

**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

---

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 AGRY 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.

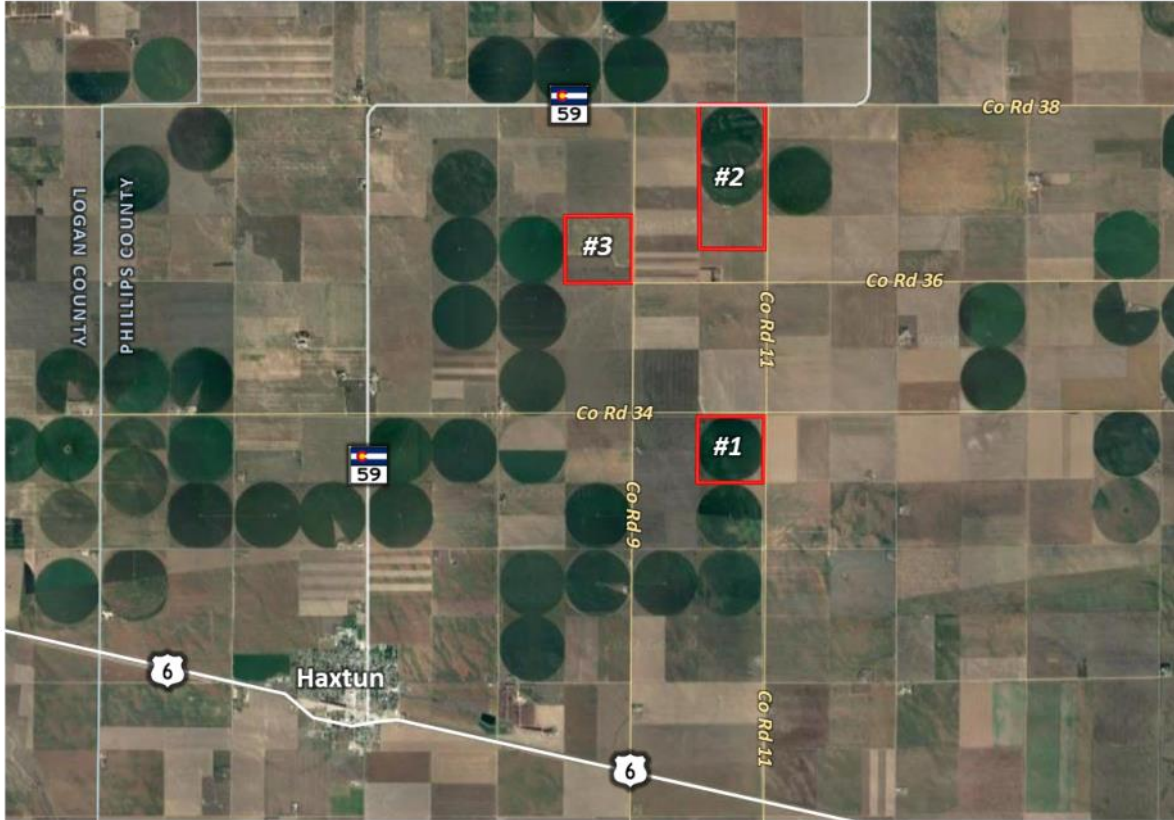
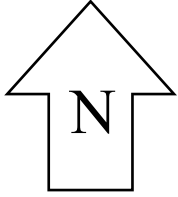
**BIDDER REQUIREMENTS:** Prior to auction, Buyer(s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at [www.reckagri.com](http://www.reckagri.com), or by calling Reck Agri Realty & Auction.

**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.

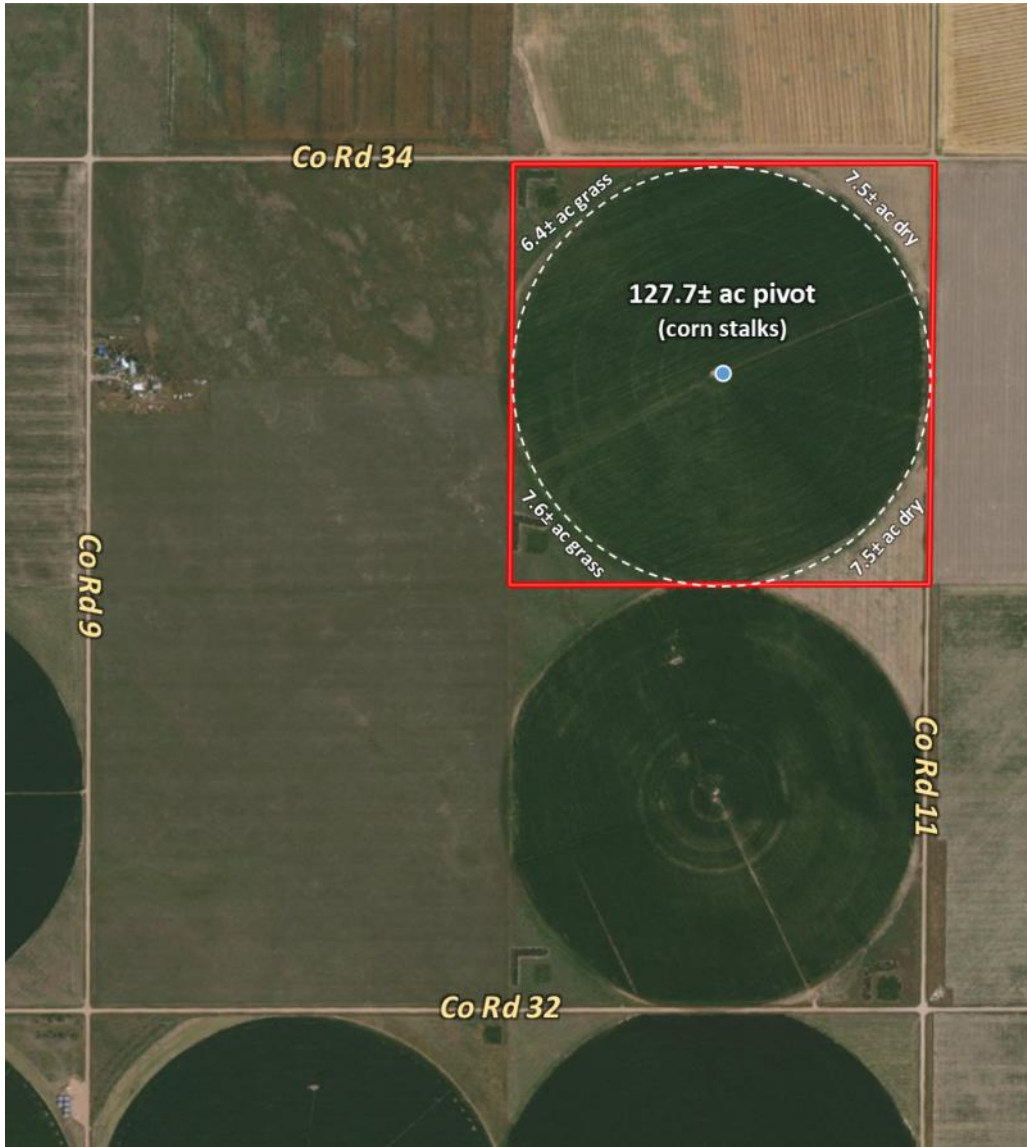
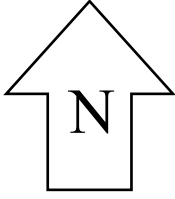
**1031 SELLER NOTIFICATION - 1031 EXCHANGE:** It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to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

**COPYRIGHT NOTICE:** Photographs, videos, and Color & Detail Brochures are property of Reck Agri Realty & Auction and cannot be reproduced without permission. Auction photographs may be used by Reck Agri Realty & Auction in publications, marketing materials, and on its website.

