

**DUE DILIGENCE PACKET
OWL HOLLOW, LLC
LAND & WATER AUCTION
March 28, 2023
PRINTED: March 20, 2023**

OWL HOLLOW, LLC LAND & WATER AUCTION

Logan County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Tuesday, March 28, 2023
10:30 AM, MT
Reck Agri Auction Center
Sterling, Colorado

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



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

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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/or our Facebook page.

AUCTION PROCEDURE: The "OWL HOLLOW, LLC LAND & WATER AUCTION" is a land auction with RESERVE. The property to be offered as a "MULTI PARCEL" Auction in the real estate in 3 Parcels, 1 Combo, and as a Single Unit and the irrigation water in 10 water lots, 4 water lot combos, and Single Unit LID water lot. The real estate parcels, combos, and single unit and water lots, water lot combos, and water lot single unit will be offered in the sale order as stated within the brochure. Bidding competition will 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, price per water share, and/or price per district acre.

TERMS: Upon 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) or Water Purchase Contract for irrigation water 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 real estate and/or water purchase price and 5% of the rural acreage (Parcel #2) 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 Due Diligence Packet and oral announcements shall be incorporated and made a part of the contracts. Sample contracts are available within the Due Diligence Packet.

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 May 12, 2023. Closing to be conducted by Northeast Colorado Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed (land), stock assignment (Farmers' Pawnee Canal Co. Water) and Petition for Inclusion/Exclusion for the Logan Irrigation District free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Contract to Buy & Sell Real Estate (Land). 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), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing.

Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations, and minerals reserved by Seller as shown within these Terms and Conditions; 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 property upon closing subject to residential lease.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all water rights, domestic wells, ditch and reservoir rights, and lateral and canal rights, and all easements and rights-of-way associated appurtenant to the property. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Farmers' Pawnee Canal Company, and Logan Irrigation District. Water rights and the irrigation equipment are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, ade-

quacy and/or delivery of ditch water and stream flows, and pumping rates/adequacy of domestic wells. Irrigation assessments for the 2023 growing season to be paid by Buyer(s). Conveyance of the of the Logan Irrigation District water is subject to approval as stated below.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combos, or Single Unit as designated within the Due Diligence Packet. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the Due Diligence Packet.

REAL ESTATE TAXES: 2023 real estate taxes due in 2024, and thereafter, to be paid by Buyer(s).

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or a combo and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller to complete the survey after said auction. In the event the property is sold as a single unit, a survey will not be needed. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

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

NOXIOUS WEEDS & 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 in the Color Brochure, Due Diligence Packet, 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 and/or water lot without regard to exact acreage, share, and/or district acre. There will be no adjustment in purchase price if acreage, share, and/or district acre 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 contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

BIDDER REQUIREMENTS: To register to bid, Buyer(s), prior to the auction, must review and accept the Due Diligence Packet with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Due Diligence Packet may be obtained by visiting auction property page at 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 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 the "OWL HOLLOW, LLC LAND & WATER AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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THE FOLLOWING ARE THE TERMS AND CONDITIONS OF THE LOGAN IRRIGATION DISTRICT TO CONVEY THE LOGAN IRRIGATION DISTRICT IRRIGATION WATER:

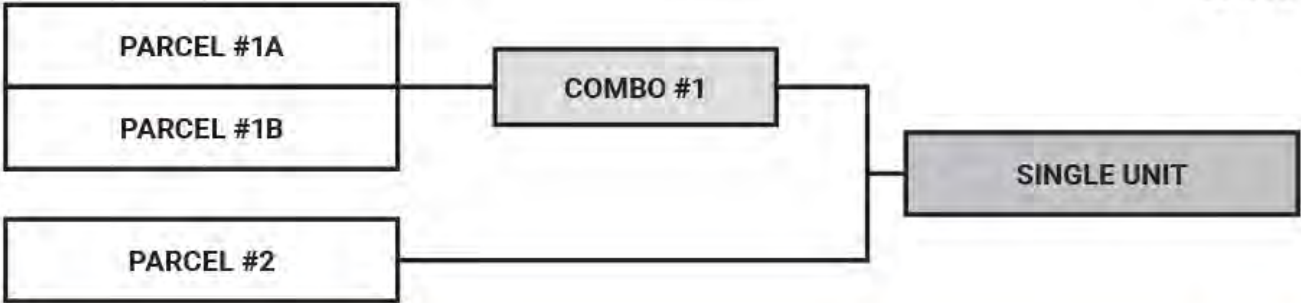
1. Buyer(s) must be a current owner of land lying within the boundaries of the Logan Irrigation District (LID) and susceptible of irrigation from the Prewitt Reservoir.
2. As set forth in Colorado Revised Statutes 37-41-133 through 135, any Buyer(s) is required to follow the Inclusion procedure presented below:
 - File a Petition for Inclusion of Land (petition) with the Logan Irrigation District Board of Directors (Board). LID staff will assist in preparing the petition.
 - Give notice of filing of petition by publication in local newspaper for three consecutive weeks.
 - At its regular monthly meeting following the completion of the publication, the Board will hold a hearing on the petition.
 - At the hearing the Board will accept any written objections to the petition.
 - Board will make a decision to grant or deny the petition based on written objections.

Recommendation of LID staff, and their own knowledge of the petition and the land to be included.

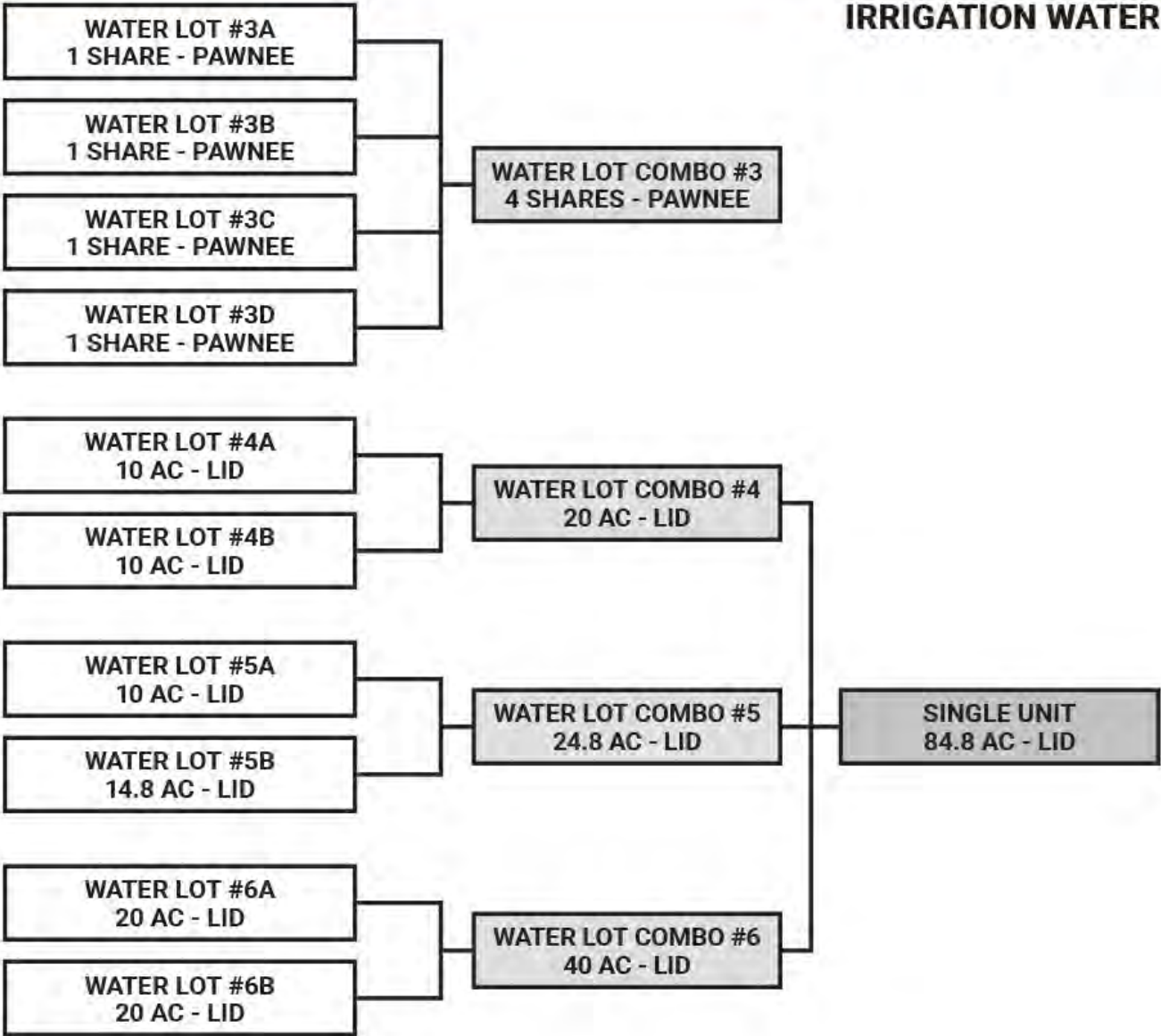
1. Prior to auction Buyer(s) should:
 - Ensure the acreage available for inclusion on their farm is equal to or greater than the acre rights purchased. Landowners are allowed one acre right per one acre of ground.
 - Ensure that the headgate and lateral proposed for delivery is of sufficient size to allow additional water to flow to newly included land without unreasonably limiting current landowners using the proposed headgate and lateral.
 - If objection is received from current headgate and lateral users, petition may be denied by the Board.
2. The District is set up in 40 acre parcels and it is difficult for the LID system to accommodate deliveries to small parcels, therefore the Board will require a minimum of 10 acre rights to be included on any new parcel. However, if Buyer(s) land is contiguous to land he or she currently owns in the District, smaller parcels will be allowed.
3. It is recommended that all potential Buyer(s) contact LID Staff (Jim Yahn @ 970-522-2025) PRIOR TO BIDDING to determine whether a Buyer(s) has land available for the placement of additional LID acre rights.
4. The Board may determine the need for additional requirements on a case-by-case basis prior to the inclusion of any land.
5. Decisions of the Board are final.

