

**DETAIL BROCHURE
ELMS IRRIGATED FARM
LAND AUCTION
November 15, 2022
REVISED & PRINTED: November 1, 2022**

ELMS IRRIGATED FARM LAND AUCTION

Yuma County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with NO RESERVE

ON

Thursday, November 15, 2022
10:30 am, MT
Yuma County Fairgrounds
Yuma, Colorado

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
marcreck@reckagri.com
www.reckagri.com

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Terms & Conditions

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

In the event of inclement weather, check reckagri.com and our Facebook page.

OVERVIEW: The ELMS Farm property is situated approximately 20± miles southeast of Yuma in Central Yuma County, CO. This area has excellent groundwater and each pivot has its own well located near the pivot point. Each well has 400 ac-ft of annual appropriation. Parcel #1 also has 100,000± bu grain storage. This is an excellent opportunity to expand or invest in two to four contiguous irrigated quarters.

SALE TERMS/PROCEDURE: The ELMS FARM IRRIGATED LAND AUCTION is a land auction with NO RESERVE. The property will be offered as a "MULTI PARCEL" Auction in 2 Parcels, and as a Single Unit. The Parcels and Single Unit will be offered in the sale order as stated herein. The Parcels and Single Unit will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the 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 herein.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 16, 2022. Closing to be conducted by Yuma County Abstract and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by General Warranty Deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment herein; an 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. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the *Contract to Buy and Sell Real Estate (Land)*.

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 of the land upon closing. Seller reserves possession of grain storage bins until June 1, 2023 and may enter the property to move grain stored in the grain bins.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation, domestic or livestock use, including but not limited to the following: Well Permits #19136-FP, #19137-FP, #19138-FP, and #19139-FP. 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 livestock/domestic/irrigation wells and condition of all irrigation equipment. Seller to provide list of irrigation equipment to be included and excluded.

GROWING CROPS: None

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels or Single Unit as designated herein. Buyer(s) and Seller, at closing, to sign a Memorandum of Understanding (MOU) stating the base acres and yields as designated herein.

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 herein 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.

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

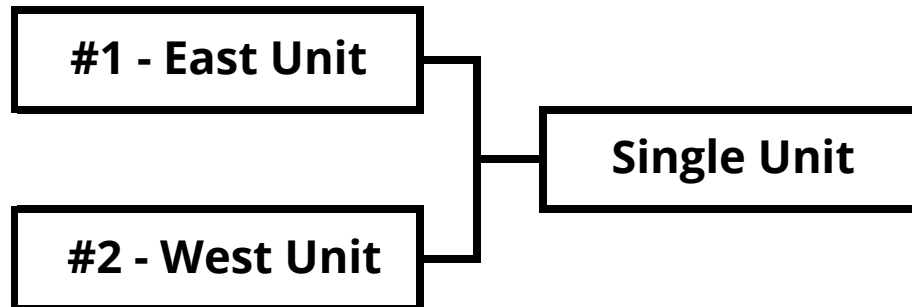
BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth herein. This Detail Brochure may be obtained by visiting auction property page at www.reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to 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 general location purposes only. 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 this 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 and/or auctioneer. Partners of the Seller reserve the right to bid.

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Auction Bracket & Sale Order

ELMS IRRIGATED LAND AUCTION BRACKET



SALE ORDER

#1 - East Unit

#2 - West Unit

Single Unit

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Location Map



**Parcel
#1**

East Unit Parcel Map



East Unit Parcel Information



Legal Description:

W1/2 of Section 1, Township 2 South, Range 46 West of the 6th PM, Yuma County, CO.
See Pages 72-86 for legal description, title commitment, and title exceptions.

Acreage:

250.0± Ac Pivot Irrigated
69.7± Ac Grass Corners/Rds
<hr/>
319.7± TOTAL ACRES

Land Tenure:

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

Taxes & Assessments:

2021 real estate taxes payable in 2022 were: \$6,926.64, including \$3,842.50 for RRWCD & \$48.00 for Central GWMD.

FSA Information:

FSA bases: 253.7 ac corn w/ 169 bu PLC yield; 0.25 ac wheat w/ 80 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permits #19136-FP & #19139-FP each appropriated for 400 ac-ft. Wells are drilled to 337' and 334' deep, respectively. Current well test shows static water level of 168-170'.

Equipment includes older Raincat sprinklers, 2 - 100 HP electric motors and pumps. Per J&J Irrigation, south pivot nozzled at 950 GPM @ 45# psi and north pivot nozzled at 800 GPM @ 40# psi.

See Pages 14-29 for copy of Well Permits and original well logs, historical diversion graphs, 2020 TFM tests and current well tests by Country Well & Pump.

Improvements:

Two 50,000± bu steel grain bins with aeration.

Comments:

Seller reserves possession of the grain bins until June 1, 2023. North circle is wheat stubble, south circle is corn.

Bid Price:



**Parcel
#2**

West Unit Parcel Map



West Unit Parcel Information



Legal Description:

E1/2 of Section 2, Township 2 South, Range 46 West of the 6th PM, Yuma County, CO.
See Pages 87-99 for legal description, title commitment, and title exceptions.

Acreage:

250.0± Ac Pivot Irrigated
69.8± Ac Grass Corners/Rds

319.8± TOTAL ACRES

Land Tenure:

Soils consists primarily of Class III & IV. See Soils Map on Page 13.

Taxes & Assessments:

2021 real estate taxes payable in 2022 were: \$6,034.46, including \$3,654.00 for RRWCD & \$48.00 for Central GWMD.

FSA Information:

FSA bases: 253.7 ac corn w/ 169 bu PLC yield; 0.25 ac wheat w/ 80 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permits #19137-FP & #19138-FP each appropriated for 400 ac-ft. Wells are drilled to 289' and 315' deep, respectively. Current well test shows static water level of 169-170'. Equipment includes an older Raincat and Valley sprinklers, 2 - 100 HP electric motors and pumps. Per J&J Irrigation, south pivot nozzled at 850 GPM @ 45# psi and north pivot nozzled at 850 GPM @ 35# psi.

See Pages 30-46 for copy of Well Permits and original well logs, historical diversion graphs, 2020 TFM tests and for current well tests by Country Well & Pump.

Comments:

Stock well utilized for stock watering.

Bid Price:





Single Unit Information



Legal Description:

See Parcels #1 & #2.

Acreage:

500.0± Ac Pivot Irrigated

139.5± Ac Grass Corners/Rds

639.5± TOTAL ACRES

Land Tenure:

See Parcels #1 & #2

Taxes & Assessments:

2021 real estate taxes payable in 2022 were: \$12,961.10, including \$7,496.50 for RRWCD & \$96.00 for Central GWMD.

FSA Information:

FSA bases: 507.4 ac corn w/ 169 bu PLC yield; 0.5 ac wheat w/ 80 bu PLC yield.

Irrigation Water & Equipment:

See Parcels #1 and #2.

Improvements:

See Parcels #1 & #2.

Comments:

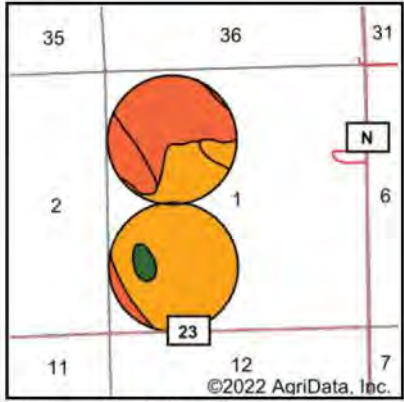
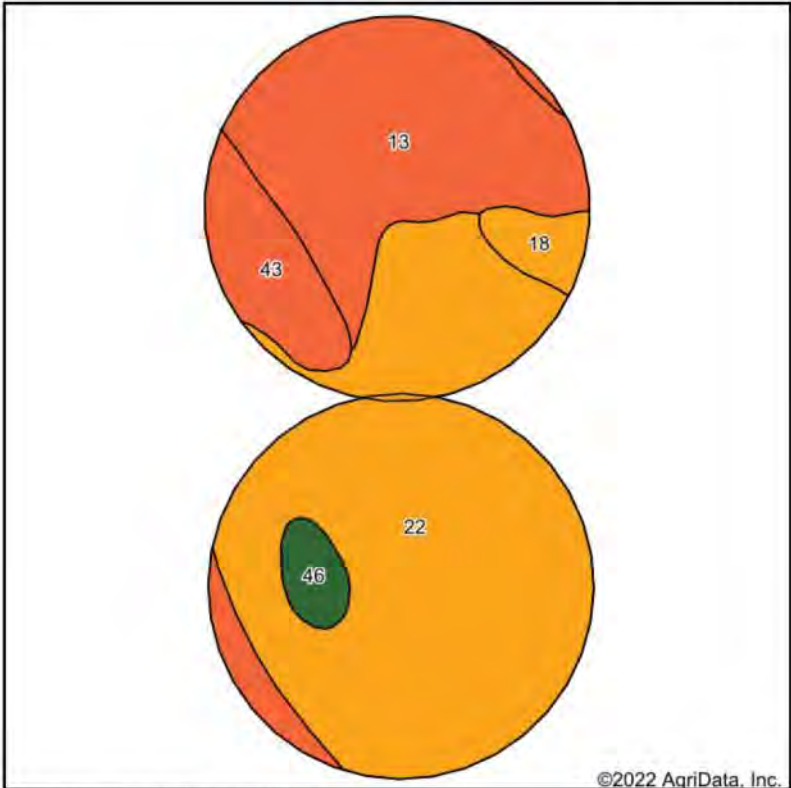
See Parcels #1 & #2.

Bids:



Parcel #1

Soils Map



State: Colorado
 County: Yuma
 Location: 1-2S-47W
 Township: Yuma
 Acres: 250
 Date: 10/18/2022



Soils data provided by USDA and NRCS.

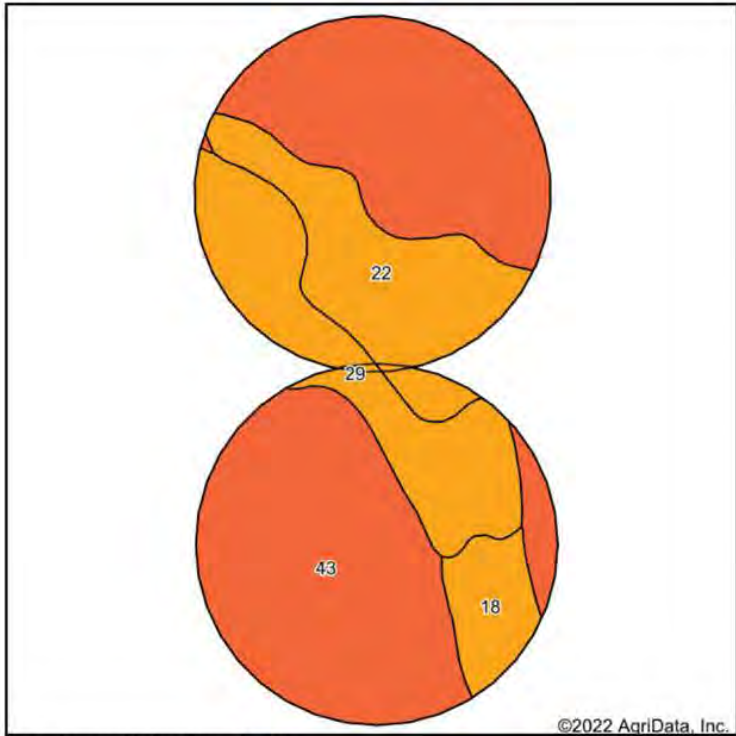
©2022 AgriData, Inc.