# LOCATION MAP



# PARCEL #1 - PLAT MAP





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

**LEGAL DESCRIPTION:** 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.

**ACREAGE:** 127.7± Acres Pivot Irrigated  
15.0± Acres Dryland Corners  
14.1± Acres Grass Corners w/ Trees  
3.2± Acres Roads/Waste  
160.0± Acres Total

**LAND TENURE:** Soils consist of mostly Class III & IV.  
See Soils Map on Page 10.

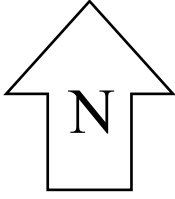
**TAXES:** 2021 real estate taxes payable in 2022 were: \$4,486.20— including \$1,885.00 for RRWCD and \$60.00 for Frenchman GWMD.

**FSA INFORMATION:** 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.

**IRRIGATION WATER & EQUIPMENT:** 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.

**COMMENTS:** 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.

**STARTING BID:** \$775,000



**PARCEL #2 - PLAT MAP**



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

**LEGAL DESCRIPTION:** Lots 1 & 2, NE1/4, N1/2SE1/4 Section 2, Township 8 North, Range 47 West of the 6th PM, Phillips County, CO.  
See Pages 54-70 for legal description, title commitment, and title exceptions.

**ACREAGE:**

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

*FSA acres shown; pivot irrigated acres are estimated.  
Actual assessed acres are 298±.*

**LAND TENURE:** Soils consist of Irrigated Class II & III, Dryland mostly Class IV.  
See Soils Map on Pages 11-12.

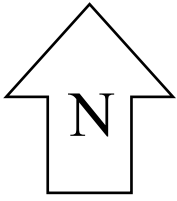
**TAXES:** 2021 real estate taxes payable in 2022 were: \$6,760.60 – including \$2,501.24 for RRWCD & \$90.00 for Frenchman GWMD.

**FSA INFORMATION:** 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.

**IRRIGATION WATER & EQUIPMENT:** 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.

**COMMENTS:** 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.

**STARTING BID:** \$1,100,000



**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

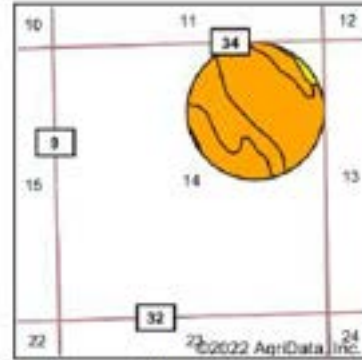
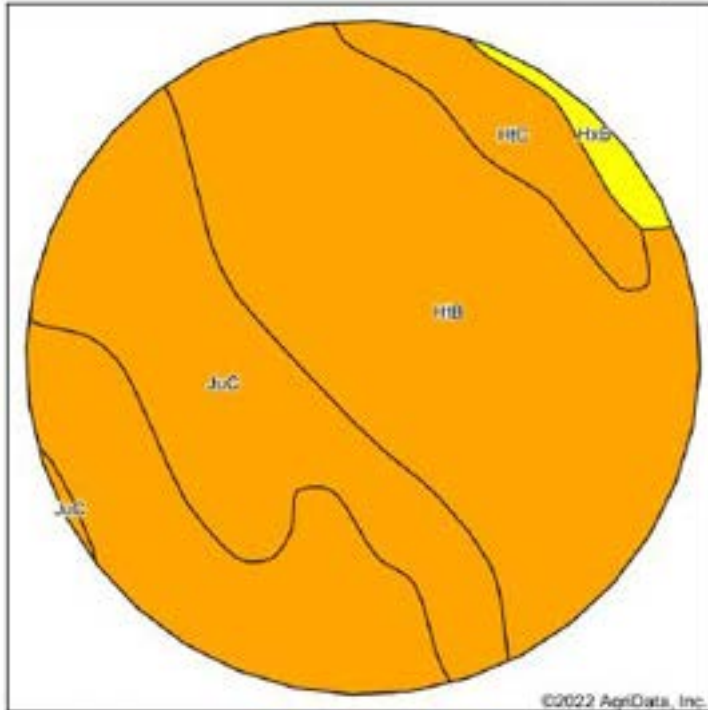
**FSA INFORMATION:** FSA bases: 83.91 ac corn w/ 145 bu PLC yield, 8.17 ac wheat w/ 42 bu PLC yield, and 7.72 ac sunflower w/ 758# PLC yield.

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

**STARTING BID:** \$140,000

# SOILS MAP - Parcel #1

**Soils Map**



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



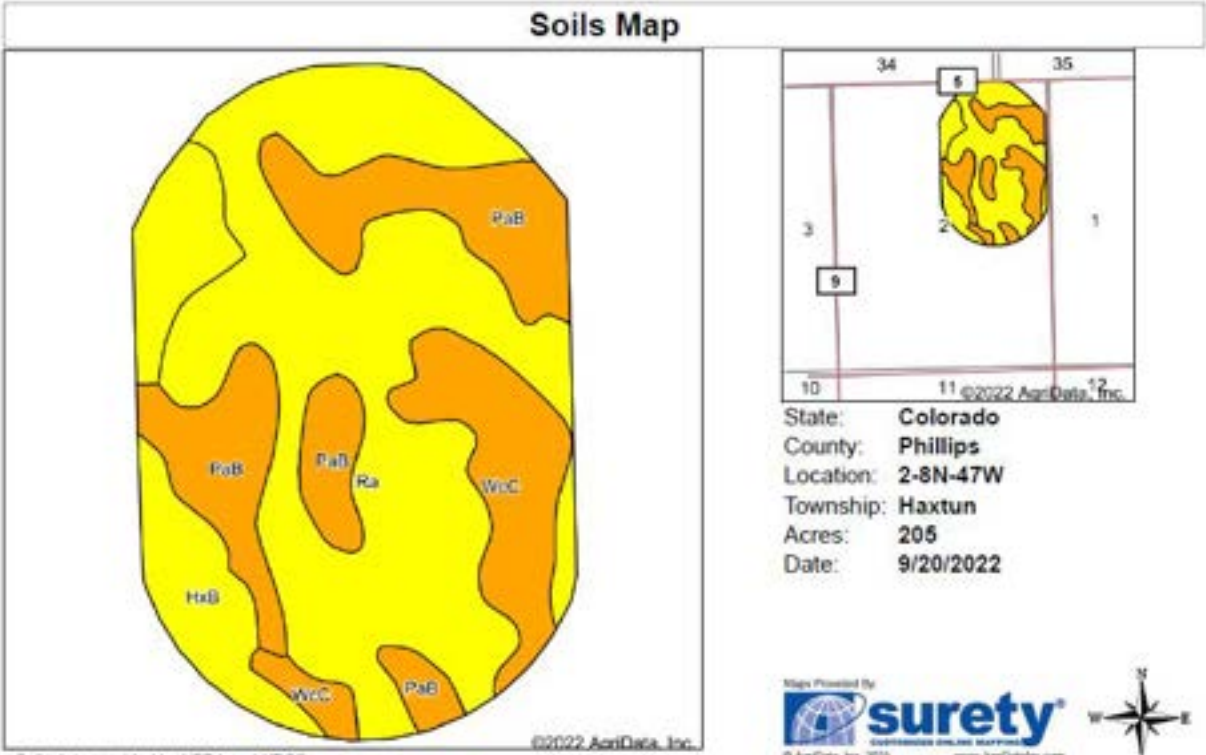
Soils data provided by USDA and NRCS.