Auction Bracket & Sale Order

LAND



IRRIGATION WATER

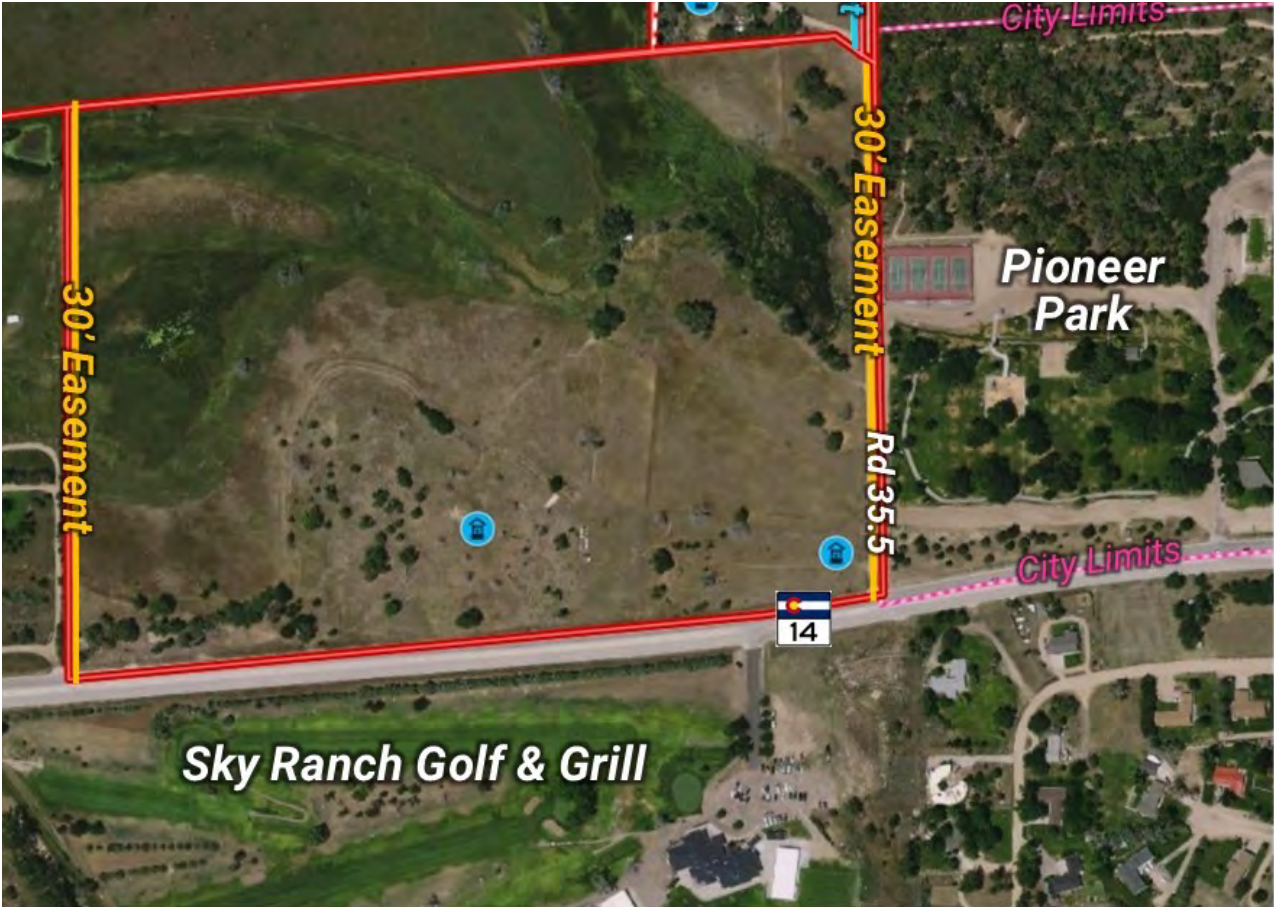


Location Map



**Parcel
#1A**

Parcel Map



Parcel Information

A circular orange logo with a white border containing the text "Parcel #1A" in bold black font.

Legal Description:

A tract of land within the legal description for Parcel I & II on Page 92. A metes and bounds survey will be completed to create a metes and bounds legal description if sold in parcels and/or a combo. The title commitment will be amended to reflect the new legal description.

See Pages 91-127 for title commitment and title exceptions.

Acreage:

57.5± Acres Grass

Land Tenure:

See Soils Map on Page 18

Taxes:

Estimated 2022 real estate taxes payable in 2023: \$104

FSA Information:

FSA bases: 3.2 ac corn w/ 124 bu PLC yield, 6.2 ac wheat w/ 27 bu PLC yield.

Comments:

Operational well being Well Permit #250491. Stock tank is excluded. Well Permit #123788-A--Condition unknown. See Pages 19-26 for copy of well permits. Live water. If Parcel #1A sells separately from Parcel #1B, a 30 ft ingress/egress easement along the west property line to be reserved to provide access to Parcel #1B. There currently is a 30 ft ingress/egress easement along the east property line where the existing road is from Highway #14 for the benefit of the adjoining landowners as shown on Page 6. If Parcel #1B & Parcel #2 sell separately from Parcel #1A, an ingress/egress easement in the same location will be conveyed to the respective Parcels. There was a bulk fuel location on the property years ago. See Pages 35-46 for copy of Environmental Clean-Up Report.