Area Symbol: CO125, Soil Area Version: 22

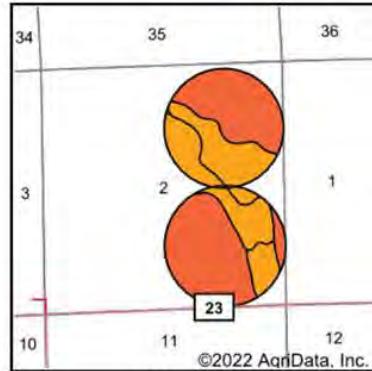
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	*n NCCPI Corn	*n NCCPI Small Grains
22	Julesburg loamy sand, 0 to 3 percent slopes	143.57	57.4%		IIIe	21	22
13	Dailey loamy sand	67.33	26.9%		IVe	11	14
43	Valent sand, 3 to 9 percent slopes	26.25	10.5%		IVe	3	9
18	Haxtun loamy sand, 0 to 3 percent slopes	6.80	2.7%		IIIe	22	24
46	Valent sand-Valent, eroded complex, 1 to 25 percent slopes	6.05	2.4%		VIe	6	8
				Weighted Average		*n 16.1	*n 18.2

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

Soils Map



Soils data provided by USDA and NRCS.



State: Colorado
 County: Yuma
 Location: 2-2S-47W
 Township: Yuma
 Acres: 249.54
 Date: 10/18/2022



Area Symbol: CO125, Soil Area Version: 22								
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu	*n NCCPI Corn	*n NCCPI Small Grains
43	Valent sand, 3 to 9 percent slopes	149.46	59.9%		IVe		3	9
29	Manter loamy sand	45.17	18.1%		IIIe	45	13	18
22	Julesburg loamy sand, 0 to 3 percent slopes	41.43	16.6%		IIIe		21	22
18	Haxtun loamy sand, 0 to 3 percent slopes	13.48	5.4%		IIIe		22	24
Weighted Average					3.60	8.1	*n 8.8	*n 13.6

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



Well Permit #19136-FP

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 19136FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: October 2, 1974

Use: IRRIGATION

Name of Claimant: JOHN A WESTERBERG

Location of well: SW1/4 of the NW1/4 of Section 1, Township 2 S,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1200 gallons per minute


Number of acres which may be irrigated: 160 acres

Description of acres irrigated: NW1/4 SEC 1, T2S, R46W

Totalizing Flow Meter: Meter required

Done this 8th day of March, 1991


Jeris A. Danielson
State Engineer,
State of Colorado

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

COLORADO DIVISION OF WATER RESOURCES

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

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JUL 6 '77

TYPE OR
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STATEMENT MAILED
ON REQUEST.

STATE OF COLORADO

AFFIDAVIT

COUNTY OF Yuma } SS.

WATER RESOURCES
STATE ENGINEER
COLO.

- STATEMENT OF BENEFICIAL USE OF GROUND WATER
- AMENDMENT OF EXISTING RECORD
- LATE REGISTRATION

PERMIT NUMBER 019136-F

LOCATION OF WELL

THE AFFIANT(S) John A. Westerberg
whose mailing address is Star Route

County Yuma
SW 1 of the NW 1 section

City Eckley Colorado 80727

Twp. 2 S Rng. 47 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above at distances of 1321 feet from the north section line and 1319 feet from the west section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 30 day of June, 19 77; the maximum sustained pumping rate of the well is 1,253 gallons per minute, the pumping rate claimed hereby is 1,200 gallons per minute; the total depth of the well is 317.6 feet; the average annual amount of water to be diverted is 400 acre-feet; for which claim is hereby made for agricultural

purpose(s); the legal description of the land on which the water from this well is used is NW 1/4, Sec. 1, Twp. 2-S, Rng. 47-W, 6 P.M. of which 160 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) [Signature]
Subscribed and sworn to before me on this 5th day of July, 19 77

My Commission expires: 9-10-80

[Signature]
NOTARY PUBLIC

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY

Court Case No. _____

Prior. _____ Mo. _____ Day _____ Yr. _____

Div. 1 City 63

Sec. _____ 1/4 _____ 1/4 _____ 1/4 _____

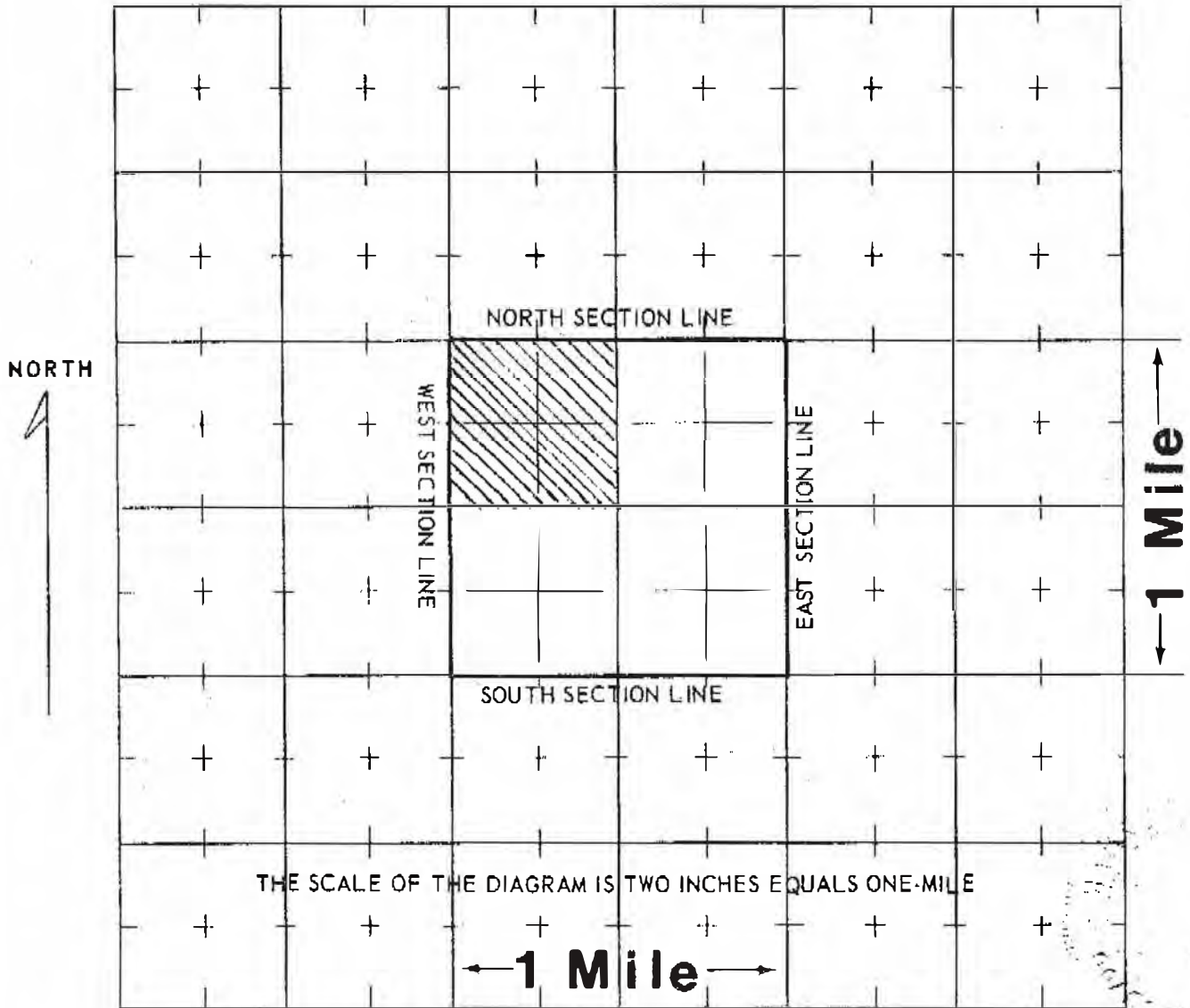
Well Use 6

Dist. 65 Basin 1 Man. Dis. 5

Well drilled by WESTERN WELL & PUMP COMPANY Lic. No. 847
 Permanent Pump installed by WESTERN WELL & PUMP COMPANY Lic. No. 847
 Meter Serial No. _____ Flow Meter Date Installed _____
 Owner of land on which water is being used John A. Westerberg

THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



WATER EQUIVALENTS TABLE (Rounded Figures)

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER
 PINK COPY WILL BE RETURNED TO OWNER)**

COLORADO DIVISION OF WATER RESOURCES

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

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MAY 21 '76

WATER RESOURCES
STATE ENGINEER
COLO.

THIS FORM MUST BE SUBMITTED
WITHIN 90 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019136-F

WELL OWNER John Westerberg

SW ¼ of the NW ¼ of Sec. #1

ADDRESS Vernon, Colorado 80755

T. 2 S. R. 47 W. 6th P.M.

DATE COMPLETED March 26, 19 76

HOLE DIAMETER

30 in. from 0 to 337.6 ft.

 in. from to ft.

 in. from to ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 18 & kind steel from 0 to 171 ft.

Size 18 & kind steel from 223 to 301.6 ft.

Size 18 & kind steel from 317.6 to 337.6 ft.

Perforated Casing

Size 18 & kind johnson from 171 to 223 ft.

Size 18 & kind johnson from 301.6 to 317.6 ft.

Size & kind from to ft.

GROUTING RECORD

Material concrete

Intervals 0 - 10

Placement Method pour

GRAVEL PACK: Size 1/4 x 5/8

Interval 10 - 337.6

TEST DATA

Date Tested March 29, 1976

Static Water Level Prior to Test 89' ft.

Type of Test Pump Turbine

Length of Test Two Hours

Sustained Yield (Metered) 1,253 gpm

Final Pumping Water Level 109'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	25	Sand & sandy clay	
25	78	Sand & sand stone	
78	95	Sand clay & sand stone	2
95	130	Sand stone & sand	35
130	170	Sandy clay	7
170	185	Sand & sand stone	
185	192	Gravel	
192	209	Sand stone cement	47
209	217	Gravel	
217	308	Clay	-
308	318	Gravel	10
318	326	Ochre	
326	337.6	Shale	

JOHN WESTERBERG
19136-F
10-2-74
1200 400 44%
3-76 89 229 68 SC
RSNR 1253 318 101 2H.
20 shale

TOTAL DEPTH 337.6

Use additional pages necessary to complete log.

COMMENTS:

COLORADO
Division of Water Resources
Department of Natural Resources



COUNTRY WELL & PUMP, LLC.