Area Symbol: C0065, 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
HxB	Haxtun loamy sand, 0 to 3 percent slopes	85.15	66.7%		IIX	5		144		1710	2070	59	22	24
JxC	Julesburg loamy sand, 3 to 5 percent slopes	31.62	24.8%		III								20	21
HxC	Haxtun loamy sand, 3 to 5 percent slopes	8.55	6.7%		IVe	3	43	85	16			34	23	24
HxB	Haxtun sandy loam, 0 to 3 percent slopes	2.35	1.8%		IIe	5		144		1710	2070	59	22	25
Weighted Average						3.65	3.6	2.3	104.4	1.1	1172.1	1418.8	42.7	"n 21.6 "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



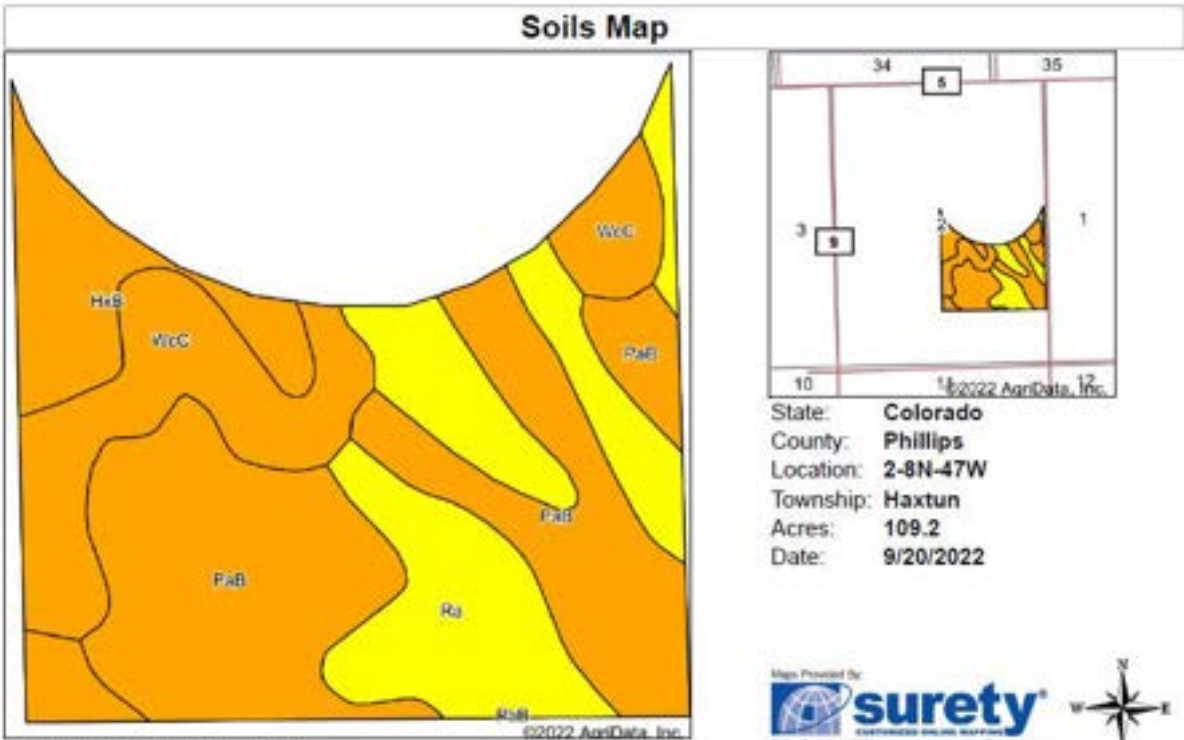
Soils data provided by USDA and NRCS. ©2022 AgriData, Inc.

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	% NCCPI Corn	% NCCPI Small Grains
Ra	Rago and Kuma loams	104.81	51.1%	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	IIIe	5.5	75	150	27	85	21	55	16	26
PaB	Platner loam, 0 to 3 percent slopes	47.80	23.3%	<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	IIIs								13	19
HxB	Haxtun sandy loam, 0 to 3 percent slopes	27.01	13.2%	<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	IIIe								22	25
WcC	Wages-Campus-Weld loams, 3 to 5 percent slopes	25.38	12.4%	<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	IIIe	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>34.3</b>	<b>% 15.8</b>	<b>% 23.4</b>

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

# SOILS MAP DRYLAND - Parcel #2



Soils data provided by USDA and NRCS.

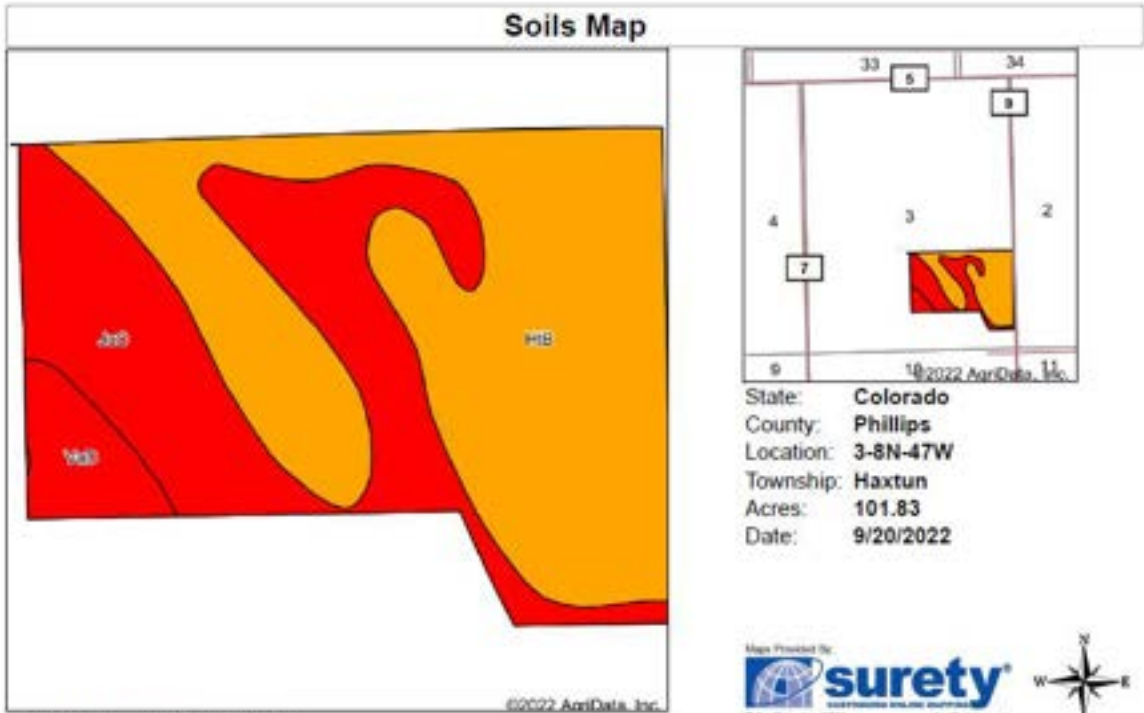
Area Symbol: CO095, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Barley Bu	Grain sorghum Bu	Wheat Bu	<sup>n</sup> NCCPI Corn	<sup>n</sup> 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	14	
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><sup>n</sup> 15.1</b>	<b><sup>n</sup> 21.5</b>

<sup>n</sup>: The aggregation method is "Weighted Average using all components"



# SOILS MAP - Parcel #3



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 Com	*n NCCPI Small Grains	
HIB	Haxtun loamy sand, 0 to 3 percent slopes	59.23	58.2%	<span style="display:inline-block; width:10px; height:10px; background-color:yellow;"></span>	IIIc	720	810	32	22	24	
JuC	Julesburg loamy sand, 3 to 5 percent slopes	36.91	36.2%	<span style="display:inline-block; width:10px; height:10px; background-color:red;"></span>	VIc				20	21	
VaD	Valent fine sand, rolling	5.69	5.6%	<span style="display:inline-block; width:10px; height:10px; background-color:red;"></span>	VIe				8	12	
Weighted Average						4.26	418.8	471.1	18.6	*n 20.5	*n 22.2

\*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, 1992

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

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

THIS FORM MUST BE SUBMITTED WITHIN 60 DAYS OF COMPLETION OF THE WORK DESCRIBED HEREON. 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 COLORADO

WELL OWNER Mary Il Olson Center NE 1/4 of the 14 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 screen from 194 to 214 ft.

