page 410By the President: William McKinleyBy F. M. McLean Secretary.C. H. Brush

Recorder of the General Land Office.

Filed for Record the 16 day of September A. D. 1890, at 4<sup>31</sup> o'clock P. M.

#12891

R. H. White  
Recorder

By \_\_\_\_\_ Deputy.

B. 33  
C. 525

HOMESTEAD PATENT - 1150 - See State Register, Patent and Public Building Offices

# THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 1334  
APPLICATION 111406 } **Whereas**, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Stirling, Colorado whereby it appears that, pursuant to the Act of Congress approved 30th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of the heirs of Andrew Spector has been established and duly consummated, in conformity to law, for the

Lot numbered Three and Four of the North-west of Section One and the Lot numbered One and Two of the North-East Quarter of Section Two, in Township Eight North, of Range Forty-seven West, of the Sixth Principal Meridian, in Colorado, containing One Hundred and Thirty-six acres and Twenty-three Hundredths of an acre

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

**Now Know Ye**, That there is, therefore, granted by the UNITED STATES unto the said Heirs of Andrew Spector the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said

Heirs of Andrew Spector and to their 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 and this is, reserved from the lands hereby granted, as hereby granted, as provided by law. right of way thereon for ditches or canals constructed by the authority of the United States

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

Given under my hand, at the City of Washington, the Twenty-second day of March, in the year of our Lord one thousand eight hundred and Six, and of the Independence of the United States the one hundred and thirtieth.



BY THE PRESIDENT: T. Roosevelt  
By G. M. McLean Secretary.  
C. H. Brush Recorder of the General Land Office.

Recorded, Vol. 1114, Page 220

Filed for Record the 25 day of September A. D. 1902 at Stirling, Colorado  
J. C. Evans

#30360 ✓

By \_\_\_\_\_ Deputy.



Book 194  
Page 106

C-1530-5

✓ 170306

Irrig. Non-Partic. Special Extension Area 9-15-67

STATE OF Colorado ss  
COUNTY OF Phillips  
Entered on numerical index  
~~Filed for record~~ in the office of the  
County Clerk (Register of Deeds) on  
the 25th day of June, 1969  
at 2:45 o'clock PM and recorded in  
book 194 at pages 106 + 107  
Mary Louise Evans  
County Clerk & Register of Deeds  
By: Mary Ellen Jurgens Deputy

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Clarence L. Kindig; Wilber F. Kindig; & Norma Wattenburger of the County of \_\_\_\_\_ and the State of California for and in consideration of the sum of One Dollar (\$1.00) receipt of which consideration is hereby acknowledged, do hereby grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas corporation, its successors and assigns (hereinafter collectively called Grantee) the right-of-way and easement to construct, install, maintain, renew, replace and operate pipelines below ground, and appurtenances thereto, for the transportation of gas, in, on, over and through the following described lands situated in the County of Phillips and the State of Colorado, to wit:

Lots 1, 2, 3 & 4, Section 2, Township 8 North, Range 41 West of the 6th P.M.

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

Grantee agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating of said lines. In this connection it is understood that Grantee is purchasing this grant and building said pipeline for the purpose of providing natural gas for use as fuel in engines operating irrigation pumps on lands in the vicinity of Grantor's land herein described. The owners of the land to receive said service have all signed Gas Sales Agreements to pay Grantee a minimum annual charge and have waived payment for any damages to their crops or fences arising out of laying, maintaining and operating of said line. It is specifically agreed that Grantor shall have no right to receive natural gas service from any line constructed by Grantee across Grantor's premises herein described until such time as Grantor signs a Gas Sales Agreement and becomes a participant in the irrigation project for which this pipeline was intended. Since any payment to Grantor hereunder for damages to crops and fences would be a part of the cost used in the determination of the minimum annual bills of the landowners who sign Gas Sales Agreements, Grantor hereby agrees, that in order to become a participant in the irrigation project under the same terms and conditions as the original participants he will either (a) waive the payment of said damages when the same become due, or (b) repay the amount of said damages to Grantee to reduce the minimum annual bills of the landowners who have signed or will in the future sign Gas Sales Agreements when he becomes a participant in the irrigation project.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this \_\_\_\_\_ day of May, 1969.