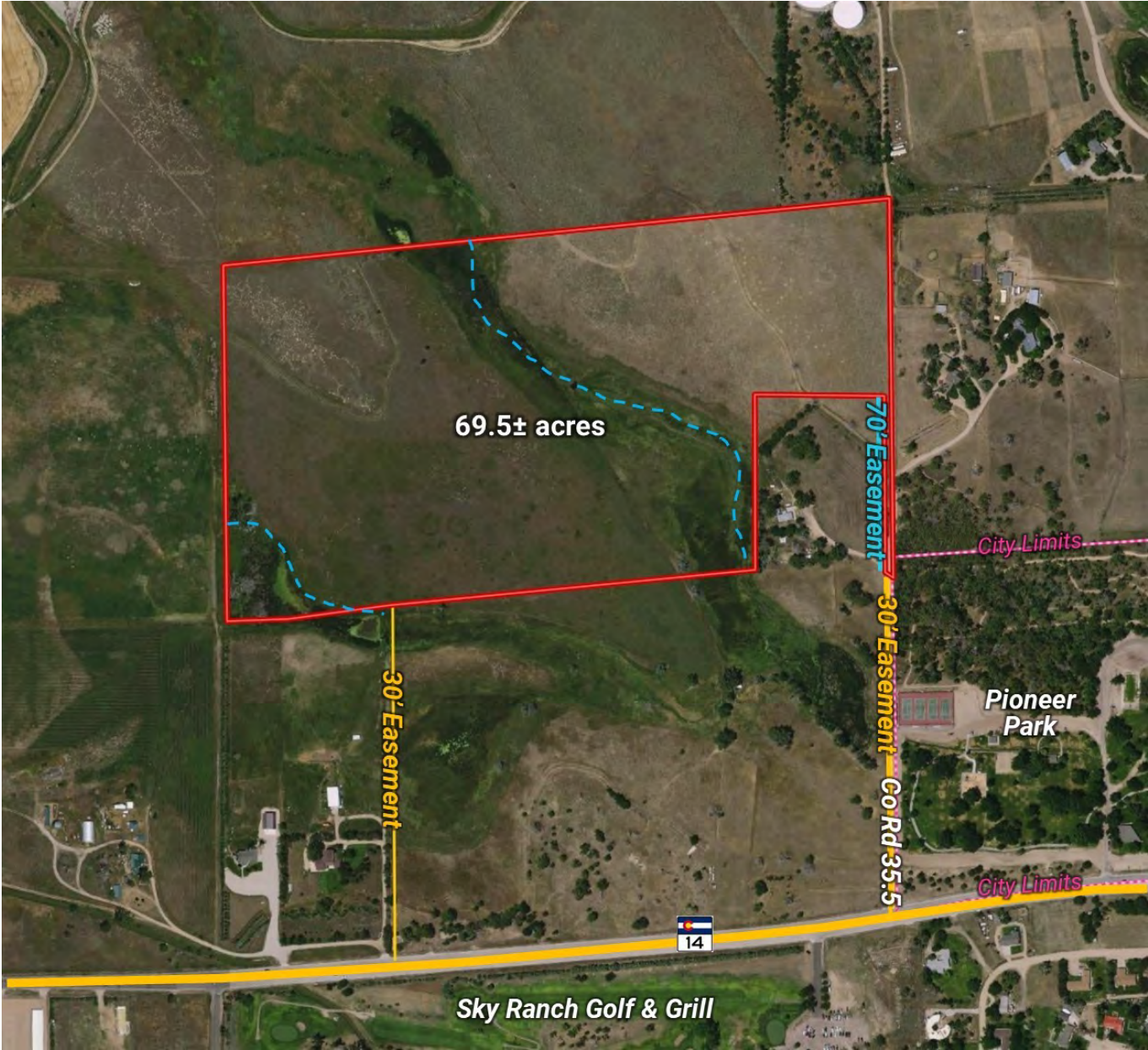
A portion of the property is located within the flood plain. See Page 31 for flood plain map.

Bid Price:



**Parcel
#1B**

Parcel Map



Parcel Information



**Parcel
#1B**

Legal Description:

A tract of land within the legal description for Parcel I & II on Page 92. A metes and bounds survey will be completed to create a metes and bounds legal description if sold in parcels and/or a combo. The title commitment will be amended to reflect the new legal description.

See Pages 91-127 for title commitment, and title exceptions.

Acreage:

69.5± Acres Expired CRP & Grass

Land Tenure:

See Soils Map on Page 18.

Taxes:

Estimated 2022 real estate taxes payable in 2023: \$772

Comments:

Live water. If Parcel #1B sells separately from Parcel #1A, a 30 ft ingress/egress easement along the west property line to be reserved and conveyed to Parcel #1B to provide access to Parcel #1B. There currently is a 30 ft ingress/egress easement along the east property line of Parcel #1A where the existing road is from Highway #14 for the benefit of the adjoining land-owners as shown on Page 6. If Parcel #1B & Parcel #2 sell separately from Parcel #1A, an ingress/egress easement in the same location will be reserved and conveyed to the respective Parcel. Furthermore, a 70 ft easement along the east side of Parcel #2 will be reserved and conveyed to Parcel #1B for ingress/egress to Parcel #1B.

A portion of the property is located within the flood plain. See Page 31 for flood plain map.

Bid Price:



**Combo
#1**

Combo Map



Combo Information

**Legal Description:**

See Parcels #1A & #1B.

Acreage:

127.0± Ac Expired CRP & Grass

Land Tenure:

See Parcels #1A & #1B.

Taxes:

Estimated 2022 real estate taxes payable in 2023: \$876

FSA Information:

See Parcel #1A.

Comments:

See Parcels #1A & #1B.

Bid Price:

Parcel #2

Parcel Map



Parcel Information

A circular orange logo with a white border containing the text "Parcel #2" in bold black font.

Legal Description:

A tract of land within the legal description for Parcel III on Page 92. A metes and bounds survey will be completed to create a metes and bounds legal description if sold in parcels and/or a combo. The title commitment will be amended to reflect the new legal description.

See Pages 91-127 for legal description, title commitment, and title exceptions.

House Address:

13243 County Road 35.5, Sterling, CO

Acreage:

6.9± Total Acres

Land Tenure:

See Soils Map on Page 18.

Taxes:

2022 real estate taxes payable in 2023: \$436

Residence:

2 Bedroom, 1 bath, 1,200+/- sq ft home with unfinished basement. Domestic Well Permit #250492. See Pages 27-28 for copy of well permit. See Pages 47-50 for copy of septic permit. See Pages 74-83 for copies of Seller's Property Disclosure and Lead Based Paint Disclosure. Appliances included. Tenant's personal property excluded. Natural Gas and electricity provided by Xcel Energy.

Comments:

See Page 342 for Subdivision Exemption Survey. If Parcel #2 sells separately from Parcel #1A & #1B, there currently is a 30 ft ingress/egress easement along the east property line of Parcel #1A where the existing road is from Highway #14 for the benefit of the adjoining landowners as shown on Page 6. If Parcel #2 sells separately from Parcel #1A, an ingress/egress easement in the same location will be reserved and conveyed to Parcel #2. Furthermore, if Parcel #1B sells separately from Parcel #2, a 70 ft easement along the east side of Parcel #2 will be reserved and conveyed to Parcel #1B for ingress/egress to Parcel #1B.

Bid Price:





Single Unit Information



**Single
Unit**

Legal Description:

See Parcels #1A, #1B, & #2.

See Pages 91-127 for legal description, title commitment, and title exceptions.

Acreage:

133.9± Ac Expired CRP & Grass

Land Tenure:

See Parcels #1A, #1B, & #2.

Taxes:

Estimated 2022 real estate taxes payable in 2023: \$1,312

FSA Information:

See Parcel #1A.

Residence:

See Parcel #2.

Comments:

See Parcels #1A, #1B, & #2.

Bid Price:





Farmers' Pawnee Canal Company

LOT	BID PRICE
WATER LOT #3A—1 Share	
WATER LOT #3B—1 Share	
WATER LOT #3C—1 Share	
WATER LOT #3D—1 Share	
WATER LOT COMBO #3—4 Shares	

Each lot contains 1 share of Farmers' Pawnee Canal.
Combo contains 4 shares of Farmers' Pawnee Canal.
See Page 29 for copy of Stock Certificate.

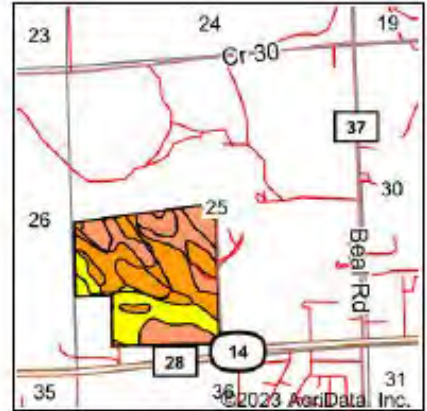
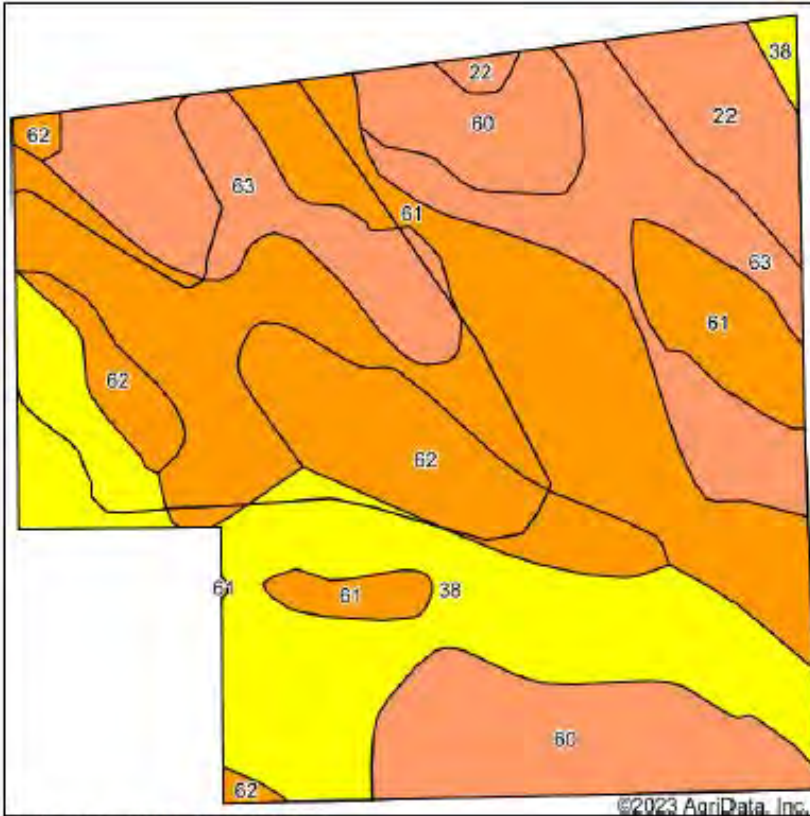
Logan Irrigation District Acres