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.  
 019242-F  
 11-22-42  
 5-75 1000' 100' 84%  
 DEST 1200 215 67 21.8500  
 55 160 4H  
 NL  
 105 20  
 215 04

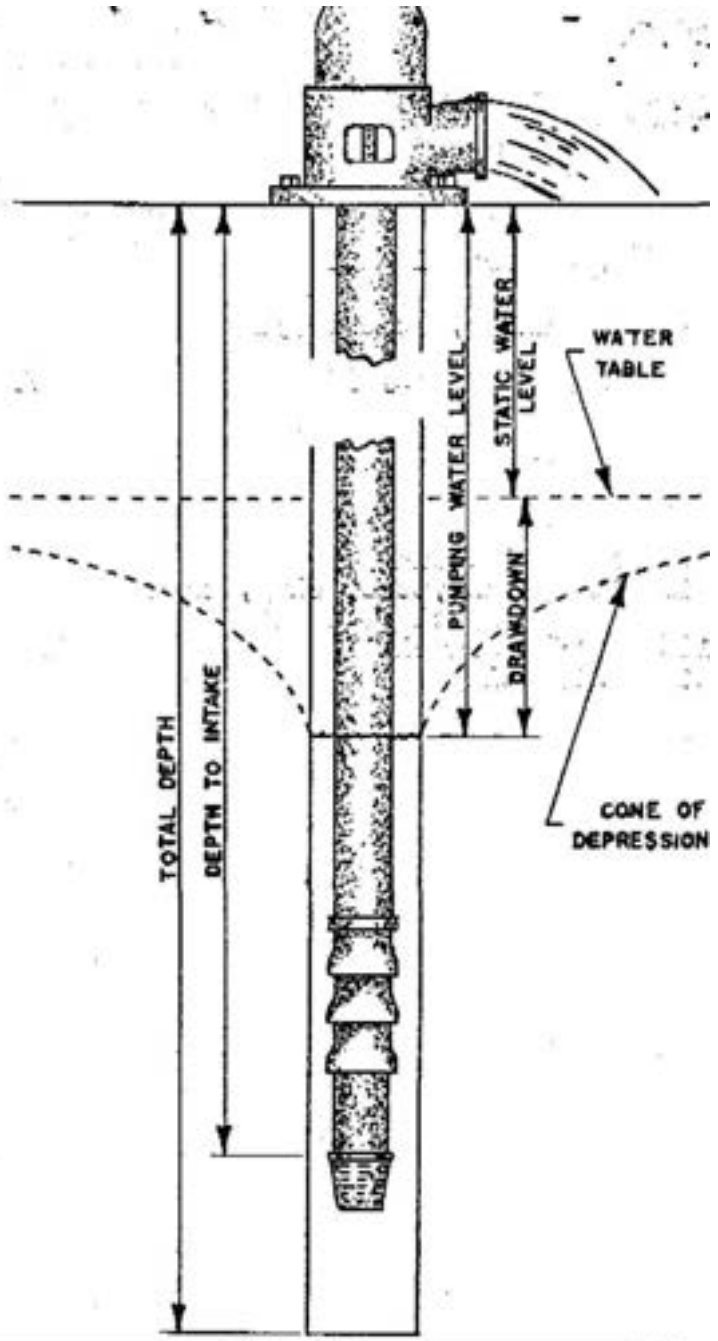
TOTAL DEPTH 214 ft.

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 41° 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  
 Well Depth \_\_\_\_\_ Casing Dia. \_\_\_\_\_ Yr. Inst. \_\_\_\_\_ Bowls ?? Legal NE 14-8-47 PHILLIPS CO.  
 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 ZUMMATIC Type \_\_\_\_\_ Nozzled for \_\_\_\_\_ GPM @ \_\_\_\_\_ PSI  
 Static Water Level 165 ft.

Pump	RPM	PSI	x	2.31 =	Ft. +	Pumping Level	+ Pump Loss	= Total Hd. Ft.	x	Flow GPM	+ 3960	=	Water HP
1.	<u>1788</u>	<u>33</u>	x	<u>2.31 =</u>	<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	<u>2.31 =</u>	_____	_____	<u>+ _____ =</u>	_____	x	_____	<u>+ 3960</u>	=	_____
3.	_____	_____	x	<u>2.31 =</u>	_____	_____	<u>+ _____ =</u>	_____	x	_____	<u>+ 3960</u>	=	_____
4.	_____	_____	x	<u>2.31 =</u>	_____	_____	<u>+ _____ =</u>	_____	x	_____	<u>+ 3960</u>	=	_____

**Electric 3 Phase:** Meter # \_\_\_\_\_ Meter Multiplier x \_\_\_\_\_ Frame # 404TP/003722PB  
 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 _____	<u>+ _____ =</u>	_____	<u>+ .746 =</u>	_____
2.	_____	x _____	<u>+ _____ =</u>	_____	<u>+ .746 =</u>	_____
3.	_____	x _____	<u>+ _____ =</u>	_____	<u>+ .746 =</u>	_____
4.	_____	x _____	<u>+ _____ =</u>	_____	<u>+ .746 =</u>	_____

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>	<u>x 1.732</u>	<u>+ 1000</u>	x <u>80</u>	<u>= 58.1</u>	x <u>1.34</u>	x <u>.92</u>	<u>- _____ =</u>	<u>71.6</u>
2.	_____	x _____	<u>x 1.732</u>	<u>+ 1000</u>	x _____	<u>= _____</u>	x <u>1.34</u>	x _____	<u>- _____ =</u>	_____
3.	_____	x _____	<u>x 1.732</u>	<u>+ 1000</u>	x _____	<u>= _____</u>	x <u>1.34</u>	x _____	<u>- _____ =</u>	_____
4.	_____	x _____	<u>x 1.732</u>	<u>+ 1000</u>	x _____	<u>= _____</u>	x <u>1.34</u>	x _____	<u>- _____ =</u>	_____

**Pump Efficiency**  
 Water HP + Pump HP = Pump Efficiency  
 1. 45.7 + 71.6 = 63.8 %  
 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  
PISTON ON, END GUN ON  
\* BOWLS SET AT 4 3/8 AFTER CLEAR, DROPPED DOWN 1 TURN, CALLS A PSI SAME

  
 Efficiency Technician



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

METER LOCATION AND ASSOCIATED WELL INFORMATION: Well Description 1924#P

WDID 1: 6806996 WDID 2:          WDID 3:          WDID 4:         

**TAMPER RESISTANT SEAL INFORMATION**

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

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

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

**NEW METER INFORMATION**

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

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

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

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: 8.000 " Wall Thickness: 0.120 " ID: 7.760 "

TEST METER (COLLINS TUBE):  Standard  Overhung

GPM Factor:          Stop Clamp Settings:         

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

Avg. Collins:          x GPM factor

Avg. QT (gpm):          (0,000.0)

**INSTALLED FLOW METER (TFM ONLY)**

	Totalizer Readings	Elapsed Time (min:sec)	Instantaneous (gpm) (Min, 10)
Stop:	<u>        </u>	<u>        </u> : <u>        </u>	<u>        </u>
Start:	<u>        </u>	0 : 0.00	<u>        </u>
Total:	<u>        </u>	<u>        </u> (Dec. Min.)	<u>        </u>
		Avg. QI (gpm) (0,000.0)	<u>        </u>

**TEST METER (VOLUMETRIC OR ULTRASONIC)**

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: <u>5.377</u>	Scale Factor: <u>101 %</u>	Test Material: <u>Carbon Steel</u>
Stop:	<u>10,322.0</u>	<u>15 : 6.30</u>			
Start:	<u>0.0</u>	<u>0 : 0.00</u>			
Total:	<u>10,322.0</u>	<u>15.11</u> (Dec. Min.)			<b>683.1</b>

**CALIBRATION COEFFICIENT (TFM ONLY)**

QT = 683.1 =          (to 0.000)  
QI =         

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

**STABILIZATION (PCC ONLY)**

Time (24:00)	Pumping Level or Discharge Rate (ft)	Discharge Rate (gpm)	Pressure (psi)
1 <u>08:50</u>	<u>        </u>	<u>688.00</u>	<u>28.0</u>
2 <u>09:05</u>	<u>        </u>	<u>684.00</u>	<u>28.0</u>
3 <u>09:20</u>	<u>        </u>	<u>678.00</u>	<u>28.0</u>
4 <u>09:35</u>	<u>        </u>	<u>683.00</u>	<u>28.0</u>
5 <u>09:50</u>	<u>        </u>	<u>686.00</u>	<u>28.0</u>

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

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1 <u>15</u>	<u>62.22</u>	<u>0.2411</u>	<b>0.2415</b>
2 <u>15</u>	<u>62.05</u>	<u>0.2417</u>	
3 <u>15</u>	<u>62.12</u>	<u>0.2415</u>	
4 <u>15</u>	<u>62.16</u>	<u>0.2413</u>	
5 <u>15</u>	<u>61.96</u>	<u>0.2421</u>	