In Presence of

\_\_\_\_\_  
Right-of-Way Agent  
STATE OF CALIFORNIA ss  
COUNTY OF Butte  
\_\_\_\_\_  
Clarence L. Kindig  
\_\_\_\_\_  
Wilber F. Kindig  
\_\_\_\_\_  
Norma Wattenburger

BE IT REMEMBERED that on this 23rd day of May, A.D., 1969, before me, a Notary Public in and for said county and state aforesaid, personally appeared the above named Clarence L. Kindig, a married man doing business on his own property who is personally known to me and known to me to be the same person who executed the foregoing instrument and such person duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed.

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

My Commission Expires:

21 April 1972

Notary Public



STATE OF California )  
COUNTY OF Los Angeles ) ss

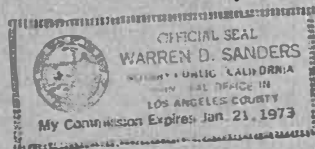
BE IT REMEMBERED that on this 2nd day of June May,  
A.D., 19 69, before me, a Notary Public in and for said county and state aforesaid,  
personally appeared the above named Wilber F. Kindig, a married man doing business  
on his own property who is personally known to me and known to me  
to be the same person who executed the foregoing instrument and such person duly  
acknowledged the execution of the same and acknowledged said instrument to be his  
voluntary act and deed.

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

My Commission Expires:

Warren D. Sanders  
Notary Public

STATE OF California )  
COUNTY OF Santa Cruz ) ss



BE IT REMEMBERED that on this \_\_\_\_\_ day of May,  
A.D., 19 69, before me, a Notary Public in and for said county and state aforesaid,  
personally appeared the above named Norma Wattenburger, a married woman doing  
business on her own property who is personally known to me and known to me  
to be the same person who executed the foregoing instrument and such person duly  
acknowledged the execution of the same and acknowledged said instrument to be her  
voluntary act and deed.

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

My Commission Expires:

Bernice L. Lynn  
Notary Public



P. O. Drawer 637, Santa Cruz, Calif. 95060



604907

PREPARED BY: Aaron P. Roffwarg, Bracewell & Giuliani LLP, 711 Louisiana, Suite 2300, Houston, Texas 77002,  
Tel. (713) 221-1427 AND WHEN RECORDED MAIL TO: Debbie Goble, Kinder Morgan, Inc., 370 Van Gordon Street,  
Lakewood, Colorado 80228.

### GENERAL CONVEYANCE, ASSIGNMENT, AND BILL OF SALE

State of Colorado )  
County of Phillips )

THIS GENERAL CONVEYANCE, ASSIGNMENT, AND BILL OF SALE (this "General Conveyance") is executed on this 29<sup>th</sup> day of March, 2007, but is made effective for all purposes as of 11:59 AM Central Time on the 29<sup>th</sup> day of March, 2007 (the "Effective Time") by and among KINDER MORGAN, INC., a Kansas corporation with an address of 370 Van Gordon, P. O. Box 281304, Lakewood, Colorado 80228-8304 (formerly known as K N Energy, Inc., also formerly known as Kansas Nebraska Natural Gas Company, Inc., also formerly known as Kansas Pipeline & Gas Co., and successor in interest to Northern Gas Company, by merger) ("ASSIGNOR") and SOURCE GAS DISTRIBUTION LLC, a Delaware limited liability company with an address of 370 Van Gordon, Lakewood, Colorado 80228 ("ASSIGNEE").

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, ASSIGNOR hereby conveys, delivers, assigns, and transfers to ASSIGNEE, effective as of the Effective Time, regardless of the date of execution, all of ASSIGNOR's right, title and interest in and to, together with all privileges appurtenant thereto, including, but not limited to, all fixtures, pipelines and improvements located thereon, the assets listed and more particularly described on "Exhibit A" attached hereto and made a part hereof (the "Subject Assets").

TO HAVE AND TO HOLD the Subject Assets unto ASSIGNEE, its successors and assigns forever.

2. Subject to and in accordance with the terms and conditions of this General Conveyance, ASSIGNEE hereby assumes all of the liabilities of ASSIGNOR under the Subject Assets.

3. ASSIGNEE acknowledges that in accepting this General Conveyance, ASSIGNEE has relied solely on the terms and conditions and representations, warranties, and covenants contained in this General Conveyance.

4. This General Conveyance shall be binding upon and inure to the benefit of the respective designees, successors and permitted assigns of the ASSIGNOR and ASSIGNEE, and may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one instrument.