209 SOUTH ALBANY P.O. BOX 421
YUMA, CO. 8075 970-848-5137

DENNY BLAIR / CO. LICENSE # 1221
NE. LICENSE # 29421
970-630-0968

TERRY FRITZ
970-630-0434

ELECTRIC WELL & PUMP REPORT

OWNER;	ULRICH	DATE OF TEST;	9/26/22	WELL #;	ELMS 12
PUMP;	TURINE	MAKE;	PEERLESS	SERIAL #;	
PUMP DEPTH;	?	DROP PIPE; 8"	SHAFT;	1-1/2"	OIL TUBE; 2-1/2"
MOTOR;	U.S.	MOTOR SERIAL #;	R067247536-004	HP;	100
AMPS;	118"	VOLTAGE STAMP;	460	FRAME #;	404TP
WELL DEPTH;	?	DIAMETER;	16"	CASING;	STEEL
VOLTAGE NOT RUNNING;		1. 498 2. 498		3. 497	
STATIC WATER LEVEL;	170'	TYPE OF METER;	MCCROMETER	PIPE SIZE;	8"

GPM	WPL.	PRESSURE	TDH. IN FT.	VOLTS	AMPS	AVG. AMP	HP.	EFF.
1090	191'	OPEN		494,494,493	89,90,89			
830	188'	35	268'	494,494,493	85,86,88	494/86	79	65%
800	188'	40	280'	494,494,493	84,85,86	494/85	78	66%
750	187'	45	290'	494,494,493	83,84,84	494/84	77	66%
730	187'	50	290'	494,494,493	82,83,84	494/83	76	65%
700	186'	55	301'	494,494,493	81,82,83	494/82	75	65%

REMARKS; PUMP & MOTOR SOUND OK.

NOTES: Per driller's log, total well depth is 337'

Well Permit #19139-FP

Parcel
#1

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 19139FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: October 2, 1974

Use: IRRIGATION

Name of Claimant: JOHN A WESTERBERG

Location of well: SW1/4 of the SW1/4 of Section 1, Township 2 S,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

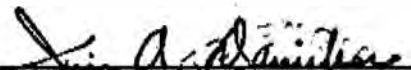
Maximum pumping rate: 1200 gallons per minute


Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SW1/4 SEC 1, T2S, R47W

Totalizing Flow Meter: Meter required

Done this 8th day of March, 1991


Joris A. Danielson
State Engineer,
State of Colorado

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

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.

Denver, Colorado 80203

RECEIVED

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TYPE OR PRINT IN BLACK INK COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

STATE OF COLORADO

COUNTY OF Yuma

SS.

AFFIDAVIT WATER RESOURCES STATE ENGINEER COLO.

- STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
LATE REGISTRATION

PERMIT NUMBER 019139-F

LOCATION OF WELL

THE AFFIANT(S) John A. Westerberg
whose mailing address is Star Route

County Yuma
SW 1/4 of the SW 1/4 Section 1

City Eckley Colorado 80727

Twp. 2 S Rng. 47 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 1,319 feet from the south section line and 1,319 feet from the west section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 30 day of June, 19 77; the maximum sustained pumping rate of the well is 1,253 gallons per minute, the pumping rate claimed hereby is 1,200 gallons per minute; the total depth of the well is 334.3 feet; the average annual amount of water to be diverted is 400 acre-feet; for which claim is hereby made for agricultural

purpose(s); the legal description of the land on which the water from this well is used is SW 1/4, Sec. 1, Twp. 2-S, Rng. 47-W, 6 P.M., of which

160 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) John A. Westerberg
Subscribed and sworn to before me on this 5th day of July, 19 77

My Commission expires: 9-10-80

Notary Public signature and name

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY
Court Case No.
Prior Mo. Day Yr.
Div. 1 City. 63
Sec. Well Use 6
Dist. 65 Basin 1 Man Dis 5

Well drilled by WESTERN WELL & PUMP COMPANY Lic. No. 847

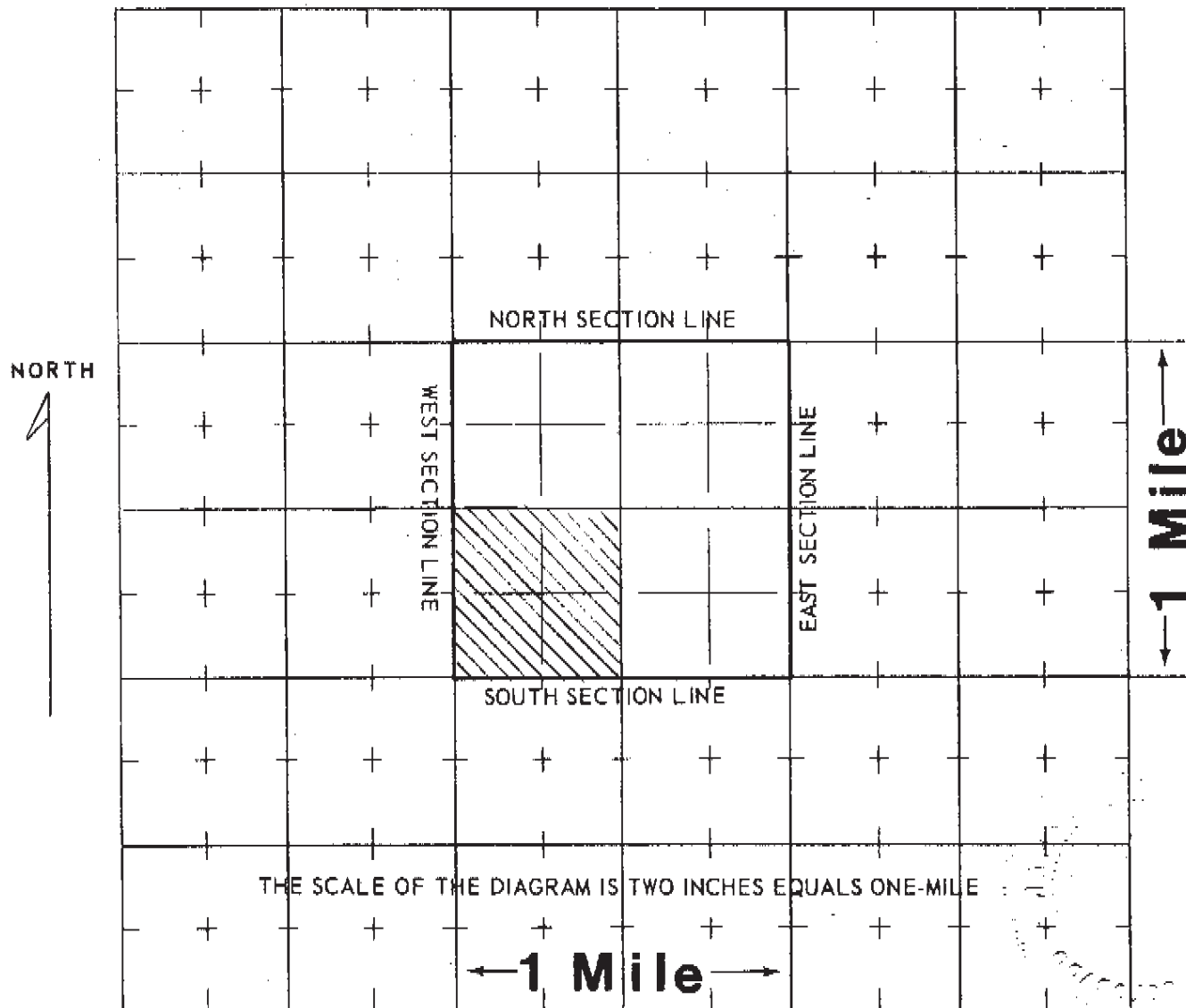
Permanent Pump installed by WESTERN WELL & PUMP COMPANY Lic. No. 847

Meter Serial No. _____ Flow Meter Date Installed _____

Owner of land on which water is being used John A. Westerberg

THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



WATER EQUIVALENTS TABLE (Rounded Figures)

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER
PINK COPY WILL BE RETURNED TO OWNER)**

Well #1

COLORADO DIVISION OF WATER RESOURCES

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

RECEIVED

MAY 21 '76

WATER RESOURCES
STATE ENGINEER
C.O.D.

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019139-F

WELL OWNER John Westerberg

SW 1/4 of the SW 1/4 of Sec. #1

ADDRESS Vernon, Colorado 80755

T. 2 S. R. 47 W. 6th P.M.

DATE COMPLETED March 17, 1976

HOLE DIAMETER

30 in. from 0 to 334.3 ft.

WELL LOG

Table with 4 columns: From, To, Type and Color of Material, Water Loc.
0-13 Sand & sand clay
13-24 Sand stone & sand clay
24-40 Sand stone & gravel
40-63 Sand stone & sand clay
63-67 Sand stone & sand
67-105 Sand stone & clay sand streaks
105-118 Sand clay
118-122 Sand stone
122-170 Sand clay
170-197 Gravel
197-203 Sand stone
203-223 Gravel
223-286 Sand clay
286-307 Gravel
307-309 Sand clay
309-318 Ochre
318-323 Gravel & sand
323-334.3 Shale

in. from to ft.

in. from to ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 18 & kind steel from 0 to 179.3 ft.

Size 18 & kind steel from 199.3 to 207.3 ft.

Size 18 & kind steel from 225.3 to 288.3 ft.

18 steel 314.3 334.3

Perforated Casing

Size 18 & kind johnson from 179.3 to 199.3 ft.

Size 18 & kind johnson from 207.3 to 225.3 ft.

Size 18 & kind johnson from 288.3 to 314.3 ft.

GROUTING RECORD

Material Concrete

Intervals 0 - 10

Placement Method pour

GRAVEL PACK: Size 1/4 x 5/8

Interval 10 - 334.3

TEST DATA

Date Tested April 2, 1976

Static Water Level Prior to Test 87' ft.

Type of Test Pump Turbine

Length of Test Two Hours

Sustained Yield (Metered) 1,253 gpm

Final Pumping Water Level 120'

TOTAL DEPTH 334.3

Use additional pages necessary to complete log.

Handwritten notes: 19139-F, 10-21-74, 1200 400, 37 136, 323 158 119, 50%, 38 S.C., 24, 160, 3-76, 1253, 33



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 _____
WDID 1: [] [] [] [] [] [] 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: _____ " Wall Thickness: _____ " ID: _____ "

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:	_____	_____ : _____	_____
Start:	_____	_____ : _____	_____
Total:	_____	_____ (Dec. Min.)	_____
		Avg. QI (gpm) (0,000.0)	_____

TEST METER (VOLUMETRIC OR ULTRASONIC)			
	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting:
Stop:	_____	_____ : _____	_____
Start:	_____	_____ : _____	Avg. QT (gpm) (0,000.0)
Total:	_____	_____ (Dec. Min.)	_____

CALIBRATION COEFFICIENT (TFM ONLY)
QT= _____ = _____ (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)	(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 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	Pt: _____
4 _____	_____	_____	Ct: _____
5 _____	_____	_____	Kh: _____

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)
As Owner or Owner Agent, I hereby request a variance to Measurement Rules for use of a Correction Coefficient or Power Conversion Coefficient as represented on this test. I understand that this Coefficient (TFM or PCC) will be utilized to calculate diversions associated with this meter.
Requester Name: _____

$PD = Avg. Rate \times 3.6 \times Pt \times Ct \times Kh =$ _____ kW (to 0.00)
 $PCC = (5433 \times PD) \div (QT) =$ _____ kWh/af (to 0.0)
Sprinkler End Gun: On Off None

POWER METER INFORMATION (PCC ONLY):
Serial No. _____ Reading _____
Power Company _____ Multiplier: _____

USER CONTACT: Name/Entity: _____ Phone No.: _____

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: © _____ Date of Well Test: _____ Test Meter Serial No.: _____

COMMENTS:



COUNTRY WELL & PUMP, LLC.