Pt: 1.0  
Ct: 40.0  
Kh: 1.8

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = 62.60 kW (to 0.00)

PCC = (5433 x PD) ÷ (QT) = 497.9 kWh/af (to 0.0)

Sprinkler End Gun:  On  Off  None

**POWER METER INFORMATION (PCC ONLY):**

Serial No. 027310106 Reading 006166  
Power Company Highline Electric Assoc Multiplier: 40

**OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)**

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

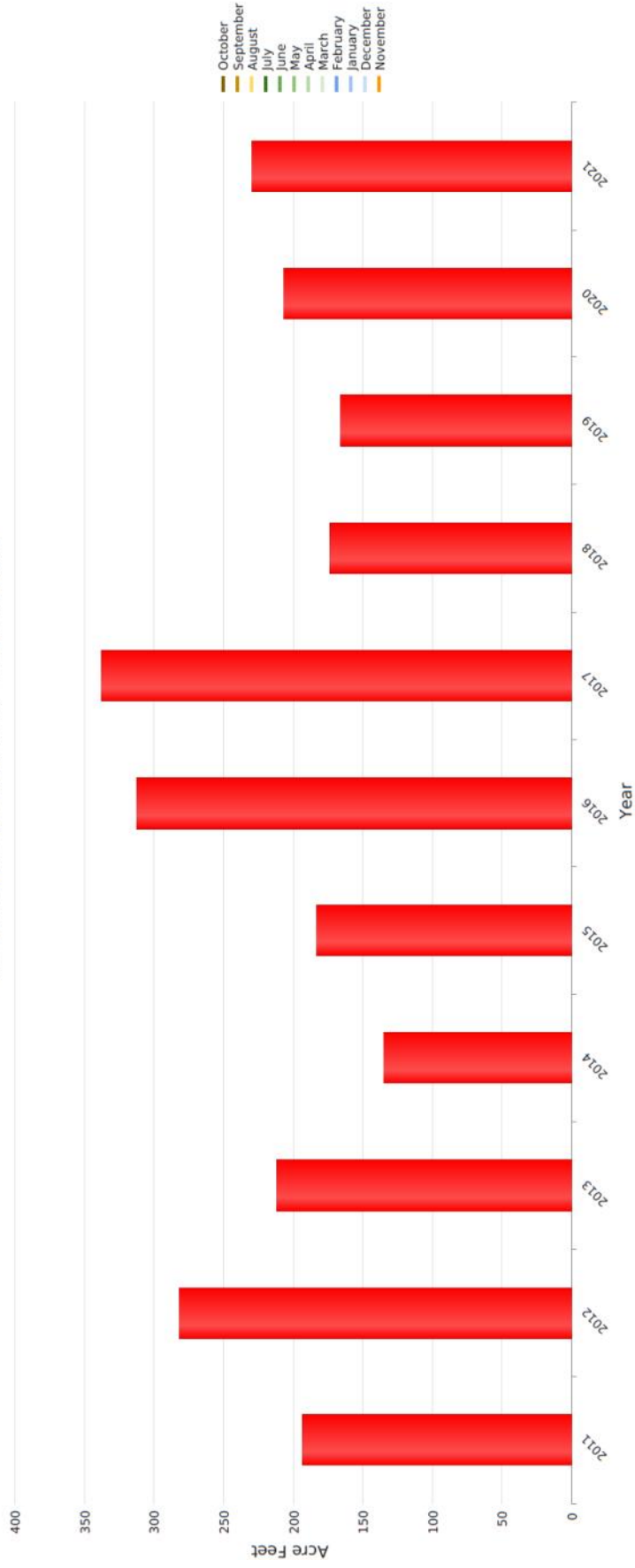
Requester Name: Brad Michael

USER CONTACT: Name/Entity: Doug Scott C/O Brad Michael Phone No.: 970-520-1033

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: 09/02/2021 Test Meter Serial No.: N5H1559T

WELL PERMIT 19242-FP (6506996) - Total (Diversions)



**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*  
\_\_\_\_\_  
Hal D. Simpson  
Acting State Engineer,  
State of Colorado

By: *Purushottam Dass*  
\_\_\_\_\_  
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

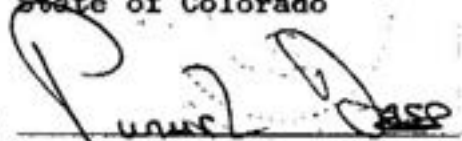
Number of acres which may be irrigated: 240 acres

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

Totalizing Flow Meter: Meter required

Done this 29<sup>th</sup> day of April, 1992

  
\_\_\_\_\_  
Hal D. Simpson  
Acting State Engineer,  
State of Colorado

By:   
\_\_\_\_\_  
Purushottam Dass, Chief  
Designated Basins Branch

WR-2002

THIS FORM MUST BE SUBMITTED WITHIN 60 DAYS OF COMPLETION OF THE WORK DESCRIBED HEREON. 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 COLO.

WELL OWNER Mary I Olson NW 1/4 of the NE 1/4 of Sec. 2

ADDRESS Haxtun, 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

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	5
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 10
276	280	Sand & gravel	X 4
280	285	Clay	

100-285 ft  
11-22-74  
600 -- 74.0  
4-77 DEPTH 350 70  
130 130 G 13.6  
280 59

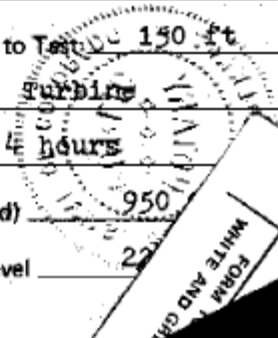
TOTAL DEPTH 285 ft

Use additional pages necessary to complete log.

RECEIVED

JUL 13 '77

WATER RESOURCES STATE ENGINEER COLO.



FORM WHITE AND GR...

# SARGENT IRRIGATION CO.

## Efficiency Test Report Electric Motor

Latitude N 40° 41' 52.6"  
 Longitude W 102° 34' 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  
 Well Depth \_\_\_\_\_ Casing Dia. \_\_\_\_\_ Yr. Inst. \_\_\_\_\_ Bowls 9-10R-H Legal NE2-8-47 PHILLIPS CO  
 Pump Mfg. VECTI-LINE SN 37771864 Col. 270?? ft. 85/8 x 2 1/2 x 1 1/2  
 Drive Mfg. V.S. (RUGBY EFF.) HP 100 SN 7057524710 Ratio 0001R-0003  
 Sprinkler T&L Type \_\_\_\_\_ Nozzled for \_\_\_\_\_ GPM @ \_\_\_\_\_ PSI  
 Static Water Level N/A ft.

Pump	RPM	PSI	x 2.31 =	Ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft.	x	Flow GPM	+	3960	=	Water HP
1.	<u>1786</u>	<u>35</u>	<u>x 2.31 =</u>	<u>80.9</u>	<u>+</u>	<u>258</u>	<u>+</u>	<u>5.3</u>	<u>=</u>	<u>344.2</u>	<u>x</u>	<u>653</u>	<u>+</u>	<u>3960</u>	<u>=</u>	<u>56.8</u>
2.			<u>x 2.31 =</u>		<u>+</u>		<u>+</u>		<u>=</u>		<u>x</u>		<u>+</u>	<u>3960</u>	<u>=</u>	
3.			<u>x 2.31 =</u>		<u>+</u>		<u>+</u>		<u>=</u>		<u>x</u>		<u>+</u>	<u>3960</u>	<u>=</u>	
4.			<u>x 2.31 =</u>		<u>+</u>		<u>+</u>		<u>=</u>		<u>x</u>		<u>+</u>	<u>3960</u>	<u>=</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.			<u>+</u>		<u>=</u>		<u>+</u>	<u>.746</u>	<u>=</u>	
2.			<u>+</u>		<u>=</u>		<u>+</u>	<u>.746</u>	<u>=</u>	
3.			<u>+</u>		<u>=</u>		<u>+</u>	<u>.746</u>	<u>=</u>	
4.			<u>+</u>		<u>=</u>		<u>+</u>	<u>.746</u>	<u>=</u>	

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>	<u>x</u>	<u>94.3</u>	<u>x</u>	<u>1.732</u>	<u>+</u>	<u>1000</u>	<u>x</u>	<u>89</u>	<u>=</u>	<u>69.4</u>	<u>x</u>	<u>1.34</u>	<u>x</u>	<u>.945</u>	<u>-</u>		<u>=</u>	<u>87.9</u>
2.																			
3.																			
4.																			