HOUSTON2037941.2

5. This General Conveyance, Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the state in which the Subject Assets are located.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on date first set forth above but is hereby made effective for all purposes as of the Effective Time.

ASSIGNOR:

KINDER MORGAN, INC.

By:

Daniel E. Watson

Title: Vice President

ASSIGNEE:

SOURCE GAS DISTRIBUTION LLC

By:

Daniel E. Watson

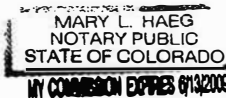
Title: President

State of Colorado }  
County of Jefferson }

On this day personally appeared before me Daniel E. Watson, known to me (or proved to me on the basis of satisfactory evidence), to be the (authorized officer or agent) of the corporation that executed the within and foregoing instrument, and acknowledge said instrument to be the voluntary act and deed of said corporation, and on oath stated that he was authorized to execute said instrument. Given under my hand and official seal this 29<sup>th</sup> day of March, 2007.

My Commission Expires:

6/13/2009



Mary L. Haeg  
Notary Public

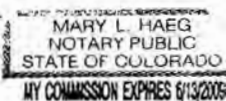
State of Colorado }  
County of Jefferson }

On this day personally appeared before me Daniel E. Watson, known to me (or proved to me on the basis of satisfactory evidence), to be the (authorized officer or agent) of the limited liability company that executed the within and foregoing instrument, and acknowledge said instrument to be the voluntary act and deed of said corporation, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this 29<sup>th</sup> day of March, 2007.

My Commission Expires:

6/13/2009



Mary L. Haeg  
Notary Public

Exhibit "A"

Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Kansas corporation, as Assignor, and Source Gas Distribution LLC, a Delaware limited liability company, as Assignee

Phillips County, Colorado

Agreement Number	Grantor	Grantee	Acreement Date	Book	Page	Town	Range	Sec	DQ	Lot
CO-001881	Clinton Keasing	Kansas-Nebraska Natural Gas Company Inc	12/16/1984	185	87	6N	44W	5	NW	
CO-001882	State of Colorado Department of Highways	Kansas-Nebraska Natural Gas Company Inc	5/23/1987			6N	44W	6	NE	
CO-001883	Arpy Hargreaves, a widow	Kansas-Nebraska Natural Gas Company Inc	12/16/1984	185	89	6N	44W	5	SW	
CO-001884	Edith Hargreaves, a widow	Kansas-Nebraska Natural Gas Company Inc	12/16/1984	185	91	6N	44W	5	SE	
CO-001885	George F. Geland	Kansas-Nebraska Natural Gas Company Inc	12/16/1984	185	93	6N	44W	3	S2	
						6N	44W	4	S2	
CO-001886	Jerome C. Brunka	Kansas-Nebraska Natural Gas Company Inc	1/4/1985	185	84	6N	44W	2	SW	
CO-006139	Lewis H. Dirks	Kansas-Nebraska Natural Gas Company Inc	12/16/1984	185	96	6N	44W	10	N2	
CO-007532	Phillips County	Kinder Morgan Inc	1/4/2005			6N	44W	5	SE	
						6N	44W	8	NE	
CO-001895	Dorothy M. Reimer	Kansas-Nebraska Natural Gas Company Inc	10/27/1970	202	150	6N	45W	5	NE	

1 of 8

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BETH CUMMINGS  
COUNTY CLERK  
PHILLIPS COUNTY  
Page 3 of 10  
228407

Exhibit "A"

Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Kansas corporation, as Assignor, and Source Gas Distribution LLC, a Delaware limited liability company, as Assignee