2021

209 SOUTH ALBANY P.O. BOX 421
YUMA, CO. 8075 970-848-5137

DENNY BLAIR / CO. LICENSE # 1221
NE. LICENSE # 29421
970-630-0968

TERRY FRITZ
970-630-0434

ELECTRIC WELL & PUMP REPORT

OWNER;	ULRICH	DATE OF TEST;	9/26/22	WELL #;	ELMS 9
PUMP;	TURINE	MAKE;	PEERLESS	SERIAL #;	
PUMP DEPTH;	?	DROP PIPE; 8"	SHAFT;	1-1/2"	OIL TUBE; 2-1/2"
MOTOR;	U.S.	MOTOR SERIAL #;	C9981-00-464	HP;	100
AMPS;	120	VOLTAGE STAMP;	460	FRAME #;	404TP
WELL DEPTH;	?	DIAMETER;	16"	CASING;	STEEL
VOLTAGE NOT RUNNING;		1. 492 2. 497		3. 491	
STATIC WATER LEVEL;	168'	TYPE OF METER;	MCCROMETER	PIPE SIZE;	8"

GPM	WPL.	PRESSURE	TDH. IN FT.	VOLTS	AMPS	AVG. AMP	HP.	EFF.
1120	195'	OPEN		489,488,487	120,123,121			
890	192'	35	272'	489,488,487	112,115,111	488/113	102	54%
860	190'	40	282'	489,488,487	110,112,109	488/111	100	52%
810	189'	45	292'	489,488,487	108,110,108	488/109	98	51%
760	188'	50	303'	489,488,487	105,108,106	488/106	95	50%
700	187'	55	313'	489,488,487	102,103,104	488/103	92	48%

REMARKS; PUMP & MOTOR RUN OK.

NOTES: Per driller's log - total depth of well is 334'

Well Permit #19137-FP

Parcel
#2

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 19137FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: October 2, 1974

Use: IRRIGATION

Name of Claimant: JOHN A WESTERBERG

Location of well: SW1/4 of the NE1/4 of Section 2, Township 2 S,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1200 gallons per minute


Number of acres which may be irrigated: 160 acres

Description of acres irrigated: NE1/4 SEC 2, T2S, R47W

Totalizing Flow Meter: Meter required

Done this 8th day of March, 1991


Jeris A. Dantelgen
State Engineer,
State of Colorado

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

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.

Denver, Colorado 80203

RECEIVED

JUL 6 '77

TYPE OR PRINT IN BLACK INK COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

STATE OF COLORADO

COUNTY OF Yuma

SS.

AFFIDAVIT

WATER RESOURCES STATE ENGINEER COLO.

- STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
LATE REGISTRATION

PERMIT NUMBER 019137-F

LOCATION OF WELL

THE AFFIANT(S) John A. Westerberg
whose mailing address is Star Route

County Yuma
SW 1/4 of the NE 1/4 Section 2

City Eckley Colorado 80727

Twp. 2 S Rng. 47 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon, the well is located as described above, at distances of 1,321 feet from the north section line and 1,321 feet from the east section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 30 day of June, 19 77; the maximum sustained pumping rate of the well is 1,001 gallons per minute, the pumping rate claimed hereby is 1,200 gallons per minute; the total depth of the well is 289 feet; the average annual amount of water to be diverted is 400 acre-feet; for which claim is hereby made for agricultural

purpose(s); the legal description of the land on which the water from this well is used is NE 1/4, Sec. 2, Twp. 2-S, Rng. 47-W, 6 P.M. of which 160 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) John A. Westerberg
Subscribed and sworn to before me on this 5th day of July, 19 77

My Commission expires: 9-10-80

Notary Public signature and name

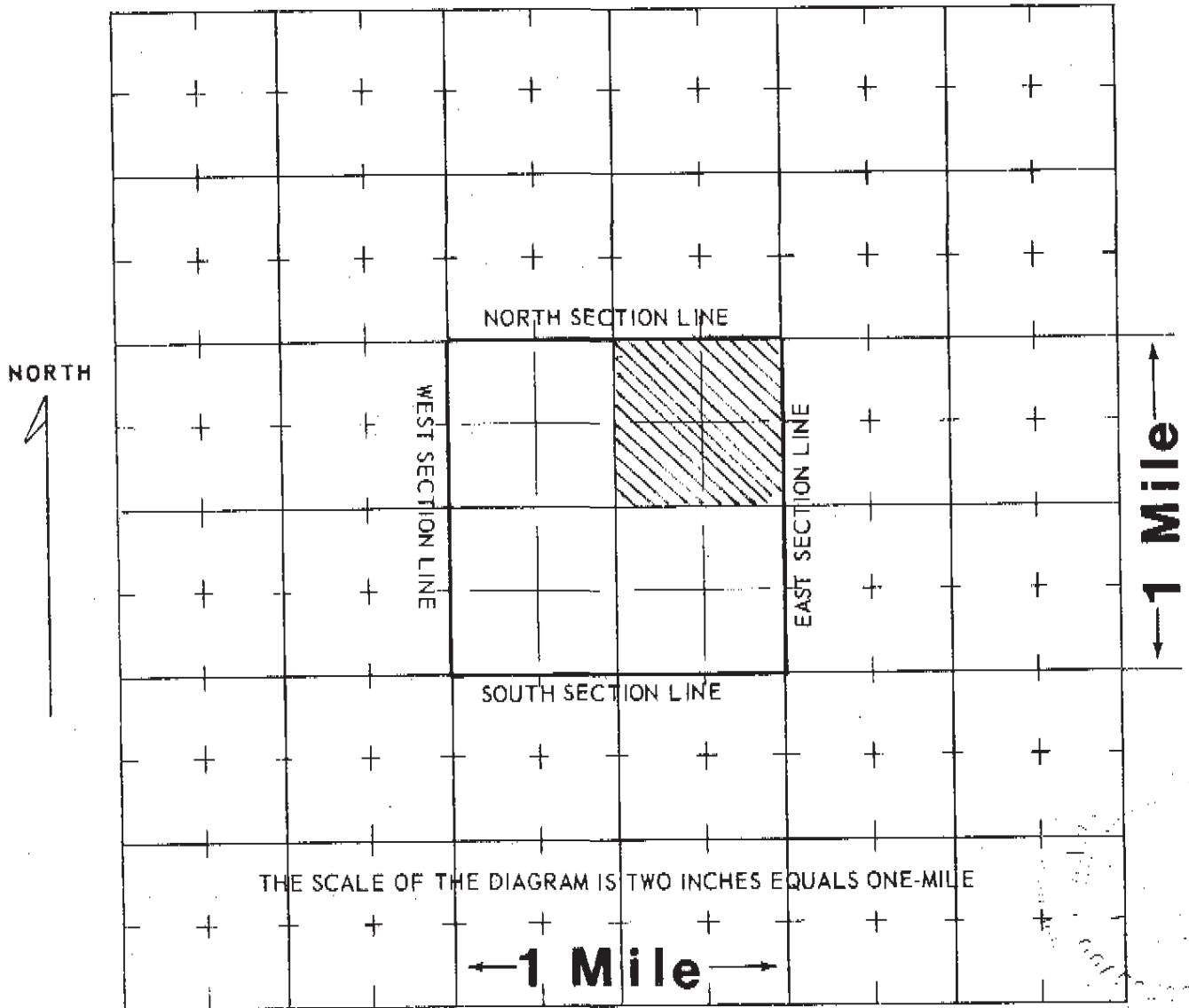
ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY
Court Case No.
Prior. Mo. Day Yr.
Div. 1 Cty. 63
Sec. 1/4 1/4 1/4
Well Use 6
Dist. 65 Basin 4 Man Dis. 5

Well drilled by WESTERN WELL & PUMP COMPANY Lic. No. 847
 Permanent Pump installed by BURLINGTON PUMP SERVICE Lic. No. _____
 Meter Serial No. _____ Flow Meter Date Installed _____
 Owner of land on which water is being used _____

THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



WATER EQUIVALENTS TABLE (Rounded Figures)

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER
 PINK COPY WILL BE RETURNED TO OWNER)**

RECEIVED

COLORADO DIVISION OF WATER RESOURCES

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

MAY 21 '76

WATER RESOURCES
STATE ENGINEER
COLO.

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019137-F

WELL OWNER John Westerberg

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

ADDRESS Vernon, Colorado 80755

T. 2 S. R. 47 W. 6 th P.M.

DATE COMPLETED April 23, 19 76

HOLE DIAMETER

30 in. from 0 to 289 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 18 & kind steel from 0 to 210 ft.

Size 18 & kind steel from 270 to 289 ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 18 & kind Johnson from 210 to 270 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material concrete

Intervals 0 - 10

Placement Method pour

GRAVEL PACK: Size 1/4 x 5/8

Interval 10 - 289

TEST DATA

Date Tested April 23, 1976

Static Water Level Prior to Test 76' ft.

Type of Test Pump Turbine

Length of Test Three Hours

Sustained Yield (Metered) 1,001 gpm

Final Pumping Water Level 88'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	35	Sand & sandy clay	
35	50	Sand stone & clay	
50	55	Gravel	
55	80	Sand clay	
80	90	Gravel	1
90	185	Sand stone and sandy clay	10
185	208	Gravel	63
208	210	Sand stone	25
210	217	Sandy clay	1
217	223	Gravel	6
223	231	Sandy clay	1
231	247	Gravel	16
247	254	Sandy clay	1
254	270	Gravel	16
270	281	Clay	
281	286	Ochre	
286	289	Shale	

WESTERBERG
19137-F
10-2-74
1200 400 72%
4-76 76 194 339.0.
RSNR 1001 270 135 140 34.
12
shale
160

TOTAL DEPTH 289'

Use additional pages necessary to complete log.



COLORADO
Division of Water Resources
Department of Natural Resources

COMMENTS:

COUNTRY WELL & PUMP, LLC.