LOT	BID PRICE
Water Lot #4A—10 LID Acres	
Water Lot #4B—10 LID Acres	
Water Lot Combo #4—20 LID Acres	
Water Lot #5A—10 LID Acres	
Water Lot #5B—14.8 LID Acres	
Water Lot Combo #5—24.8 LID Acres	
Water Lot #6A—20 LID Acres	
Water Lot #6B—20 LID Acres	
Water Lot Combo #6—40 LID Acres	
Water Lot Single Unit—84.8 LID Acres	

See Page 3 for Terms & Conditions of Logan Irrigation District to convey shares.
See Page 30 for copy of Logan Irrigation District map showing location of current 84.8 district acres.

Soils Map



State: Colorado
 County: Logan
 Location: 25-8N-53W
 Township: Sterling
 Acres: 122.41
 Date: 3/2/2023







Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu
61	Manter, sandy loam, 0 to 3 percent slopes	37.19	30.4%		IIIe	55
38	Haxtun sandy loam, 0 to 3 percent slopes	27.40	22.4%		IIe	
63	Manter sandy loam, 5 to 9 percent slopes	22.90	18.7%		IVe	
60	Manter loamy sand, 3 to 9 percent slopes	16.32	13.3%		IVe	
62	Manter sandy loam, 3 to 5 percent slopes	12.70	10.4%		IIIe	55
22	Dalley loamy sand, 3 to 9 percent slopes	5.90	4.8%		IVe	
Weighted Average					3.14	22.4

Soils data provided by USDA and NRCS.

Well Permit #250491



Form No. GWS-12 7/00	STATE OF COLORADO OFFICE OF THE STATE ENGINEER 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80203 (303) 866-3581 Fax (303) 866-3589 http://water.state.co.us/default.htm	For Office Use Only
REGISTRATION OF EXISTING WELL		RECEIVED MAY 14 2003 WATER RESOURCES STATE ENGINEER COLO. Invoice # 586291 2/24/03 11:54 AM Casher ID: 04 \$ 100.00 Credit Card Purp.
Name, address and phone of the well owner: NAME(S) <u>CHARLOTTE TOWNSEND O'CONNELL</u> Mailing Address <u>PO Box 150 13306 CITY RD 355</u> City, St. Zip <u>STERLING, CO 80751</u> Phone <u>(970) 522-2849</u>		RECEIVED FEB 24 2003 WATER RESOURCES STATE ENGINEER COLO.
WELL LOCATION: County <u>LOCAN</u>	Owner's Well Designation <u>FARM RENTAL</u>	
(Address) (City) (State) (Zip)		
SE 1/4 of the 1/4, Sec. 25, Twp. 8 <input checked="" type="checkbox"/> N. or <input type="checkbox"/> S., Range 57 <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W., 6 P.M.		
Distance from Section Lines 250 Ft. From <input type="checkbox"/> N. or <input checked="" type="checkbox"/> S., 3400 Ft. From <input checked="" type="checkbox"/> E. or <input type="checkbox"/> W. Line.		
Subdivision Name Lot Block Filing/Unit		
The well has historically been used for the following purpose(s): <u>DOMESTIC STOCK FIRE PROTECTION TREES</u>		
Water from the well was first used beneficially by the original owner for the above described purposes on _____		
The total depth of this well is <u>100'</u> feet.		
The pumping rate of this well is <u>15</u> gallons per minute.		
The average annual amount of water diverted is <u>1</u> acre feet.		
The land irrigated (watered) by water from this well is <u>10,000</u> <input type="checkbox"/> Acre or <input checked="" type="checkbox"/> Square feet, described as: Number		
or as Subdivision Lot(s) Block Filing/Unit		
I (we) claim and say that I (we) are the owner(s) of the well described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge.		
Please print the Signer's Name & Title <u>CHARLOTTE O'CONNELL</u>	Signature(s) of the owner <u>Charlotte P. O'Connell</u>	Date <u>2-24-03</u>
WE 78 records in 25 - SE/SW - 42T # 123708 WR Applicant will mail in the Field insp. CWCB Item 2 - okay TOPO 3K + J de FI - stock + 10,000 # No SF MYLAR 1940's first use		For Office Use Only 421-19 57 well 46' deep NO FI CWCB - 100 104, 120 WR - 11000 W 3456 W 5708 W 5710
Div <u>1</u> WD <u>64</u> Basin MD		



OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LR

WELL PERMIT NUMBER 250491
DIV. 1 WD 64 DES. BASIN MD

APPLICANT

CHARLOTTE TOWNE OCONNELL
BOX 150
STERLING, CO 80751-

APPROVED WELL LOCATION

LOGAN COUNTY
SE 1/4 SW 1/4 Section 25
Township 8 N Range 53 W Sixth P.M.

DISTANCES FROM SECTION LINES

Ft. from Section Line
Ft. from Section Line

UTM COORDINATES

Northing: Easting:

(970) 522-2849

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights.
2) Construction details for this existing well have not been provided to this office; therefore, it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2.
3) This well is recorded and permit approved in accordance with CRS 37-92-602(5) for historic use as indicated herein and described in CRS 37-92-602(1)(b), being a well producing 15 GPM and used for ordinary household purposes inside 0 single family dwelling(s), fire protection, the watering of domestic animals, poultry and livestock on a farm or ranch, and the irrigation of not more than 10,000 square feet of home gardens and lawns.
4) The date of first beneficial use, as claimed by the applicant, is the 1940's.

NOTICE: This permit has been approved with a change to the permit application form from that applied for by the applicant. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

MAS
6-21-03

APPROVED
MAS

State Engineer [Signature]

By [Signature]

Receipt No. 0506281B

DATE ISSUED 05-21-2003

EXPIRATION DATE

N/A

COLORADO DIVISION OF WATER RESOURCES FIELD INSPECTION REPORT

Please complete this form in INK

DIV. 1 WD 64
DATE OF INSPECTION: 5-13-03

appl. receipt no(s). 506281B

APPLICANT: Charlotte O Connell person contacted if not applicant: _____

ADDRESS: P.O. Box 150 13306 Rd 35.5 W.C. name & phone #: J.T. Hanrahan
Sterling, CO 80751 (970) 522-5109

phone: (970) 522-2849

EXISTING WELL LOCATION: SE 1/4, SW 1/4, Sec. 25, Twp. 8N, Rng. 57W, 6th P.M.;

DIST. 250 from N (S) sec. line, 3400 from (E) W sec. line; County Logan

(if repl., give dist. & dir. to new well site - NA)

circle type of existing well: DRILLED HAND DUG, SPRING WELL, GALLERY WELL, GRAVEL PIT, OTHER _____

how many other wells are located on this parcel? 2 use? (1 Registered) & 1 unregistered

are they registered? permit/case #(s)? See App. enclosed for Domestic enclosed

EST. DATE WELL CONSTRUCTED 1940's DATE OF FIRST USE Same EST. PUMPING RATE 15 gpm

TOTAL # OF ACRES IN THIS TRACT/PARCEL 133 ACRES

additional subd/parcel info.: _____

USE OF WELL:

- _____ household use in (indicate how many) _____ single family dwelling(s)
- _____ watering of poultry and/or domestic animals ("domestic animals" would include a few cows, horses, etc.)
- watering of livestock on a farm or ranch - approx. how many head? 50 seasonal
- is this a feed lot? No; how many head? _____
- (it is important to specify estimated historic lawn/garden irr.) irr. 10,000 square feet/acre of lawn and/or garden
- fire protection
- _____ commercial - drinking & san. only? (write details in "comments" section)
- _____ other (write details in "comments" section)

yes / no WERE THE USES CHECKED ABOVE INITIATED PRIOR TO MAY 8, 1972?
NOTE: IF ANY CHANGE IN THE HISTORIC USE OF THIS WELL HAS OCCURRED SINCE MAY 8, 1972, please indicate the date(s) the use changed, and discuss this change/and/or expansion of the current/proposed use in the "comments" section of this form

(if completing inspection for NON-EXEMPT USES, use comments section below (include case #, # acres irr. if applicable, etc.))

signed: J.T. Hanrahan dated: 5/13/03

additional comments and/or information: _____

more room for comments on the back

Well Permit #123788-A



WRJ-5-Rev. 76

RECEIVED
 COLORADO DIVISION OF WATER RESOURCES
 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80202
 DEC 2 1981

PERMIT APPLICATION FORM

FOR: A PERMIT TO USE GROUND WATER
 A PERMIT TO CONSTRUCT A WELL
 A PERMIT TO INSTALL A PUMP
 REPLACEMENT FOR NO. _____
 OTHER _____
 WATER COURT CASE NO. _____

RECEIVED
 DEC 1.1 1981
 WATER RESOURCES
 STATE ENGINEER
 SOLO.

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

(1) APPLICANT - mailing address
 NAME R. E. O'Connell
 STREET 13306 Co. R. 35.5 Box 549
 CITY Sterling, CO 80751
(State) (Zip)
 TELEPHONE NO. 522-2849

(2) LOCATION OF PROPOSED WELL
 County Logan
SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25
 Twp. 8 N, Rng. 53 W, 6 P.M.
(N, S) (E, W)

(3) WATER USE AND WELL DATA
 Proposed maximum pumping rate (gpm) 15
 Average annual amount of ground water to be appropriated (acre-feet): 1
 Number of acres to be irrigated: less than one
 Proposed total depth (feet): 80'
 Aquifer ground water is to be obtained from:

 Owner's well designation _____

GROUND WATER TO BE USED FOR:
 HOUSEHOLD USE ONLY - no irrigation (0)
 DOMESTIC (1) INDUSTRIAL (5)
 LIVESTOCK (2) IRRIGATION (6)
 COMMERCIAL (4) MUNICIPAL (8)
 OTHER (9) _____
 DETAIL THE USE ON BACK IN (11)

(4) DRILLER
 Name Canfield Drilling CO
 Street Box 519
 City Ft. Morgan, CO 80701
(State) (Zip)
 Telephone No. 867-2943 Lic. No. #7

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 21819
 Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPROVED AS A REPLACEMENT OF WELL NO. 123788. THE EXISTING WELL MUST BE PLUGGED AND ABANDONED ACCORDING TO THE REVISED AND AMENDED RULES AND REGULATIONS FOR WATER WELL AND PUMP INSTALLATION CONTRACTORS. THE ENCLOSED AFFIDAVIT MUST BE SUBMITTED WITHIN SIXTY (60) DAYS AFTER THE CONSTRUCTION OF THE NEW WELL, AFFIRMING THAT WELL NO. 123788 WAS PLUGGED AND ABANDONED.

THE MUNICIPAL OR COUNTY GOVERNMENT SHALL BE CONSULTED WHEN LOCATING THIS WELL, AND THEIR REGULATIONS SHALL BE COMPLIED WITH.

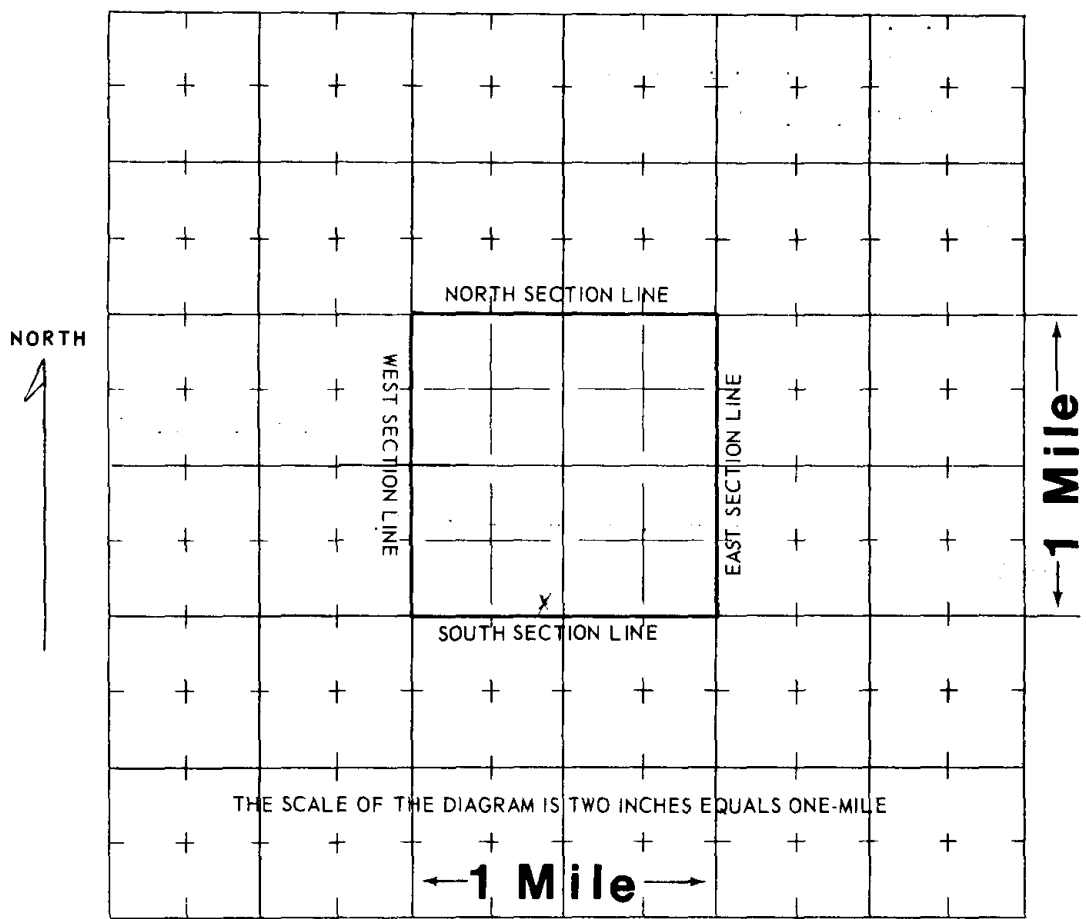
APPLICATION APPROVED

PERMIT NUMBER 123788-A
 DATE ISSUED JAN 4 1982
 EXPIRATION DATE JAN 4 1984
Robert G. Koenigsberg
 Assistant (STATE ENGINEER)
 BY Douglas R. Wood
 I.D. 1-64 COUNTY 38

Well drilled by Canfield Drilling Co. Lic. No. 764
 Permanent
 Pump installed by _____ Lic. No. _____
 Meter Serial No. _____ Flow Meter Date Installed _____
 Owner of land on which
 water is being used R. E. O'Connell

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)**

VE

RECEIVED

JAN 18 1982

WATER RESOURCES
STATE ENGINEER
COLO.

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 123788-A

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

WELL OWNER R. E. O'Connell SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 25

ADDRESS 13306 Co. Rd. 35.5, Box 549, Sterling, Co. 80751 T. 8 N. R. 53 W. 6th P.M.

DATE COMPLETED December 21, 1981

HOLE DIAMETER

12 in. from 0 to 60 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD _____

CASING RECORD: Plain Casing

Size 5" & kind Plastic from + 1 to 30 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 5" & kind Plastic from 30 to 60 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material Cement

Intervals 6-16

Placement Method Spill Tube

GRAVEL PACK: Size _____

Interval _____

TEST DATA

Date Tested December 21, 1981

Static Water Level Prior to Test 29 ft.

Type of Test Pump Bailed

Length of Test 2 1/2 hrs.

Sustained Yield ~~#####~~ 10 gpm

Final Pumping Water Level 59'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	3	Top	29'
3	35	sand	
35	40	clay, some sand	
40	43	clay, a little gravel	
43	55	shale blossom	
55	60	shale	
TOTAL DEPTH <u>60'</u>			

Use additional pages necessary to complete log.