**Pump Efficiency**

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

**Bowl Efficiency**

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

\* 1 WELL RUNS 2 PIVOTS, 1 AT A TIME, RAN THE W (NORTH) PIVOT  
 \* 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  
 PIVOT OFF, END SPIRAY OFF  
 \* CASCAING WATER STARTS AT 224 FT, AIR IN FIRST TOWNE

  
 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)

**INSTALLED FLOW METER**

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)
	Acft	(min:sec)	
Stop:	<u>0.0800</u>	<u>18 : 12.03</u>	
Start:	<u>0.0400</u>	<u>0 : 0.00</u>	
Total:	<u>0.0400</u>	<u>18.20</u>	
		(Dec. Min.)	
	<b>716.2</b>	Avg. QI (gpm)	TFM Reading
		(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>	<u>16 : 35.85</u>	<b>696.5</b>
Start:	<u>0.0</u>	<u>0 : 0.00</u>	
Total:	<u>11,562.0</u>	<u>16.60</u>	
		(Dec. Min.)	Spacer Setting: <u>5.378</u> (Ultrasonic Meter Only)

**CALIBRATION COEFFICIENT (TFM ONLY)**

QT =  $\frac{696.5}{0.0400} = 0.972$  (to 0.000)  
 QI =  $\frac{716.2}{0.0400} = 0.972$  (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)	(gpm)	Pressure (psi)
1 :			
2 :			
3 :			
4 :			
5 :			

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

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1	<u>20</u>	<u>68.06</u>	<u>0.2939</u>
2	<u>20</u>	<u>68.00</u>	<u>0.2941</u>
3	<u>20</u>	<u>67.94</u>	<u>0.2944</u>
4	<u>20</u>	<u>67.70</u>	<u>0.2954</u>
5	<u>20</u>	<u>67.93</u>	<u>0.2944</u>
			<b>0.2944</b>
			Pt: <u>1.0</u>
			Ct: <u>40.0</u>
			Kh: <u>1.8</u>
		PD = Avg. Rate x 3.6 x Pt x Ct x Kh = <u>76.31</u>	kW (to 0.00)
		PCC = (5433 x PD) ÷ (QT) = <b>595.3</b>	kWh/af (to 0.0)

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

**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: \_\_\_\_\_

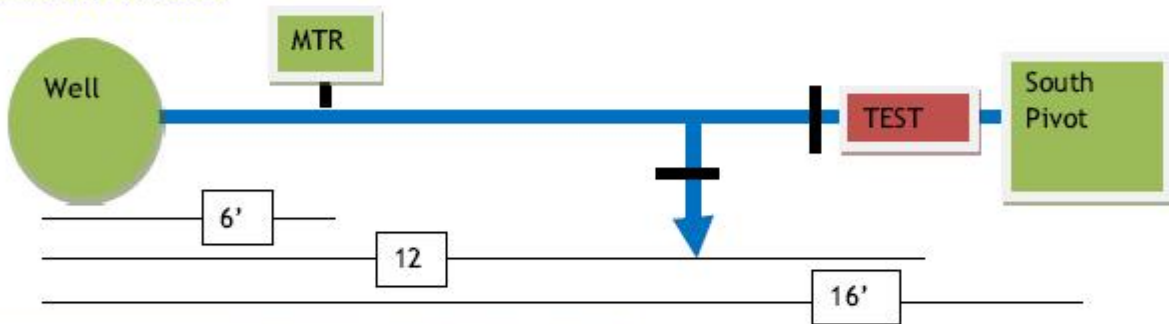
**SPRINKLER INFORMATION (PCC ONLY)**

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.

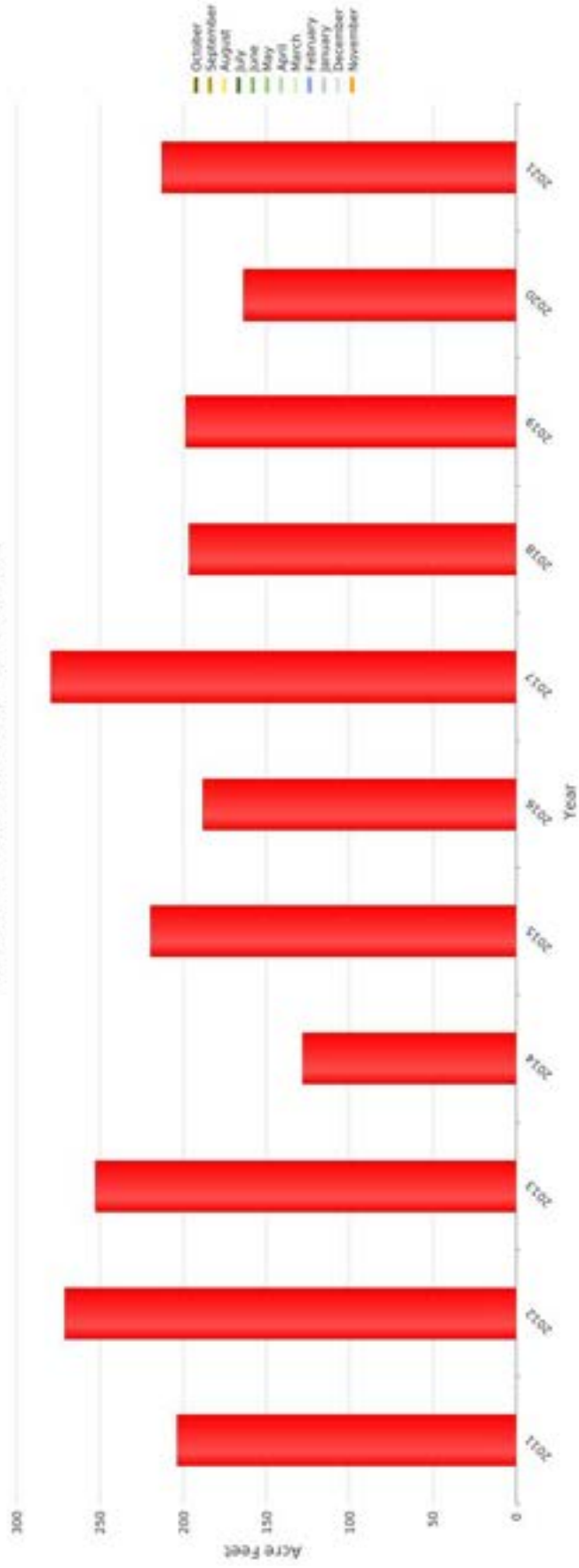
Tester Name: Nate Midcap Date of Well Test: 06/26/2019 Time of Well Test: 08:00  
 Tester Signature: [Signature] Test Meter Serial No.: NSH1559T Test Meter Manufacturer: Fuji

**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: \_\_\_\_\_

WELL PERMIT 19376-FP (6505989) - Total (Diversions)



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: October 27, 2022

**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.** Successful Bidder at Scott Irrigated & Dryland Auction (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.** Successful Bidder at Scott Irrigated & Dryland Auction (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 Phillips, Colorado (insert legal description):

Legal Description of Parcel \_\_\_ as described in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 2022.

known as: n/a  
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**:

As stated in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 2022.

~~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):

54  
55  
56  
57 **2.6. Exclusions.** The following items are excluded (Exclusions):

58  
59 As stated in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 6, 2022.

60  
61  
62  
63 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

64  **2.7.1. Deeded Water Rights.** The following legally described water rights:

65  
66 Water rights as stated in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 6, 2022.

67  
68 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

69  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,  
70 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

71  
72  
73  
74  
75  
76  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
77 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,  
78 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
79 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
80 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
81 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
82 As stated in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 6, 2022.