209 SOUTH ALBANY P.O. BOX 421
YUMA, CO. 8075 970-848-5137

DENNY BLAIR / CO. LICENSE # 1221
NE. LICENSE # 29421
970-630-0968

TERRY FRITZ
970-630-0434

ELECTRIC WELL & PUMP REPORT

OWNER; ULRICH DATE OF TEST; 9/26/22 WELL #; ELMS 11
 PUMP; TURINE MAKE; PEERLESS SERIAL #;
 PUMP DEPTH; ? DROP PIPE; 8" SHAFT; 1-1/2" OIL TUBE; 2-1/2"
 MOTOR; U.S. MOTOR SERIAL #; R2040297 HP; 100
 AMPS; 115 VOLTAGE STAMP; 460 FRAME #; 404TP
 WELL DEPTH; ? DIAMETER; 16" CASING; STEEL
 VOLTAGE NOT RUNNING; 1. 496 2. 496 3. 498
 STATIC WATER LEVEL; 169' TYPE OF METER; MCCROMETER PIPE SIZE; 8"

GPM	WPL.	PRESSURE	TDH. IN FT.	VOLTS	AMPS	AVG. AMP	HP.	EFF.
940		OPEN		491,491,490	91,92,94			
630	185'	35	265'	491,491,490	80,83,80	491/81	74	52%
590	184'	40	276'	491,491,490,	78,80,78	491/79	72	49%
480	181'	45	284'	491,491,490	72,74,72	491/73	66	47%
700	187'	30	245'	491,491,490	83,86,85	491/85	77	51%
740	188'	25	256'	491,491,490	85,87,85	491/86	78	51%

REMARKS; PUMP & MOTOR RUN OK.

NOTES: Per driller's log, total depth of well is 289'

Well Permit #19138-FP

Parcel
#2

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 19138FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: October 2, 1974

Use: IRRIGATION

Name of Claimant: JOHN A WESTERBERG

Location of well: SW1/4 of the SE1/4 of Section 2, Township 2 S,
Range 47 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 1200 gallons per minute


Number of acres which may be irrigated: 160 acres

Description of acres irrigated: SE1/4 SEC 2, T2S, R46W

Totalizing Flow Meter: Meter required

Done this 8th day of March, 1991


Jeris A. Daniels
State Engineer,
State of Colorado

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

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.

Denver, Colorado 80203

TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

STATE OF COLORADO

COUNTY OF Yuma

SS.

AFFIDAVIT

RECEIVED

JUL 6 '77

WATER RESOURCES STATE ENGINEER COLO.

- X STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
LATE REGISTRATION

PERMIT NUMBER 019138-F LOCATION OF WELL

THE AFFIANT(S) John A. Westerberg County Yuma
whose mailing address is Star Route SW 1/4 of the SE 1/4, Section 2
City Eckley Colorado 80727 Twp. 2 S Rng. 47 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 1,319 feet from the south section line and 1,321 feet from the east section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 30 day of June, 19 77; the maximum sustained pumping rate of the well is 1,253 gallons per minute, the pumping rate claimed hereby is 1,200 gallons per minute; the total depth of the well is 295.3 feet; the average annual amount of water to be diverted is 400 acre-feet; for which claim is hereby made for agricultural purpose(s); the legal description of the land on which the water from this well is used is SE 1/4, Sec. 2, Twp. 2-S, Rng. 47-W, 6 P.M. of which

160 acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) John A. Westerberg
Subscribed and sworn to before me on this 5th day of July, 19 77.

My Commission expires: 9-10-80

Notary Public signature and name

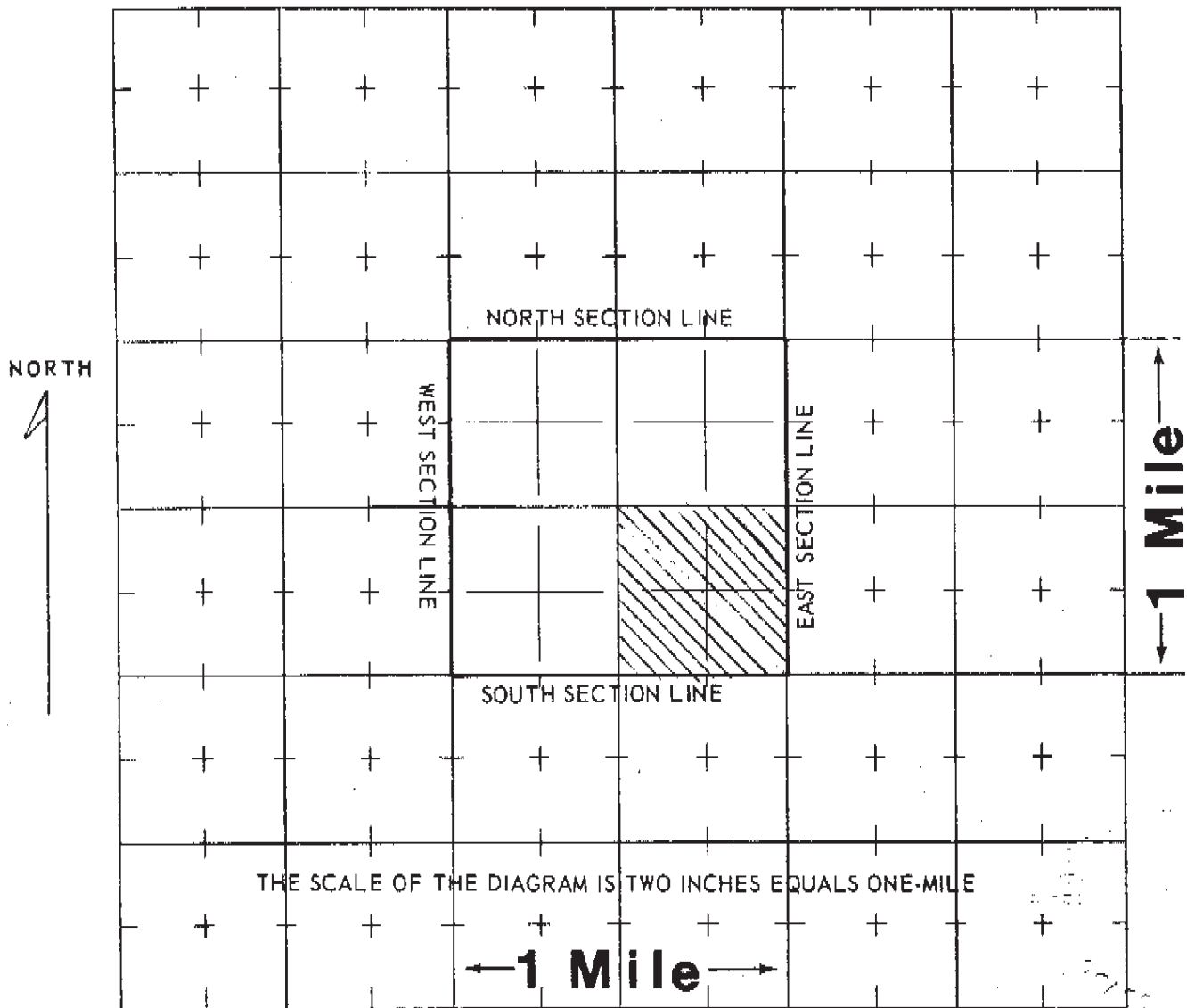
ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY
Court Case No.
Prior. Mo. Day Yr.
Div. 1 Cty. 63
Sec. 1/4 1/4 1/4
Well Use 6
Dist 65 Basin 1 Man. Dis. 5

Well drilled by WESTERN WELL & PUMP COMPANY Lic. No. 847
 Permanent Pump installed by WESTERN WELL & PUMP COMPANY Lic. No. 847
 Meter Serial No. _____ Flow Meter Date Installed _____
 Owner of land on which water is being used John A. Westerberg

THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



WATER EQUIVALENTS TABLE (Rounded Figures)

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER
 PINK COPY WILL BE RETURNED TO OWNER)**

Well #3

COLORADO DIVISION OF WATER RESOURCES

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 019138-F

RECEIVED

MAY 21 '76

WATER RESOURCES STATE ENGINEER COLO.

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

WELL OWNER John Westerberg

SW 1/4 of the SE 1/4 of Sec. #2

ADDRESS Vernon, Colorado 80755

T. 2 S. R. 47 W. 6th P.M.

DATE COMPLETED March 23, 1976

HOLE DIAMETER

30 in. from 0 to 315.3 ft.

in. from to ft.

in. from to ft.

DRILLING METHOD reverse rotary

CASING RECORD: Plain Casing

Size 18 & kind steel from 0 to 221.3 ft.

Size 18 & kind steel from 241.3 to 267.3 ft.

Size 18 & kind steel from 295.3 to 315.3 ft.

Perforated Casing

Size 18 & kind johnson from 221.3 to 241.3 ft.

Size 18 & kind johnson from 267.3 to 295.3 ft.

Size & kind from to ft.

GROUTING RECORD

Material concrete

Intervals 0 - 10

Placement Method pour

GRAVEL PACK: Size 1/4 x 5/8

Interval 10 - 315.3

TEST DATA

Date Tested March 29, 1976

Static Water Level Prior to Test 85' ft.

Type of Test Pump Turbine

Length of Test Two hours

Sustained Yield (Metered) 1,253 gpm

Final Pumping Water Level 100'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	98	Sand & sandy clay	48
98	157	Sand stone & sandy clay	39
157	170	Sand stone & sand (small gravel)	13
170	176	Sandy clay	1
176	187	Gravel	11
187	217	Sandy clay & sand stone streaks	10
217	220	Sand	3
220	234	Sandy clay	2
234	246	Gravel	13
246	247	Sand stone	13
247	279	Sandy clay	10
279	304	Gravel	25
304	312	Ochre	
312	315.3	Shale	

19138-F
10-2-74
1200 400
3-76 RSNR 35 274 219 65%
1253 304 143 84 5C
15 shale 24
160

TOTAL DEPTH 315.3

Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks no pump or motor installed