Phillips County, Colorado										
Agreement Number	Grantor	Grantee	Assessment Date	Book	Page	Twn	Rng	Sec	QQ	Lot
CO-001896	Ray E. Crosby and Iva Crosby, NW	Kansas-Nebraska Natural Gas Company Inc	10/23/1970	202	151	6N	45W	5	S2	
CO-001897	Gerald G. Millage	Kansas-Nebraska Natural Gas Company Inc	11/21/1970	202	152	6N	45W	8	E2	
CO-001898	Flat Lands, Inc.	Kansas-Nebraska Natural Gas Company Inc	11/17/1970	202	186	6N	45W	8	NW	
CO-001899	Doris Lee Struckmeyer	Kansas-Nebraska Natural Gas Company Inc	11/12/1970	202	153	6N	45W	7	NE	
CO-001900	Gerald G. Millage, et ux	Kansas-Nebraska Natural Gas Company Inc	10/29/71	202	154	6N	45W	7	SE	
CO-001901	Clyde E. Spierber and Leah Spierber, NW	Kansas-Nebraska Natural Gas Company Inc	11/13/1970	202	155	6N	45W	18	NE	
CO-001902	Marguerite Wasson	Kansas-Nebraska Natural Gas Company Inc	11/19/1970	202	156	6N	45W	18	SE	
CO-001903	Marie M. Millage	Kansas-Nebraska Natural Gas Company Inc	10/28/1970	202	157	6N	45W	19	E2SE	
CO-001904	John C. Thompson, et ux	Kansas-Nebraska Natural Gas Company Inc	10/22/1970	202	159	6N	45W	29	W2	
CO-001905	Thomas A. McPherson	Kansas-Nebraska Natural Gas Company Inc	10/24/1970	202	159	6N	45W	29	NE	

2 of 8

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PHILLIPS COUNTY  
TOTAL FEE: \$1.00  
DOCFEE: 0.00  
Page 4 of 10  
226407

Exhibit "A"

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Phillips County, Colorado										
Agreement Number	Grantor	Grantee	Acresmen	Date	Book	Page	Town	Range	Section	Lot
CO-003283	Dudden Elevator, Inc.	Kansas-Nebraska Natural Gas Company Inc		7/2/1988	192	549	7N	42W	19	N2
CO-006143	Dudden Elevator, Inc.	Kansas-Nebraska Natural Gas Company Inc		3/19/1989	193	370	7N	42W	19	NE
CO-008145	D & L Inc.	Kansas-Nebraska Natural Gas Company Inc		3/27/1989	193	371	7N	42W	19	SE
CO-001878	Sam Krieg and Louise Krieg	Kansas-Nebraska Natural Gas Company Inc		12/16/1984	185	84	7N	44W	31	N2
CO-001877	State of Colorado Department of Highways	Kansas-Nebraska Natural Gas Company Inc		2/5/1985			7N	44W	31	N2
CO-001878	Roy Fleming	Kansas-Nebraska Natural Gas Company Inc		12/16/1984	185	85	7N	44W	32	W2
CO-001879	John Yaca	Kansas-Nebraska Natural Gas Company Inc		5/4/1987	192	612	7N	44W	31	S2
CO-001880	State of Colorado Department of Highways	Kansas-Nebraska Natural Gas Company Inc		2/25/1985			7N	44W	31	N2
CO-003417	Deleora J. Austin, et al	Kansas-Nebraska Natural Gas Company Inc		8/13/1979	221	975	7N	44W	8	SWSE

4/18/07 12:45 PM Page 5 of 10 228407  
Cherryvale Beth Cummings Phillips County  
RCFEE: \$1.00 DOCFEE: 0.00 TOTAL FEE: \$1.00

Exhibit "A"

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Phillips County, Colorado											
Agreement Number	Grantor	Grantee	Assessment Date	Book	Page	Twp	Rng	Sec	QQ	Lot	
CO-003870	Colorado Department of Highways	K N Energy	5/24/1995			7N	44W	7			
CO-001898	Glenda M. Staln	Kansas-Nebraska Natural Gas Company Inc	1/22/1965	185	75	7N	45W	25	SW		
CO-001899	Gary C. Willmon and Gladys M. Willmon	Kansas-Nebraska Natural Gas Company Inc	12/30/1964	185	76	7N	45W	35	NE		
CO-001890	Charles D. Rehner	Kansas-Nebraska Natural Gas Company Inc	1/22/1965	185	78	7N	45W	35	NW		
CO-001891	Millage Farms	Kansas-Nebraska Natural Gas Company Inc	1/25/1965	185	79	7N	45W	35	SW		
CO-001892	E. C. Foote and Mary K. Foote, h/w	Kansas-Nebraska Natural Gas Company Inc	1/25/1965	185	80	7N	45W	27	SE		
CO-001893	C. M. Foote and Mary Janet Foote, h/w	Kansas-Nebraska Natural Gas Company Inc	1/25/1965	185	82	7N	45W	27	SW		
CO-001894	George A. Voges	Kansas-Nebraska Natural Gas Company Inc	10/29/1971	202	149	7N	45W	33			
CO-003715	Clyde W. Cromwell and Inez E. Cromwell	Kansas-Nebraska Natural Gas Company Inc	3/1/1968	192	85	8N	42W	29	SW		
CO-003716	William O. Kueger and Glenda R. Krueger	Kansas-Nebraska Natural Gas Company Inc	3/19/1968	192	88	8N	42W	32	NW		