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, CO 80202

RECEIVED
DEC 2 2 1981

3-0

PERMIT APPLICATION FORM

- (X) A PERMIT TO USE GROUND WATER
- (X) A PERMIT TO CONSTRUCT A WELL
- FOR: (X) A PERMIT TO INSTALL A PUMP

RECEIVED
DEC 1.1 1981

WATER RESOURCES
STATE ENGINEER
SOLO.

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

- () REPLACEMENT FOR NO. _____
 - () OTHER _____
- WATER COURT CASE NO. None

(1) APPLICANT - mailing address

NAME R. E. O'Connell

STREET 13306 Co. R. 35.5 Box 549

CITY Sterling, CO 80751
(State) (Zip)

TELEPHONE NO. 522-2849

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 21819

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPROVED AS A REPLACEMENT OF WELL NO. 123788. THE EXISTING WELL MUST BE PLUGGED AND ABANDONED ACCORDING TO THE REVISED AND AMENDED RULES AND REGULATIONS FOR WATER WELL AND PUMP INSTALLATION CONTRACTORS. THE ENCLOSED AFFIDAVIT MUST BE SUBMITTED WITHIN SIXTY (60) DAYS AFTER THE CONSTRUCTION OF THE NEW WELL, AFFIRMING THAT WELL NO. 123788 WAS PLUGGED AND ABANDONED.

(2) LOCATION OF PROPOSED WELL

County Logan

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25

Twp. 8 N, Rng. 53 W, 6 P.M.
(N,S) (E,W)

THE MUNICIPAL OR COUNTY GOVERNMENT SHALL BE CONSULTED WHEN LOCATING THIS WELL, AND THEIR RECOMMENDATIONS SHALL BE COMPLETED WITH.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15

Average annual amount of ground water to be appropriated (acre-feet): 1

Number of acres to be irrigated: less than one

Proposed total depth (feet): 80'

Aquifer ground water is to be obtained from: _____

Owner's well designation _____

GROUND WATER TO BE USED FOR:

(X) HOUSEHOLD USE ONLY - no irrigation (0)

(X) DOMESTIC (1) () INDUSTRIAL (5)

(X) LIVESTOCK (2) () IRRIGATION (6)

(X) COMMERCIAL (4) () MUNICIPAL (8)

() OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

APPLICATION APPROVED

PERMIT NUMBER 123788-A

DATE ISSUED JAN 4 1982

EXPIRATION DATE JAN 4 1984

Robert G. Langenbaugh
Assistant (STATE ENGINEER)

BY Douglas R. Whorson

I.D. 1-64 COUNTY 38

(4) DRILLER

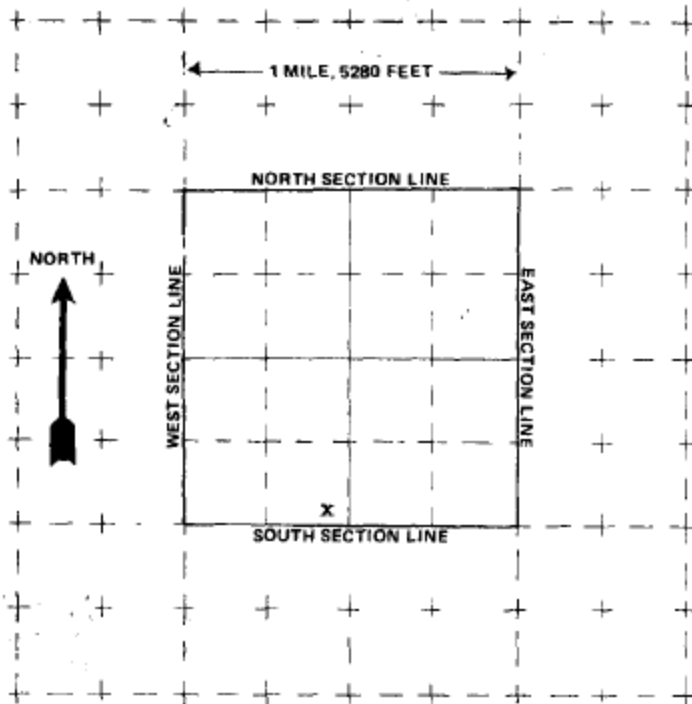
Name Canfield Drilling CO

Street Box 519

City Ft. Morgan, CO 80701
(State) (Zip)

Telephone No. 867-2943 Lic. No. #7

(5) **THE LOCATION OF THE PROPOSED WELL** and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

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)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot ... 43,560 cubic feet ... 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) **THE WELL MUST BE LOCATED BELOW** by distances from section lines.

150 ft. from South sec. line
(north or south)

2502 ft. from West sec. line
(east or west)

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner: R. E. O'Connell

No. of acres 3. Will this be the only well on this tract? yes

(8) **PROPOSED CASING PROGRAM**

Plain Casing

5 in. from 0 ft. to 60 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

5 in. from 60 ft. to 80 ft.

_____ in. from _____ ft. to _____ ft.

(9) **FOR REPLACEMENT WELLS** give distance and direction from old well and plans for plugging it:

SW of old well and as close as

practical

Plugging from surface

2' dirt-8' cement-90' gravel

(10) **LAND ON WHICH GROUND WATER WILL BE USED:**

Owner(s): R. E. O'Connell No. of acres: 3

Legal description: Logan Co, SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec., 25, 8N, 53W, 6th pm

(11) **DETAILED DESCRIPTION** of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used.

Septic & Leach

(12) **OTHER WATER RIGHTS** used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
None		

(13) **THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.**

Robert E. O'Connell

SIGNATURE OF APPLICANT(S)



Well Permit #250492

RECEIVED

Form No. GWS-12 7/00	STATE OF COLORADO OFFICE OF THE STATE ENGINEER 818 Centennial Bldg., 1313 Sherman St., Denver, CO 80203 (303) 866-3581 Fax (303) 866-3589 http://water.state.co.us/default.htm	For Office Use Only	MAY 14 2003
----------------------	---	---------------------	-------------

REGISTRATION OF EXISTING WELL FEB 24 2003

WATER RESOURCES STATE ENGINEER COLO.

Invoice # 506281
2/24/03 11:54:58 AM
Cashier ID: 04
\$ 180.00
Credit Card Purchase

Name, address and phone of the well owner:

NAME(S) CHARLOTTE TOWNE O'CONNELL

Mailing Address PO BOX 1570 13306 CTY PASS S

City, St. Zip STERLING CO 80751

Phone (970) 532-2849

WELL LOCATION: County LOGAN Owner's Well Designation _____

(Address) (City) (State) (Zip)

NE 1/4 of the SW 1/4, Sec. 25, Twp. 8 N. or S., Range 52 E. or W., 6 P.M.

Distance from Section Lines 1472 Ft. From N. or S., 2872 Ft. From E. or W. Line.

Subdivision Name _____ Lot _____ Block _____ Filing/Unit _____

The well has historically been used for the following purpose(s): DOMESTIC SINGLE DWELLING FIRE PROTECTION, LESS THAN 1 ACRE LAWN, TREES, GARDEN, LIVESTOCK

Water from the well was first used beneficially by the original owner for the above described purposes on _____

The total depth of this well is 100' feet.

The pumping rate of this well is 15 gallons per minute.

The average annual amount of water diverted is 1 acre feet.

The land irrigated (watered) by water from this well is LESS THAN 1 Acre or Square feet, described as:

LOGAN CO, NE of SW SEC 25, 8N, 52W, 6pm

or as _____ Subdivision Lot(s) _____ Block _____ Filing/Unit _____

I (we) claim and say that I (we) are the owner(s) of the well described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge.

Please print the Signer's Name & Title	Signature(s) of the owner.	Date
<u>CHARLOTTE O'CONNELL</u>	<u>Charlotte O'Connell</u>	<u>2-24-03</u>

WE 78 records 22 NE/SW - 215784 1964 pm

WR Working - applicant will mail in field inspection.

CWCB Item 2 - dug

TOPO 33+ k de FI - 1SF, DA, 10000 #1

MYLAR _____

Div 1 WD 64 Basin _____ MD _____

NAFT
CWCB - 100, 109, 126
WR - W 1098
W 2456
W 5208
5710

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LR

WELL PERMIT NUMBER <u>250492</u>		-	-
DIV. 1	WD 64	DES. BASIN	MD

APPLICANT

CHARLOTTE TOWNE OCONNELL
BOX 150
STERLING, CO 80751-

(970) 522-2849

APPROVED WELL LOCATION

LOGAN COUNTY
NE 1/4 SW 1/4 Section 25
Township 8 N Range 53 W Sixth P.M.