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

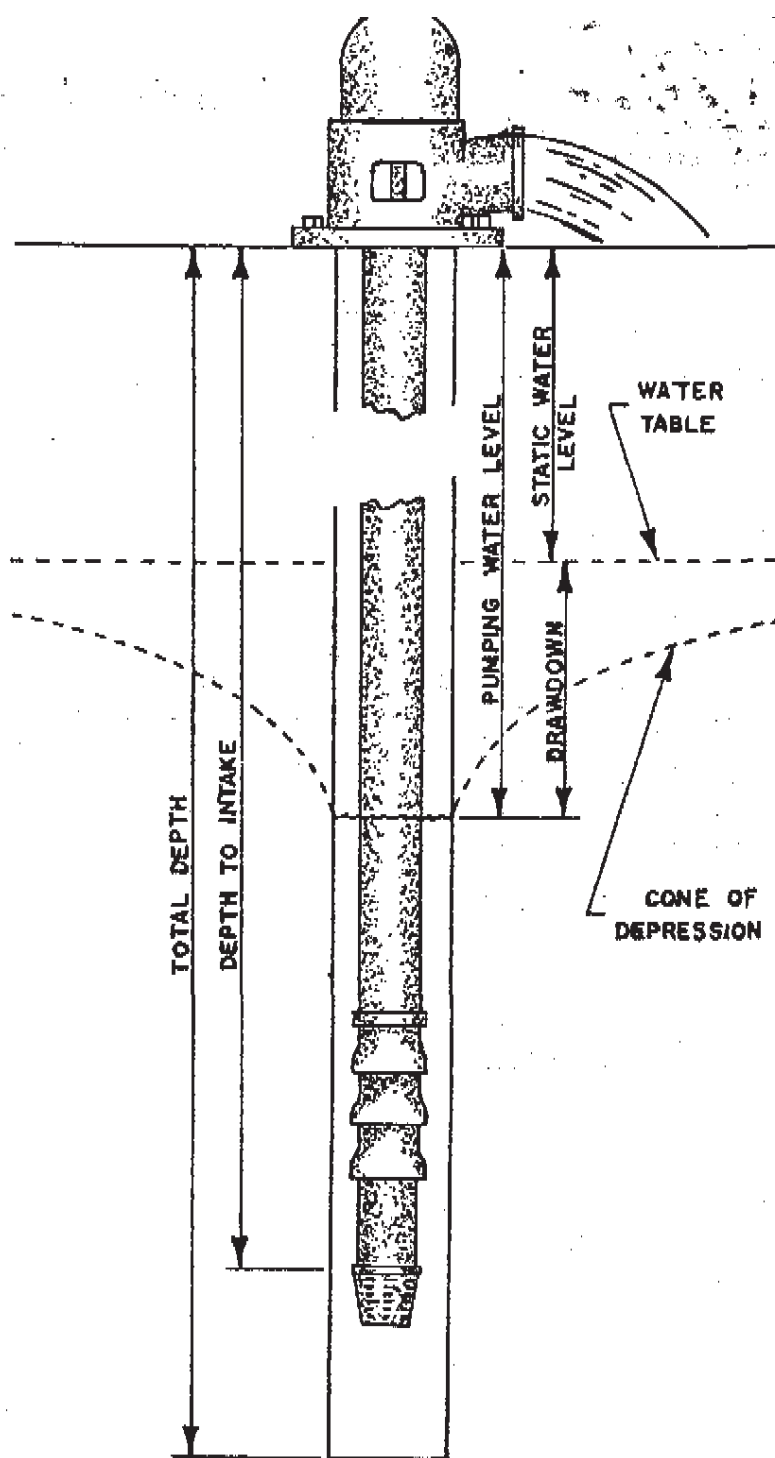
Static Water Level Prior to Test _____

Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

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 Roy F. Senior

License No. 847

State of Kansas, County of Thomas

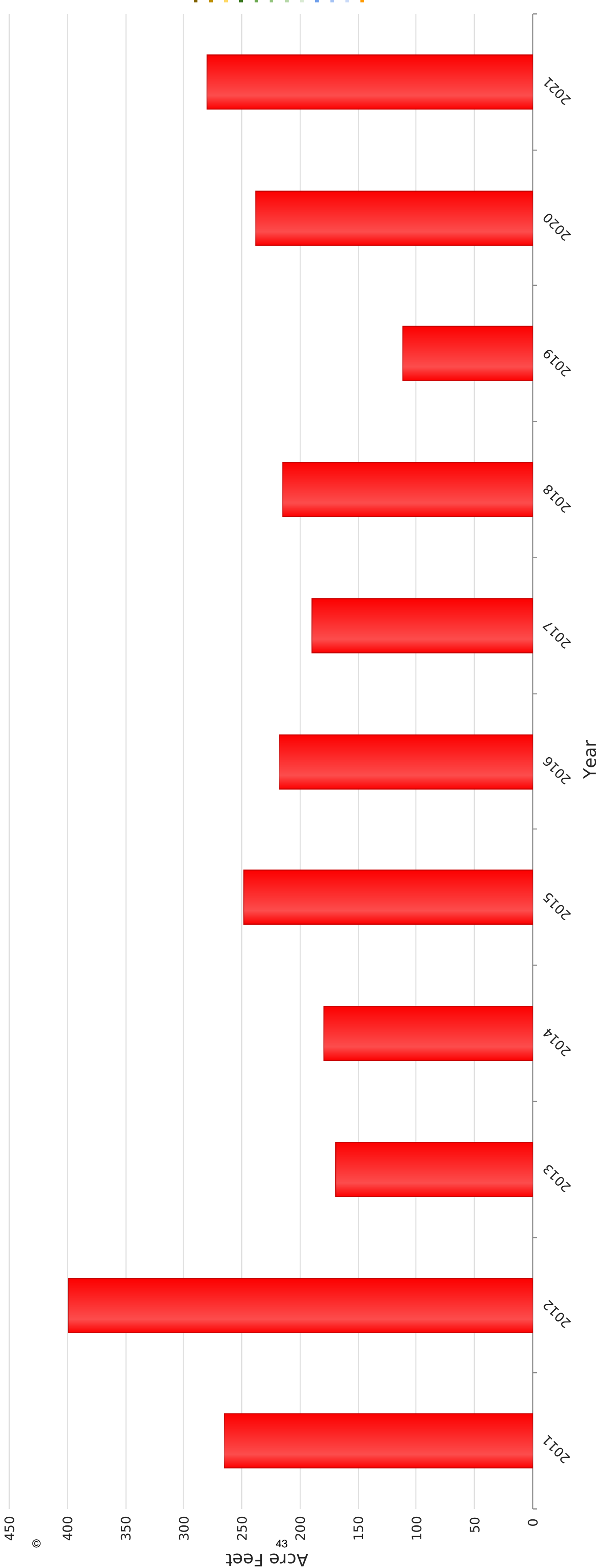
SS

Subscribed and sworn to before me this 18 day of May, 19 76

My Commission expires: March 4, 19 77

Notary Public Olyn D. Calhoun

WELL PERMIT 19138-FP (6506157) - Total (Diversions)



©

43



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 _____

WDID 1: 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: _____" Wall Thickness: _____" ID: _____"

TEST METER (COLLINS TUBE): Standard Overhung
GPM Factor: _____ Stop Clamp Settings: _____
1 2 3 4 5 6 7 8 9 10
Front:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-Point			2-Point			10-Point			

Avg. of F/B:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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:	_____	____ : ____	_____
Start:	_____	____ : ____	_____
Total:	_____	____ : ____ (Dec. Min.)	_____
		Avg. QI (gpm) (0,000.0)	_____

TEST METER (VOLUMETRIC OR ULTRASONIC)			
	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting: Scale Factor:
Stop:	_____	____ : ____	_____
Start:	_____	____ : ____	Avg. QT (gpm) (0,000.0)
Total:	_____	____ : ____ (Dec. Min.)	_____

CALIBRATION COEFFICIENT (TFM ONLY)
QT = _____ = _____ (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)	(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 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	Pt: _____
4 _____	_____	_____	Ct: _____
5 _____	_____	_____	Kh: _____

OWNER/AGENT VARIANCE REQUEST (IF REQUIRED)
As Owner or Owner Agent, I hereby request a variance to Measurement Rules for use of a Correction Coefficient or Power Conversion Coefficient as represented on this test. I understand that this Coefficient (TFM or PCC) will be utilized to calculate diversions associated with this meter.
Requester Name: _____

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = _____ kW (to 0.00)
PCC = (5433 x PD) ÷ (QT) = _____ kWh/af (to 0.0)
Sprinkler End Gun: On Off None

POWER METER INFORMATION (PCC ONLY):
Serial No. _____ Reading _____
Power Company _____ Multiplier: _____

USER CONTACT: Name/Entity: _____ Phone No.: _____

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: © _____ Date of Well Test: _____ Test Meter Serial No.: _____

COMMENTS:



COUNTRY WELL & PUMP, LLC.

209 SOUTH ALBANY P.O. BOX 421
YUMA, CO. 8075 970-848-5137

DENNY BLAIR / CO. LICENSE # 1221
NE. LICENSE # 29421
970-630-0968

TERRY FRITZ
970-630-0434

ELECTRIC WELL & PUMP REPORT

OWNER; ULRICH DATE OF TEST; 9/26/22 WELL #; ELMS 10
 PUMP; TURINE MAKE; PEERLESS SERIAL #;
 PUMP DEPTH; ? DROP PIPE; 8" SHAFT; 1-1/2" OIL TUBE; 2-1/2"
 MOTOR; G.E. MOTOR SERIAL #; B6J421123 HP; 100
 AMPS; 117 VOLTAGE STAMP; 460 FRAME #; 404TP
 WELL DEPTH; ? DIAMETER; 16" CASING; STEEL
 VOLTAGE NOT RUNNING; 1. 499 2. 499 3. 497
 STATIC WATER LEVEL; 170' TYPE OF METER; MCCROMETER PIPE SIZE; 8"

GPM	WPL.	PRESSURE	TDH. IN FT.	VOLTS	AMPS	AVG. AMP	HP.	EFF.
940		OPEN		489,489,488	98,98,91			
790		35	267'	489,489,488	102,101,102	489/102	93	52%
780		40	278'	489,489,488	104,103,104	489/104	95	53%
760		45	289'	489,489,488	103,102,103	489/103	94	54%
740		50	300'	489,489,488	102,101,102	489,102	93	54%
725		55	312'	489,489,488	102,101,102	489/102	93	567

THERE WAS NO DRAW DOWN HOLE

REMARKS; PUMP & MOTOR RUN OK.

Notes: Per driller's log, total depth of well is 315'

Contract to Buy & Sell Real Estate (Land)

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

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

2.3. Seller. _____ (Seller) is the current owner of the Property described below.

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

known as: _____
Street Address City State Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

163 **4.5. New Loan.**

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

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

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

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

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

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

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

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

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

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

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

200

TRANSACTION PROVISIONS

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

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

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

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

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

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547

548 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
549 of the following: **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
550 Property;

10.6.1.4.2. Property tax bills for the last _____ years;

- 551 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
553 extent now available;
- 554 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 555 **10.6.1.4.5.** Operating statements for the past _____ years;
- 556 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 557 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
560 have been made for the past ____ years;
- 561 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
562 not delivered earlier under § 8.3.);
- 563 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
567 Seller;
- 568 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
569 compliance of the Property with said Act;
- 570 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
572 authorizations, if any; and
- 573 **10.6.1.4.13.** Other:
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580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

634 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

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

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

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

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.

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

753

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 _____.

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

906
907
908
909

SIGNATURES

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

Buyer's Signature Date Buyer's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

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

Seller's Name: _____ Seller's Name: _____

Seller's Signature Date Seller's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held November 15, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the ELMS Irrigated Farm Land Auction Detail Brochure Revised & Printed: November 1, 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 ELMS Irrigated Farm Land Auction Detail Brochure Printed Revised & Printed: November 1, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the ELMS Irrigated Farm Land Auction Detail Brochure Revised & Printed November 1, 2022 the ELMS Irrigated Farm Land Auction Detail Brochure Revised & Printed November 1, 2022, as modified by taped oral statements at the auction shall control.

29-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

29-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the ELMS Irrigated Farm Land Auction Detail Brochure Revised & Printed November 1, 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 ELMS Irrigated Farm Land Auction Detail Brochure Revised & Printed November 1, 2022. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

29-4.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate, but is not required to incur any additional expense or risk.

29-5.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

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

Broker Disclosure

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

_____ or real estate which substantially meets the following requirements:
_____.

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via _____ and retained a copy for Broker’s records.

Brokerage Firm’s Name: _____

Broker

Sample Bidder Card

101

Retain This Registration & Bid!



970-486-1111 1-800-748-2589

535 E Chestnut St. PO Box 407 · Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the ELMS Farm Irrigated Land November 1, 2022.

X _____

No. 101

Title Commitments

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data for reference only:

Issuing Agent: Yuma County Abstract Company
Issuing Office: 130 East 4th Street, Wray, CO 80758
Issuing Office's ALTA® Registry ID:
Loan ID Number: N/A
Commitment Number: 20136
Issuing Office File Number: 20136
Property Address: See Exhibit "A" Attached Hereto, CO 80759
Revision Number:

1. **Commitment Date:** August 29, 2022 at 8:00 A.M.