4 of 8

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 CONVEYANCE  
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 TOTAL PAGES: 61  
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 Page 8 of 10 226407

Exhibit "A"

Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Kansas corporation, as Assignor, and Source Gas Distribution LLC, a Delaware limited liability company, as Assignee

Phillips County, Colorado										
Agreement Number	Grantor	Grantee	Assessment Date	Book	Page	Town	Range	Section	Quarter	Lot
CO-003717	Ed C. Schlep and Leta M. Schlep	Kansas-Nebraska Natural Gas Company Inc	1/17/1968	192	86	8N	42W	30	SE	
CO-003721	harvey Butterfield	Kansas-Nebraska Natural Gas Company Inc	1/10/1968	192	87	8N	42W	30	SW	
CO-003718	Charles D. Reimer	Kansas-Nebraska Natural Gas Company Inc	4/27/1968	192	89	8N	43W	25	SE	
CO-003719	George E. Relfert	Kansas-Nebraska Natural Gas Company Inc	5/6/1968	192	90	8N	43W	25	SW	
CO-003720	Bernice E. Weber	Kansas-Nebraska Natural Gas Company Inc	2/14/1968	192	91	8N	43W	35	NE	
CO-001984	Robert L. Graubergier, a single man	Kansas-Nebraska Natural Gas Company Inc	3/6/1969	193	476	8N	47W	27	SE	
CO-001985	Department of Highways State of Colorado	Kansas-Nebraska Natural Gas Company Inc	4/24/1969			8N	47W	27		
CO-001986	Chicago, Burlington & Quincy Railroad Co	Kansas-Nebraska Natural Gas Company Inc	5/6/1969			8N	47W	27	NESE	
CO-001987	Wilma V. Graubergier, a married person	Kansas-Nebraska Natural Gas Company Inc	3/12/1969	193	477	8N	47W	27	NE	
CO-001988	Jared C. Goddard, single	Kansas-Nebraska Natural Gas Company Inc	3/4/1969	193	475	8N	47W	22	SE	

5 of 8

4/18/07 12:45 PM Page 7 of 10 226407  
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 KANSAS  
 REFERENCE TO THE PUBLIC RECORDS  
 TOTAL FEE: \$1.00



Exhibit "A"

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Phillips County, Colorado										
Agreement Number	Grantor	Grantee	Assessment Date	Book	Page	Town	Range	Sec	Q	Lot
CO-001889	Marvin E. Switzer, et al	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	193	478	8N	47W	22	NE	
CO-001890	Gregory L. Bamford, single	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	193	479	8N	47W	15	SE	
CO-001991	Abner Dunbar and Cynthia L Dunbar	Kansas Nebraska Natural Gas Company Inc	5/20/1969	194	142	8N	47W	10	SE	
CO-001992	Raymond Pepke, single	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	194	143	8N	47W	15	NE	
CO-001993	Paul Lester Seger, et ux	Kansas-Nebraska Natural Gas Company Inc	5/1/1969	194	144	8N	47W	2	SW	
CO-001994	Clarence L. Kindig, et al	Kansas-Nebraska Natural Gas Company Inc	5/23/1969	194	106	8N	47W	10	NE	
CO-006146	Maxine Powell	Kansas-Nebraska Natural Gas Company Inc	8/13/1976	212	440	8N	47W	20	SE	

6 of 8

CO-001994  
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Page 8 of 10  
226407  
Phillips County  
TOTAL FEE: \$1.00  
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Exhibit "A"

Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Kansas corporation, as Assignor, and Source Gas Distribution LLC, a Delaware limited liability company, as Assignee