83  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

84  
85  
86  
87 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
88 conveyed as part of the Purchase Price as follows:

89  
90  
91  
92 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
93 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

94 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
95 § 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  
96 to Buyer by executing the applicable legal instrument at Closing.

97 **2.7.7. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water  
98 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

99 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

100  
101 Growing crops as stated in Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 2022.

102  
103 **3. DATES, DEADLINES AND APPLICABILITY.**

104 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	n/a
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	October 27, 2022
4	§ 8	Record Title Objection Deadline	n/a



5	§ 8	Off-Record Title Deadline	n/a
6	§ 8	Off-Record Title Objection Deadline	n/a
7	§ 8	Title Resolution Deadline	n/a
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	n/a
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	n/a
35	§ 10	Due Diligence Documents Objection Deadline	n/a
36	§ 10	Due Diligence Documents Resolution Deadline	n/a
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	December 2, 2022
44	§ 17	Possession Date	See Detail Brochure
45	§ 17	Possession Time	5:00 pm MT
46	§ 27	<b>Acceptance Deadline Date</b>	See Detail Brochure
47	§ 27	<b>Acceptance Deadline Time</b>	5:00 pm MT

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

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

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

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

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

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

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

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

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ Successful Bid-	
2	§ 4.3.	Earnest Money		\$ 15% of Successful Bid
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		\$ Successful Bid less 15%
10		<b>TOTAL</b>	\$ Successful Bid	\$ Successful Bid

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

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

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

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

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

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

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

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

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

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

163 **4.5. New Loan. (Omitted as Inapplicable)**

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. (Omitted as Inapplicable)**

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>
-------------------------------

201 **5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as Inapplicable)**

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.**~~

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

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

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

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

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

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

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

456 ~~9.1.1. Ordering of New ILC or New Survey.  Seller  Buyer will order the New ILC or New Survey. The~~  
457 ~~New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date~~  
458 ~~after the date of this Contract.~~

459 ~~9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before~~  
460 ~~Closing, by:  Seller  Buyer or:~~

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

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

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

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

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

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

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

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

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

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



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

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

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

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

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

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

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

527 **10.6. Due Diligence.**

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

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

534  
535

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 634 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

## 654 CLOSING PROVISIONS

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

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

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

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

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 WITHHOLDING.**

684 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
685 to be paid at Closing, except as otherwise provided herein.

686 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
687  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

688 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
689 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
690 associated with or specified in the Status Letter will be paid as follows:

691 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  Buyer  
692  Seller  One-Half by Buyer and One-Half by Seller  N/A.

693 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer  
694 and One-Half by Seller  N/A.

695 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
696 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
697 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

698 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
699 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

700 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
701 Buyer and One-Half by Seller  N/A.

702 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
703  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

704 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
705 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
706  One-Half by Buyer and One-Half by Seller  N/A.

707 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
708 \$\_\_\_\_\_ for:

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

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

712 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
713 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

714 **15.9. FIRPTA and Colorado Withholding.**

715 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
716 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
717 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
718 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  
719 person for purposes of U.S. income taxation.

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

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

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

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

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

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

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

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

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

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,  
749 subject to the Leases as set forth in § 10.6.1.1. As stated in the Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 2022.  
750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
751 to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
752 notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered.

753

**GENERAL PROVISIONS**

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

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

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

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

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

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

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

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for  
791 the growing crops.

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

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

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

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

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

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

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

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

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

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

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

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

848 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
888 Commission.)

889 See Exhibit A attached.  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899

900 **30. OTHER DOCUMENTS.**

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

- 902 1.) Scott Irrigated & Dryland Auction Detail Brochure Printed: October 11, 2022.
- 903 2.) Phillips County Abstract Title Commitment #806329, 806330, 806331

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

905 n/a  
906  
907  
908

909 **SIGNATURES**

910 Buyer's Name: Successful Bidder at Scott Irrigated & Dryland Auction Buyer's Name: \_\_\_\_\_

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

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

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

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

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

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

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



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

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

912

913

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

**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: Reck Agri Realty & auction  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: Ben Gardiner  
Broker's License #: \_\_\_\_\_

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

Address: 535 E Chestnut, PO Box 407  
Sterling  
Phone No.: 970-522-7770  
Fax No.: 970-522-7365  
Email Address: bgardiner@reckagri.com

**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: Reck Agri Realty & Auction

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

Broker's Name: Ben Gardiner

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

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

Address: 535 E Chestnut, PO Box 407

Sterling, CO 80751

Phone No.: 970-522-7770

Fax No.: 970-522-7365

Email Address: bgardiner@reckagri.com

914

## 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.

---

### **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:

[Scott Irrigated & Dryland Auction](#)

or real estate which substantially meets the following requirements:

---

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

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

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

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

**CHECK ONE BOX ONLY:**

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

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

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

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

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

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

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

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

**BUYER ACKNOWLEDGMENT:**

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On October 27, 2022, Broker provided \_\_\_\_\_ (Buyer) with this document via email \_\_\_\_\_ and retained a copy for Broker’s records.

Brokerage Firm’s Name: Reck Agri Realty & Auction

\_\_\_\_\_  
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



B 32  
P 288

# THE UNITED STATES OF AMERICA,

Certificate No. 14710

To all to Whom these Presents shall come, GREETING:

Whereas, George Bairbridge 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 Lawson, 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

Section Fourteen in township eight the North east quarter of  
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 Bairbridge

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 Bairbridge 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 Bairbridge 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 Harrison  
By M. M. Keay Secretary.  
J. M. Townsend Recorder of the General Land Office.

Recorded, Vol. 17 Page 166

Filed for Record the 1 day of July A. D. 1891, at 9 o'clock A. M.  
No 9467  
By W. B. Beago Recorder  
By W. B. Beago 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 lots 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 Harrison  
By M. McKim Secretary.

W. O. Roberts Recorder of the General Land Office.

Recorded, Vol. 1 Page 229

Filed for Record the 7<sup>th</sup> day of Dec A. D. 1893, at 9<sup>30</sup> o'clock P.M.

W. B. Beagles Recorder  
 By Paul Makinon Deputy.

7627

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall Come, GREETING:

Timber Culture Certificate No. 420

APPLICATION 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 Stirling 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 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 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.

By the President: William McKinley

By F. M. McLean Secretary

Recorded, Vol. 50  
Page 410

C. H. Brush  
Recorder of the General Land Office.

Filed for Record the 16 day of September A. D. 1891, at 4<sup>21</sup> o'clock P. M.  
A. H. White  
Recorder

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

B. 33  
C. 525

# 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 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of the heirs of Andrew Hector has been established and duly commuted, 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 Twenty seven West, of the Sixth Principal Meridian, in Colorado, containing One Hundred and thirty-six acres, and Twenty three Eighths 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 Hector 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 Hector 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 hereby granted, as provided by law. and this is reserved from the lands hereby granted by the authority of the United States for ditches or canals constructed by its authority of the United States.

In Testimony Whereof, I, Richard Russell 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: R. Russell  
C. H. Branch Secretary  
C. H. Branch Recorder of the General Land Office

Recorded, Vol. 1114, Page 220

Filed for Record the 25<sup>th</sup> day of September A. D. 1866 at Stirling, Col.  
A. C. Evans

#30510

Book 194  
Page 106

C-1530-8

170306

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

STATE OF Colorado  
COUNTY OF Phillips  
Entered on numerical index  
~~Book 194~~ recorded in the office of the  
County Clerk (Register of Deeds) on  
the 23rd day of June, 1969  
at 2:45 o'clock PM and recorded in  
book 194 at page 106-107  
Mary Louise Green  
County Clerk - Register of Deeds  
By: Mary Ellen Jorgensen 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  
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: 2/10/1972

Charles E. Matthews, Jr.  
Notary Public



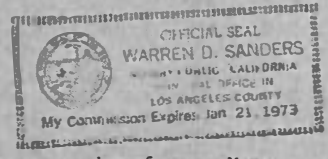
STATE OF California )  
 ) ss  
COUNTY OF Los Angeles )

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



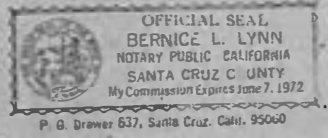
STATE OF California )  
 ) ss  
COUNTY OF Santa Cruz )