2. **Policy to be issued:**

(a) ALTA Owner's Policy T.B.D.

Proposed Policy Amount

TBD

Proposed Insured: **To be determined**

(b) ALTA Loan Policy

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

Fee Simple

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

ELMS FARM, a Partnership

5. **The Land is described as follows:**

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	
Basic - To Be Determined Deposit	\$500.00
TAX CERTIFICATE	\$10.00
COPIES	\$11.00
TOTAL	\$521.00

NOTE: This Commitment is subject to High Liability approval by the legal department of Stewart Title Guaranty Company.

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

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File No. 20136
CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

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

TOWNSHIP 2 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 1: **W½;**

SUBJECT TO County Road 23 along the South
side of said Section 1;

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

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Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20136

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 90 at Page 432 and in Book 199 at Page 20, Yuma County, Colorado records.
11. An undivided $\frac{1}{2}$ of all oil, gas and other minerals and mineral rights in, upon and under the W $\frac{1}{2}$ Section 1, Township 2 South, Range 47 West of the 6th P.M. as reserved by Floyd E. Brown and Nellie F. Brown in Warranty Deed dated April 2, 1951, recorded April 6, 1951 in Book 325 at Page 504, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(continued on next page)

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

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File No. 20136

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

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. The right, privilege and easement, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures, and devices used or useful in the operation of said line, through, over and across the SW $\frac{1}{4}$ Section 1, Township 2 South, Range 47 West of the 6th P.M., including the right to enter upon said premises, as granted to Y-W Electric Association, Inc. in instrument dated April 1, 1968, recorded April 1, 1968 in Book 447 at Page 342, Yuma County, Colorado records, and any assignment thereof or interest therein.
13. A right-of-way easement, whether in fee or easement only, and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers, and associated equipment, upon, over, under and across the SW $\frac{1}{4}$ Section 1, Township 2 South, Range 47 West of the 6th P.M., together with the right of ingress and egress, as granted to Plains Cooperative Telephone Association, Inc. in instrument dated October 25, 1973, recorded December 19, 1973 in Book 483 at Page 303, Yuma County, Colorado records, and any assignment thereof or interest therein.
14. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
15. Rights of the Public in and to the use of County Road 23.
16. The right to enter upon the SW $\frac{1}{4}$ Section 1, Township 2 South, Range 47 West of the 6th P.M. and to construct, operate and maintain an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Y-W Electric Association, Inc. in instrument dated March 1, 1971, recorded October 19, 1987 in Book 650 at Page 322, Yuma County, Colorado records, and any assignment thereof or interest therein.
17. The right to enter upon the W $\frac{1}{2}$ Section 1, Township 2 South, Range 47 West of the 6th P.M. and to construct, operate and maintain an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Y-W Electric Association, Inc. in instrument dated November 9, 1951, recorded October 19, 1987 in Book 650 at Page 324, Yuma County, Colorado records, and any assignment thereof or interest therein.
18. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate as called for pursuant to Requirement 5.

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

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File No. 20136

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

Page 2 of 2



PATENT 70356026

Page 431

United States To

George Wilson

Description

W 32-48-47 W

100 Acres

Abraham Wilson Pres. of S. J. Foxman, Pres.
Mary E. Wilson "Home Aler" Agent - Mrs. George Wilson - 1 witness -
Mary E. Wilson March 15-1918 - 1st P.M. attest John Adams, Co. Clerk -

Filed

June 6 1917

Date

Sept 16 1918

PATENT 546727

Page 432

90-

United States To

Robert W. Burger

Description

W 32-48-47 W 320 Acres.

Filed

June 6 1917

Date

Sept 23 1916

United States To

Description

W 32-48-47 W

Abraham Wilson

United States To

Description

W 32-48-47 W

June 6 1917

175473

Book 199, 20,
Jan. 6, 1928.
2:20 P.M.

U. S. by President,
Woodrow Wilson, By
M. P. LeRoy, Secretary;
I. C. Lamar, Recorder
of the General Land
Office, Seal of the
General Land Office,
to
Robert T. Highland.

Patent.
Dated Jan. 7, 1920.
Lots 1, 2, 3 and 4 and S $\frac{1}{2}$ N $\frac{1}{2}$ Sec.
1, Twp. 2 S. R. 47 W. 6th P.M., con-
taining 319.64 acres.
No. 726031.

#310981

Book 325, 504,
Apr. 6, 1951
8:00 A.M.

Floyd E. Brown and
Nel Lee F. Brown

WARRANTY DEED.

\$19,200.00

to
David H. Pound and Louisa
E. Pound as joint tenants
and not as tenants in common
with right of survivorship.

Dated Apr. 2, 1951.
Ack'd Apr. 3, 1951, before
Benjamin D. Willetts, N.P.,
Laramie Co. Wyo. Seal.
Comm. expires Nov. 18, 1954.

All of Sec. 1;
E $\frac{1}{2}$ Sec. 2, Twp. 2 S. R. 47 W. 6th P.M., Yuma Co. Colo.
excepting and reserving unto the parties of the first part their
successors and assigns an undivided 1/2 of all oil, gas and other
minerals, and mineral rights in, upon and under all of Sec. 1 and
NE $\frac{1}{4}$ Sec. 2, Tp. 2 S. R. 47 W. 6th P.M., and excepting and
reserving unto parties of the first part, and their prior grantors
and successors and assigns all of the oil, gas and other minerals
and mineral rights in, upon and under the SE $\frac{1}{4}$ Sec. 2, Tp. 2 S. R.
47 W. 6th P.M., Yuma Co. Colo., formerly reserved in a deed found
recorded in Book 289 at Page 402 of the County records of Yuma
Co., Colo. together with full and free right to enter upon all of
the above premises and use so much of the surface thereof as may be

sed.
ge

reasonably necessary for operating, drilling and marketing of the production thereof and for the purpose of this reservation, it being understood and agreed that this property is now subject to an oil and gas lease of record under which grantees, their successors and assigns are to receive 1/2 of all rentals, bonuses, royalties and deferred drilling rentals in Section 1 and the NE 1/4 Sec. 2, Tp. 2 S. R. 47 W. 6th P.M., Yuma Co. Colo.

except the above mineral reservation and the 1951 taxes payable in 1952 which buyers assume.

\$18.45 Revenue Stamps

One witness.

Recorded April 1, 1968 at 11:00 O'Clock A.M.

Reception 377895 E. B. ALLISON, Recorder
Y-W ELECTRIC ASSOCIATION, INC.
Akron, Colorado

BOOK 447 PAGE 342

Contract No. _____

CONTRACT AND GRANT OF EASEMENT

This contract, made this 1st day of April, 1968, by and between the Y-W Electric Association, Inc., of Akron, Colorado, hereinafter referred to as Association and Ronald E. Pound hereinafter referred to as Vendor.

Witnesseth: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the Association, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures, and devices, used or useful in the operation of said line, through, over and across the following described land situated in Yuma County.

State of Colorado, to wit: S² of Section 1
Township 2 South, Range 47 West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows: 40 feet north of the center of the road on the south side of the section approximately 1,590 feet west of the southeast corner of the above described section - easement covers one pole and two anchors.

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet of either side of the hereinabove described center line except that the Association shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the Association or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The Association shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the Association agrees to pay Vendor the sum of Fifteen and 00/100 dollars (\$5.00) per acre.

It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction of said transmission line in an amount not to exceed Twenty-five and 00/100 dollars (\$25.00) per acre.

It is understood that the Vendor shall submit to the Association an itemized claim for crop damage to be appraised by a committee composed of one farmer, one businessman, and one member of the Board of Directors of the Association, all living in Yuma County, who shall determine the extent of damage suffered and the amount of compensation to be paid hereunder.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

By Eugene J. Beck
Y-W Electric Association, Inc.

CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

Ronald Pound
Vendor

County of Washington

Ronald Pound
Vendor

Personally came before me this 1 day of April, 1968, the above named

to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires February 9 1969

Eugene J. Beck
Notary Public



DEC. 19, 1973 at 8:30 O'clock M.

390687 S. R. ALLISON R.F.W. OF-WAY EASEMENT

BOOK 483 PAGE 303

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants and conveys to Plains Cooperative Telephone Association, Inc., its successors, assigns, lessees, licensees and agents a right-of-way easement and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers, and associated equipment, as the Grantee may from time to time require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Two strips 16.5 feet of the SW/4 and the SE/4 of Section 1 - Township 2 South Range 91 West of the 6th Principal meridian, lying parallel and adjacent to the existing right-of-way line of a county road as it now exists

Also: The west 16.5 feet of the NW/4 of Section 11 Township 2 South Range 91 West of the 6th Principal meridian, lying parallel and adjacent to the existing right-of-way line of a county road as it now exists

situate in County of Yuma, State of Colorado, together with the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep clear all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

The Grantee agrees that said cables will be buried below plow depth in order not to interfere with the ordinary cultivation of the strip.

Signed and delivered this 25th day of Oct. A.D., 1973.

At Eckley, Colo. Ronald E. Pound

Grantor (s)

STATE OF COLORADO

County of Yuma ss.

The foregoing instrument was acknowledged before me this 25th day of Oct. 1973, 1973, by _____

WITNESS my hand and official seal. My commission expires Oct. 3, 1977

George E. Barber
Notary Public

R/W Number					Remarks:	Space Reserved for Recorder's Certificate
Quarter Section	NW	SE	SW			
Section	11	11	11			
Township	2S	2S	2S			
Range	47W	47W	47W			
Principal Meridian	6th					
Exchange Or Toll Line					Job No.	
Lead Code, Buried Cable or Conduit						

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

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

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

ew

Recorded Oct 19, 1987 at 2:35 P.M. **RIGHT-OF-WAY EASEMENT** Line No. _____
Easement No. _____
Book 447036 Page 322 Margie Evestone, Recorder

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) _____
_____ Ronald Pound
(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged,
do hereby grant unto the _____ Y-M Electric Association, Inc. _____, a cooperative
corporation (hereinafter called the "Cooperative"), whose post office address is _____ Akron, Colorado _____,
and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of
_____ Yuma _____, State of _____ Colorado _____, and more particularly described as follows:

- SW¹/₄, Section 1, Township 2 South, Range 47 West
- NW¹/₄, Section 11, Township 2 South, Range 47 West
- NW¹/₄, Section 10, Township 2 South, Range 47 West

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

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

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

BOOK 650 PAGE 323

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1st day of March 1971
Signed, sealed and delivered in the presence of:

[Signature] (L. S.)
..... (L. S.)

State of Colorado
Washington County } ss

Personally came before me this 1 day of March, 1971 the above named

to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.



Eugene T. Buehler
Notary Public, Washington, County,
Colorado, State.

My Commission expires February 1, 1972

MST-68 Tippecanoe Press, Shelbyville, Ind.