Phillips County, Colorado										
Agreement Number	Suffix	Grantor	Grantee	Assessment Date	Book	Page	Twn	Rng	Sec	QQ
CO-001995		Norma L. Jeffers, et ux	Kansas-Nebraska Natural Gas Company Inc	5/15/1969	194	145	9N	47W	34	SW
CO-001996		Clinton E. Jeffers, et ux	Kansas-Nebraska Natural Gas Company Inc	3/21/1969	194	146	9N	47W	33	SE
CO-001997		Gregory L. Bamford, single	Kansas-Nebraska Natural Gas Company Inc	6/20/1969	194	153	9N	47W	33	SW
CO-001998		Viola H. Dee and Stanley W. Dee, w/h	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	194	147	9N	47W	33	NE
CO-001999		V. Marlene Hill, et ux	Kansas-Nebraska Natural Gas Company Inc	4/21/1969	194	148	9N	47W	28	SE
CO-002000		Viola H. Dee and Stanley W. Dee, w/h	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	194	141	9N	47W	27	NW
CO-002001		Stanley W. Dee and Viola H. Dee, w/h	Kansas-Nebraska Natural Gas Company Inc	4/1/1969	194	149	9N	47W	21	E2
CO-002002		Rex P. Edwards, et ux	Kansas-Nebraska Natural Gas Company Inc	4/17/1969	194	150	9N	47W	21	SW
CO-002003		John W. Rane and Hilda Rane, w/h	Kansas-Nebraska Natural Gas Company Inc	4/15/1969	194	151	9N	47W	20	SE
CO-002004		Reginald M. Meekins, et ux	Kansas-Nebraska Natural Gas Company Inc	4/4/1969	194	152	9N	47W	19	NW
							9N	47W	19	S2

7 of 8

4/10/07 12:45 PM Page 8 of 10  
 Conveyance  
 BETH CUMPLING  
 10/10/07 10:10 AM  
 RECEIVED: 01-08  
 226407  
 PHILLIPS COUNTY

Exhibit "A"  
Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Kansas corporation, as Assignor, and Source Gas Distribution LLC, a Delaware limited liability company, as Assignee

Phillips County, Colorado										
Agreement Number	Grantor	Grantee	Assessment Date	Book	Page	Twp	Rng	Sec	QQ	Lot
CO-002005	Richard L. Meakins, et ux	Kansas Nebraska Natural Gas Company Inc	8/7/1969	194	402	8N	47W	20	SW	
CO-001471	Chicago, Burlington & Quincy Railroad Co	Kansas Nebraska Natural Gas Company Inc	8/31/954			8N	47W	30	NE	
						8N	47W	19	SW	
						8N	47W	29	E2	

4/18/07 12:45 PM Page 10 of 10 226407  
 Conveyance BETH CUMMING  
 RECEIVED: \$1.00 DOCFEE: 0.00  
 TOTAL FEE: \$1.00  
 PHILLIPS COUNTY

# PARCEL #3--TITLE COMMITMENT

## SCHEDULE A

Order Number: 806331

1. Effective date: September 29, 2022 at 7:00 A.M.

2. Policy or Policies to be issued: Amount of Insurance

A. ALTA Owner's Policy \$TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

B. ALTA Loan Policy \$

Proposed Insured:

C. \$

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

DOUGLAS A. SCOTT and ANN E. SCOTT

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

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

Section 3: SE¼,

County of Phillips, State of Colorado.

  
Authorized Countersignature

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

**Order Number: 806331**

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

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

(See Tax Certificate attached)

(No statement of taxes made on special assessments, or severed minerals, if any.)

6. Subject to taxes for the year 2022, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a) (b) (c) or (d) are shown by the public records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in Patent from UNITED STATES OF AMERICA to JOHN H. OLSON, dated 7-28-1891, recorded 4-27-1894, Book 32, Page 211, Reception #8197 of the Phillips County, CO records.

  
Authorized Countersignature

B. 32  
P. 211

# THE UNITED STATES OF AMERICA,

Certificate No. 13019

To all to Whom these Presents shall come, GREETING:

Whereas, John H. Olson of Phillips County Colorado

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

John H. Olson according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for The South East quarter of Section Three in Township Eight North of Range Forty Seven West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

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

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said John H. Olson

and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

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

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

Given under my hand, at the City of Washington, the Twenty eighth day of July, in the year of our Lord one thousand eight hundred and Ninety four, and of the Independence of the United States the one hundred and Eighth

BY THE PRESIDENT: Benjamin Harrison

By Edwin Macfarland Asst. Secretary.

J. R. Conwell Recorder of the General Land Office.

ad inter

Recorded, Vol. 23 A, Page 389

Filed for Record the 27 day of April, A. D. 1894, at 2:30 o'clock P.M.

J. H. Briggs Recorder

No. 8182

By E. L. Blane Deputy.