DISTANCES FROM SECTION LINES

1472 Ft. from South Section Line
2872 Ft. from East Section Line

UTM COORDINATES

Northing: Easting:

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) Construction details for this existing well have not been provided to this office; therefore, it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2. The issuance of this permit does not relieve the well owner of responsibility or liability in the event contamination of the groundwater source results from the construction or use of this well, nor does the State Engineer assume any responsibility or liability should contamination occur.
- 3) This well is recorded and permit approved in accordance with CRS 37-92-602(5) for historic use as indicated herein and described in CRS 37-92-602(1)(b), being a well producing 15 GPM and used for ordinary household purposes inside one single family dwelling, fire protection, the watering of domestic animals and poultry, and the irrigation of not more than 10,000 square feet of home gardens and lawns.
- 4) The date of first beneficial use, as claimed by the applicant, is the 1930's.

NOTICE: This permit has been approved with a change to the permit application form from that applied for by the applicant. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

MAS
9-21-03

APPROVED MAS	<u><i>Hel D. Simpson</i></u> State Engineer	DATE ISSUED 05-21-2003	By <u><i>Megan Suller</i></u> EXPIRATION DATE <i>N/A</i>
Receipt No. 0506281C			

Farmers' Pawnee Canal Company Stock Certificate

Parcels
#3A-#3D

NUMBER
1274

SHARES
4.0

The Farmers' Pawnee Canal Company
Capital Stock, \$2500. 500 Shares

Incorporated under the Laws of the State of Colorado

This Certificate is for
Four (4.0)
Shares of the Capital Stock of
The Farmers' Pawnee Canal Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
By its duly authorized officers and its Corporate Seal to be hereunto affixed
this eighth day of February A.D. 2006

[Signature] Secretary

[Signature] President

SHARES \$5.00

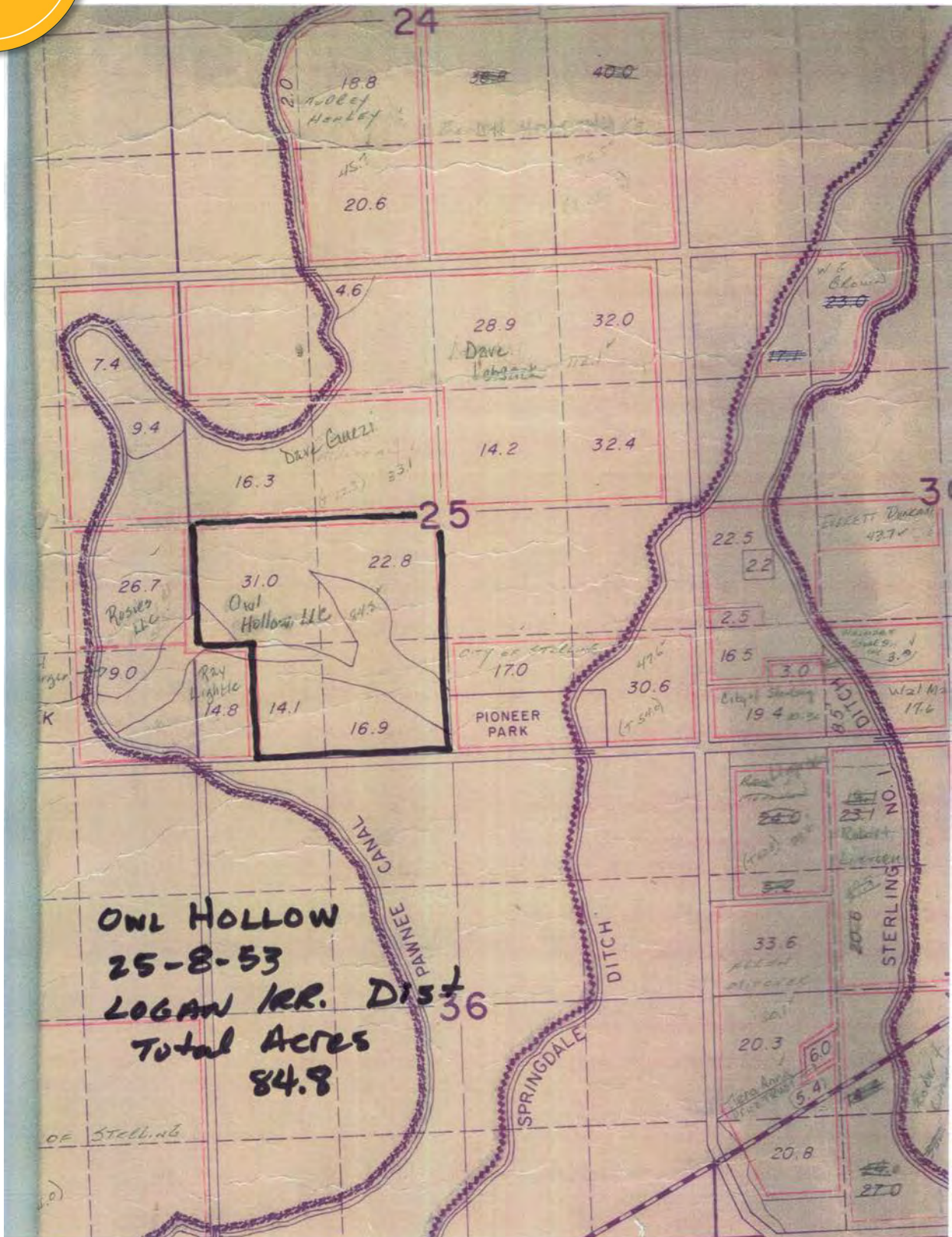
THE FARMERS' PAWNEE CANAL COMPANY
1906

© 2006 S.P.A.