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:  
7 1972

Bernice L. Lynn  
Notary Public





228407

PREPARED BY: Aaron P. Rofwarg, 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

Conveyance BETH CUMMING PHILLIPS COUNTY  
REC.FEE: \$1.00 DOC.FEE: \$0.00 TOTAL.FEE: \$1.00

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

*D*

ASSIGNEE:

SOURCE GAS DISTRIBUTION LLC

By:

Daniel E. Watson

Title: President

*D*

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  
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  
STATE OF COLORADO  
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

Parcel ID	Grantor	Grantee	Assessment Date	Page	Turn	Range	Section	Lot
CO-001881	Clinton Keasing	Kansas-Nebraska Natural Gas Company Inc	12/16/1964	87	6N	44W	5	NW
CO-001882	State of Colorado Department of Highways	Kansas-Nebraska Natural Gas Company Inc	5/23/1967		6N	44W	5	NE
CO-001883	Arpy Hargreaves, a widow	Kansas-Nebraska Natural Gas Company Inc	12/16/1964	89	6N	44W	5	SW
CO-001884	Edith Hargreaves, a widow	Kansas-Nebraska Natural Gas Company Inc	12/16/1964	91	6N	44W	5	SE
CO-001885	George F. Garland	Kansas-Nebraska Natural Gas Company Inc	12/16/1964	93	6N	44W	5	S2
CO-001886	Jerome C. Brunke	Kansas-Nebraska Natural Gas Company Inc	1/4/1965	84	6N	44W	5	SW
CO-006139	Lewis H. Dirks	Kansas-Nebraska Natural Gas Company Inc	12/16/1964	96	6N	44W	10	N2
CO-007532	Phillips County	Kinder Morgan Inc	1/4/2005		6N	44W	5	SE
CO-001895	Dorothy M. Reimer	Kansas-Nebraska Natural Gas Company Inc	10/27/1970	150	6N	44W	5	NE

RECEIVED: 4/18/07 12:45 PM  
 BETH CUMMINGS  
 COUNTY CLERK  
 PHILLIPS COUNTY  
 OFFICE: 0100  
 TOTAL FEES: \$1.00  
 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

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

2 of 8

M/10/97 12:45 PM Page 4 of 10  
 RECEIVED: 5:1 00  
 CONVEYANCE  
 BETH CUMMINGS  
 PHILLIPS COUNTY  
 TOTAL FEE: 61 80  
 DOC FEE: 0 00

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

Subtract	Grantor	County	Acres	Date	Book	Page	Section	Range	Township	County
CO-003283	Dudden Elevators, Inc.	Phillips	192	7/2/1968	192	549	42W	7N	19	N2
CO-006143	Dudden Elevator, Inc.	Phillips	193	3/19/1969	193	370	42W	7N	20	N2
CO-008145	D & L Inc.	Phillips	193	3/27/1969	193	371	42W	7N	19	NE
CO-001876	Sam Krieg and Louise Krieg	Phillips	185	12/16/1964	185	84	44W	7N	31	N2
CO-001877	State of Colorado Department of Highways	Phillips	185	2/5/1965	185	85	44W	7N	31	N2
CO-001878	Roy Fleming	Phillips	185	12/16/1964	185	85	44W	7N	32	W2
CO-001879	John Vasa	Phillips	192	5/4/1967	192	612	44W	7N	31	S2
CO-001880	State of Colorado Department of Highways	Phillips	192	2/25/1965	192	612	44W	7N	31	N2
CO-003417	Debra J. Austin, et al	Phillips	221	8/13/1979	221	975	44W	7N	8	SWSE

4/18/07 12:45 PM Page 5 of 10  
 Phillips County, Kansas  
 REFERENCE TO PUBLIC RECORDS  
 TOTAL FEE: \$1.00

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

Parcel ID	Grantee	Assessment Date	Acres	Page	7N	44W	7	SW
CO-003870	Colorado Department of Highways	5/24/1965						
CO-001888	Glenda M. Stain	1/22/1965	185	75	7N	45W	25	SW
CO-001889	Gary C. Willmon and Gladys M. Willmon	12/30/1964	185	76	7N	45W	35	NE
CO-001890	Charles D. Reimer	1/22/1965	185	78	7N	45W	35	NW
CO-001891	Millage Farms	1/25/1965	185	79	7N	45W	35	SW
CO-001892	E. C. Foote and Mary K. Foote, Inw	1/25/1965	185	80	7N	45W	27	SE
CO-001893	C. M. Foote and Mary Janet Foote, Inw	1/25/1965	185	82	7N	45W	27	SW
CO-001894	George A. Vogts	10/29/1971	202	149	7N	45W	33	
CO-003715	Clyde W. Cromwell and Inez E. Cromwell	3/1/1968	192	85	8N	42W	28	SW
CO-003716	William O. Kueger and Glenda R. Krueger	3/19/1968	192	88	8N	42W	32	NW

4/10/07 12:45 PM Page 8 of 10  
 RECEIVED BY THE CLERK OF PHILLIPS COUNTY  
 APR 10 2007  
 TOTAL FEE: \$1.00

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

Agreement Number	Grantor	Grantee	Assessed Date	Book	Page	Town	Range	Section	Dir
CO-003717	Ed C. Schlep and Lena M. Schlep	Kansas-Nebraska Natural Gas Company Inc	1/17/1968	192	88	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	183	475	8N	47W	22	SE

4/18/07 12:45 PM Page 7 of 10 226407  
 Conveyance BETH CURTIZ PHILLIPS COUNTY  
 REC'D: 01 08 DOCFEE: 8 00 TOTAL FEE: 81 00

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

Assessment	Grantor	County	Assessment Date	Book	Page	Tract	Acres	NE	SE	SW	NW
CO-001889	Marvin E. Switzer, et al	Kansas-Nebraska Natural Gas Company Inc	4/1/1989	193	478	8N	47W	22			
CO-001890	Gregory L. Bamford, single	Kansas-Nebraska Natural Gas Company Inc	4/1/1989	193	479	8N	47W	15			
CO-001991	Abner Durbar and Cynthia L. Durbar	Kansas-Nebraska Natural Gas Company Inc	5/20/1989	194	142	8N	47W	10			
CO-001992	Raymond Pejck, single	Kansas-Nebraska Natural Gas Company Inc	4/10/1989	194	143	8N	47W	2			
CO-001993	Paul Lester Seger, et ux	Kansas-Nebraska Natural Gas Company Inc	5/17/1989	194	144	8N	47W	10			
CO-001994	Clarence L. Kindig, et al	Kansas-Nebraska Natural Gas Company Inc	5/23/1989	194	106	8N	47W	2			
CO-006146	Maxine Powell	Kansas-Nebraska Natural Gas Company Inc	8/13/1976	212	440	8N	47W	20			

6 of 8

COPIES OF THIS DOCUMENT ARE ON FILE IN THE PUBLIC RECORDS OFFICE OF PHILIPS COUNTY, KANSAS. DATE: 12/10/87 12:49 PM. PAGE 8 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

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

4/10/07 12:45 PM Page 8 of 10  
 Conveyance BETH CUMMING  
 RECEIVED: 01-08  
 COUNTY OF PHILLIPS  
 DEPT. OF REVENUE

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

Agreement Number	Surf	Grantee	Crabtree	Assessment Date	Block	Page	Face	Reg	Sec	OO	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	8/31/1954			8N	47W	30	NE	
									19	SW	
									29	E2	

Phillips County, Colorado

4/18/07 12:49 PM Page 10 of 10  
 Conveyance: BETH CUMMINS  
 RECEIVED: \$1.00 DOCFEE: \$0.00  
 PHILLIPS COUNTY  
 TOTAL FEE: \$1.00  
 226407

# 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

# 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 fiftieth



BY THE PRESIDENT: Benjamin Harrison  
By Edw. Macfarland Asst. Secretary.  
J. P. Conwell Recorder of the General Land Office.  
ad inter

Recorded, Vol. 234, Page 377

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

J. W. Briggs President  
By L. L. Blaine Deputy.