(over)

Recorded Oct 19, 1987 at 2:35 P M

BOOK 650 PAGE 324

Line No. _____

Section 447037 **RIGHT OF WAY EASEMENT**

Easement No. _____

D. H. & E. Louise E. Pound *Perk, Colo*

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

D. H. & E. Louise E. Pound

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do

hereby grant unto the *J. H. C. Electric Assn Inc*, a cooperative

corporation (hereinafter called the "Cooperative"), whose post office address is *Alvord, Colo*

and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of _____

Sumner, State of *Colorado*, and more particularly described as follows:

1/4 Sec 14, R 36 T 4 S. R 47 N.

1/4 All sec 1, T 2 S. R 47 N.

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

(over)

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

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

BOOK 650 PAGE 325

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7 day of Nov, 1951 51
Signed, sealed and delivered in the presence of:

J. Wilson Stewart

D. H. Pound (L.S.)
Louise E. Pound (L.S.)

State of Illinois
Jennas County

Personally came before me this 9 day of Nov, 1951, the above named

Louise E. Pound
to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.



William C. Farris
Notary Public Jennas County
Illinois State

My Commission Expires Dec 6-1952
(over)

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Transaction Identification Data for reference only:

Issuing Agent: Yuma County Abstract Company
 Issuing Office: 130 East 4th Street, Wray, CO 80758
 Issuing Office's ALTA® Registry ID:
 Loan ID Number: N/A
 Commitment Number: 20137
 Issuing Office File Number: 20137
 Property Address: See Exhibit "A" Attached Hereto, CO 80759
 Revision Number:

1. Commitment Date: August 29, 2022 at 8:00 A.M.

2. Policy to be issued:

(a) ALTA Owner's Policy T.B.D.

Proposed Policy Amount

TBD

Proposed Insured: **To be determined**

(b) ALTA Loan Policy

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

Fee Simple

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

ELMS FARM, a Partnership

5. The Land is described as follows:

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

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

ALTA OWNERS POLICY	
Basic - To Be Determined Deposit	\$500.00
TAX CERTIFICATE	\$10.00
COPIES	\$9.00
TOTAL	\$519.00

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

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File No. 20137

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

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

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

TOWNSHIP 2 SOUTH, RANGE 47 WEST OF THE 6TH P.M.

SECTION 2: E½;

SUBJECT TO County Road 23 along the South
side of said Section 2;

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File No. 20137

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

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20137

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Ditches and ditch rights, irrigation and drainage rights, reservoirs and reservoir rights.
9. Any and all unpaid taxes, assessments and unredeemed tax sales.
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches and canals as constructed by authority of the United States of America as reserved in Patents recorded in Book 771 at Page 43, Arapahoe County, Colorado records and in Book 510 at Page 533, Yuma County, Colorado records.

(continued on next page)

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File No. 20137

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

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. All oil, gas and other mineral rights in, upon and under the SE $\frac{1}{4}$ Section 2, Township 2 South, Range 47 West of the 6th P.M., together with the full and free right of ingress and egress upon said premises and use so much of the surface thereof as may be necessary for geologizing, prospecting, drilling, operating, storing and removing the production thereof, as reserved by Marion A. Higgins in Warranty Deed dated August 25, 1945, recorded August 28, 1945 in Book 289 at Page 402, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided $\frac{1}{2}$ of all oil, gas and other minerals and mineral rights in, upon and under the NE $\frac{1}{4}$ Section 2, Township 2 South, Range 47 West of the 6th P.M. as reserved by Floyd E. Brown and Nellie F. Brown in Warranty Deed dated April 2, 1951, recorded April 6, 1951 in Book 325 at Page 504, Yuma County, Colorado records, and any assignment thereof or interest therein. **NOTE:** The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Rights of Way for county roads 30 feet wide on either side of section and township lines as established by Order of the Board of County Commissioners for Yuma County, Colorado dated July 5, 1910, recorded October 16, 1975 in Book 499 at Page 156, Yuma County, Colorado records.
14. Rights of the Public in and to the use of County Road 23.
15. The right to enter upon the NE $\frac{1}{4}$ Section 2, Township 2 South, Range 47 West of the 6th P.M. and to construct, operate and maintain an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Y-W Electric Association, Inc. in instrument dated March 11, 1971, recorded October 19, 1987 in Book 650 at Page 308, Yuma County, Colorado records, and any assignment thereof or interest therein.
16. The right to enter upon the SE $\frac{1}{4}$ Section 2, Township 2 South, Range 47 West of the 6th P.M. and to construct, operate and maintain an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, as granted to Y-W Electric Association, Inc. in instrument dated March 14, 1973, recorded October 19, 1987 in Book 650 at Page 318, Yuma County, Colorado records, and any assignment thereof or interest therein.
17. Terms, agreements, conditions, provisions and obligations as set forth in unrecorded Contract to Buy and Sell Real Estate as called for pursuant to Requirement 5.

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

Page 2 of 2



Books 510, 533 ✓ C

Sterling 025040

6-1000-R

Patent

The United States of America,

Do all to whom these presents shall come, Greeting,

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **Russel M. Cerver** according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the **Lots one and two and the south half of the northeast quarter of Section two in Township two south of Range forty-seven west of the Sixth Principal Meridian, Colorado, containing one hundred fifty-nine and seventy-six-hundredths 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 the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such cases made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant 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 those to reserved from the lands hereby granted right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I Woodrow Wilson

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 **JUNE** in the year of our Lord one thousand nine hundred and **SEVENTEEN** and of the Independence of the United States the one hundred and **FORTY-FIRST**.

By the President: *Woodrow Wilson*
 M. O. LeRoy, Secretary
 By: *L. L. C. Lander*
 Recorder of the General Land Office

RECORD OF PATENTS: Patent Number **586953**

Received Feb. 17, 1977 at 11:30 AM, 401254

This is a copy of the official record of this patent in this office.

FEB 15 1977
 NATIONAL ARCHIVES
 COLONIAL STATE OFFICE, DENVER, COLORADO

286937
Book 289, 402
Aug. 28, 1945
3:30 P. M.

✓

Marion A. Higgins,
to
Floyd E. Brown.

Warranty Deed. \$ 720.00
Dated Aug. 25, 1945.
Ack'd Aug. 25, 1945, before
William W. Williams, N. P.
Yuma County, Colorado. Seal.
Com. expires Mar. 28, 1946.

SE $\frac{1}{4}$ Sec. 2, Tp. 2 S., R. 47 W., 6th P. M. 160 acres, more or less.
Excepting and reserving, however, unto the party of first part...
all oil, gas and other minerals rights in, upon and under said
described real estate, together with the full and free right of ingress
and egress upon said premises and use so much of the surface
thereof as may be necessary for Geologizing, prospecting, drilling,
operating, storing and removing the production thereof, and for the
purpose of this reservation.

\$ 1.10 revenue.
It to be free and clear of all incumbrances whatsoever. Party of
the first part to pay 1945 taxes."
One witness.

only
became
the
in
ly
ng the
ini

#310981

Book 325, 504,
Apr. 6, 1951
8:00 A.M.

Floyd E. Brown and
Nel ile F. Brown

WARRANTY DEED.

\$19,200.00

David H. Pound and Louisa
E. Pound as joint tenants
and not as tenants in common
with right of survivorship.

Lated Apr. 2, 1951.
Ack'd Apr. 3, 1951, before
Benjamin D. Willetts, N.P.,
Laramie Co. Wyo. Seal.
Comm. expires Nov. 18, 1954.

All of Sec. 1;
E $\frac{1}{2}$ Sec. 2, Twp. 2 S. R. 47 W. 6th P.M., Yuma Co. Colo.
excepting and reserving unto the parties of the first part their
successors and assigns an undivided 1/2 of all oil, gas and other
minerals, and mineral rights in, upon and under all of Sec. 1 and
NE $\frac{1}{4}$ Sec. 2, Tp. 2 S. R. 47 W. 6th P.M.; and excepting and
reserving unto parties of the first part, and their prior grantors
and successors and assigns all of the oil, gas and other minerals
and mineral rights in, upon and under the SE $\frac{1}{4}$ Sec. 2, Tp. 2 S. R.
47 W. 6th P.M., Yuma Co. Colo., formerly reserved in a deed found
recorded in Book 289 at Page 402 of the County records of Yuma
Co., Colo. together with full and free right to enter upon all of
the above premises and use so much of the surface thereof as may be

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reasonably necessary for operating, drilling and marketing of the production thereof and for the purpose of this reservation, it being understood and agreed that this property is now subject to an oil and gas lease of record under which grantees, their successors and assigns are to receive 1/2 of all rentals, bonuses, royalties and deferred drilling rentals in Section 1 and the NE 1/4 Sec. 2, Tp. 2 S. R. 47 W. 6th P.W., Yuma Co. Colo.

except the above mineral reservation and the 1951 taxes payable in 1952 which buyers assume.

\$18.45 Revenue Stamps

One witness.

Book 499, 156
Rec. #396400

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

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

Wray, Colorado
July 5, 1910

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

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

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

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

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

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

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

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

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

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

2

recorded Oct 19, 1987 at 2:35 O'Clock P M
Reception 447029 Margie Eyestone, Recorder
RIGHT-OF-WAY EASEMENT
Line No. _____
Easement No. _____
BOOK **650** PAGE **308**

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

SE $\frac{1}{4}$ of Section 18, NE $\frac{1}{4}$ of Section 19, Township 1 South, Range 45 West
NW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 31, SE $\frac{1}{4}$ Section 32, Township 1 South, Range 46 West
NE $\frac{1}{4}$ Section 2, NE $\frac{1}{4}$ Section 10, NE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 36, Township
1 South, Range 47 West

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____ 19____
Signed, sealed and delivered in the presence of:

John A. Westenberg (L. S.)

(L. S.)

State of Colorado }
Washington County } ss

Personally came before me this 11th day of March, 1975 the above named John A. Westenberg
to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

Billie Marie Westenberg
Notary Public, Washington County,
Colorado State.

My Commission expires August 26, 1975
(over)

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Recorded Oct 19, 1987 at 2:35 O'Clock **RIGHT-OF-WAY EASEMENT** Line No. _____
Easement No. _____
Option 447034 Margie Eyestone, Recorder BOOK **650** PAGE **318**

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

SE 1/4, Section 2, Township 2 South, Range 47 West

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

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

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

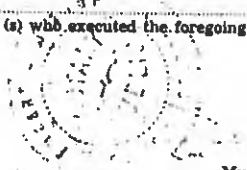
BOOK **650** PAGE **319**

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14th day of March 1973
Signed, sealed and delivered in the presence of:

Kenneth Harouff (L. S.)
..... (L. S.)

State of Colorado }
Washington County } ss

Personally came before me this 14 day of March, 1973 the above named
to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.



Eugene S. Busby
Notary Public, Washington County,
Colorado State.

My Commission expires February 9, 1977

**PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION**

Date: _____

I hereby request approval to participate and bid at the (Auction Name) Auction. In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **ELMS Irrigated Farm Land Auction** Detail Brochure and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **November 15, 2022 @ 10:30 am, MT in Yuma, CO.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Detail Brochure and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. 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) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: **In-Person** **Online** **Phone/Proxy**

Bidder(s) or Entity requesting approval:

Signature(s):

Bidder #:
(Office Use Only)

Approved by:
Reck Agri Realty & Auction

Ben Gardiner