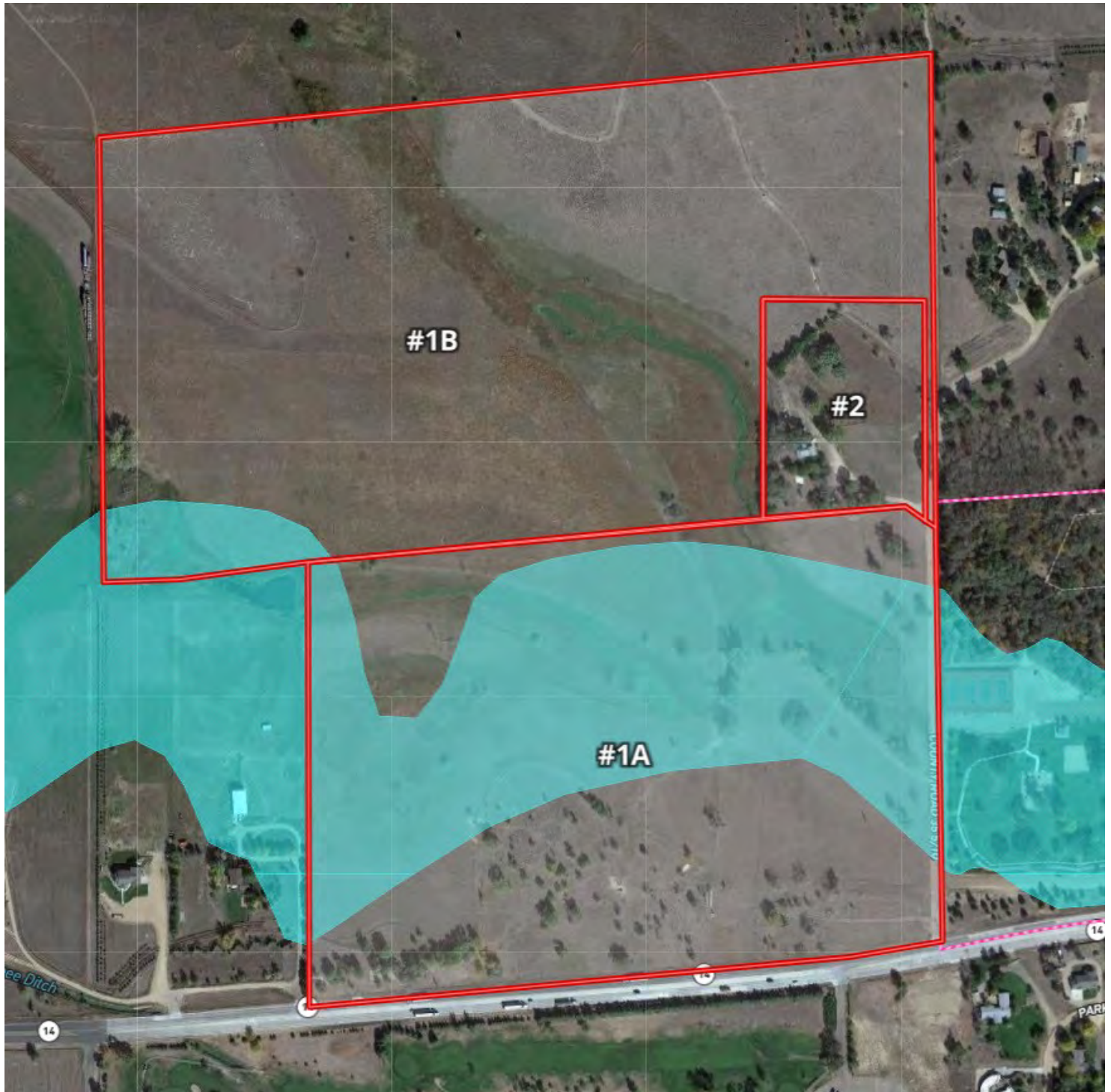
**Parcel
#4A-#6B**

Logan Irrigation District Acres Map



Flood Plain Map

**Parcel
#1A**

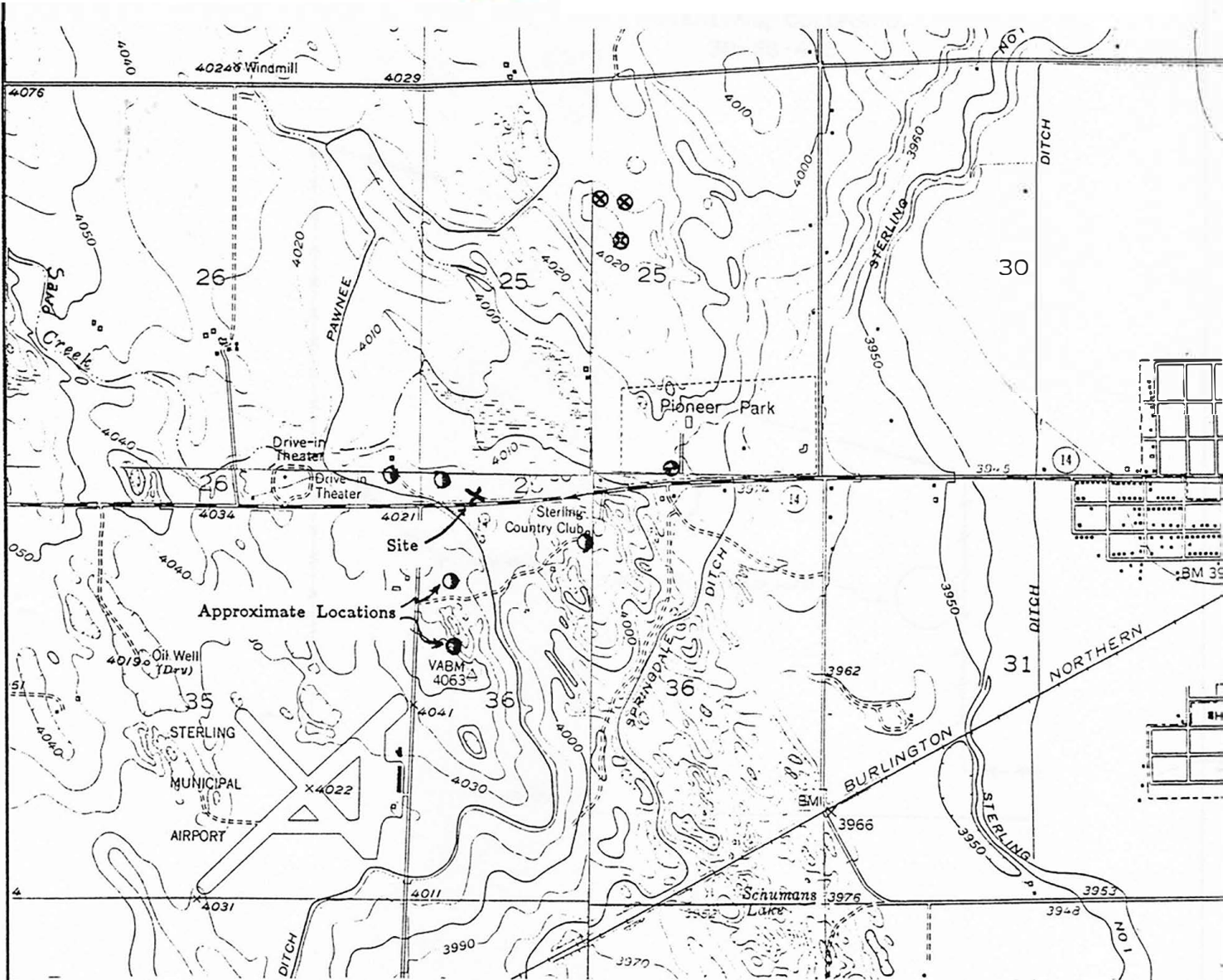


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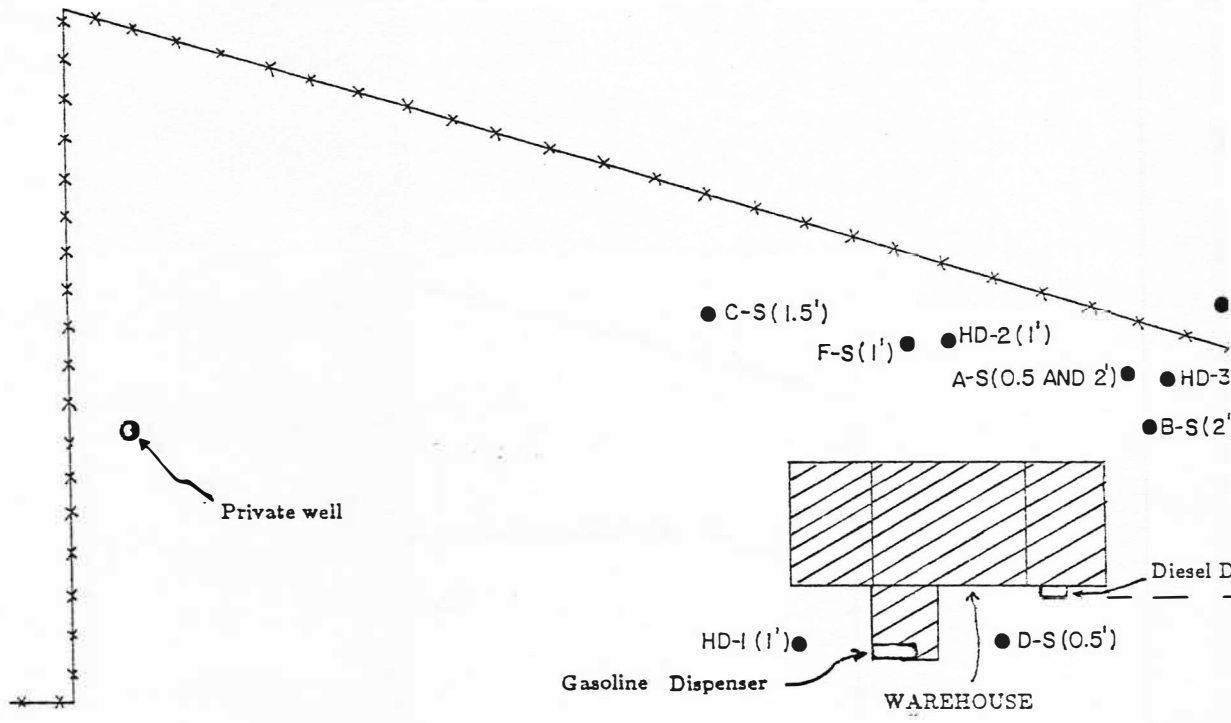
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FIGURE 1
 SITE LOCATION AND LOCAL TOPOGRAPHY
 HARPEL OIL SITE
 STERLING, COLORADO
 30-88-425

Environmental Clean-Up Report



- LEGEND:
- Private water wells
 - ⊗ Municipal wells
 - ⊕ City irrigation wells



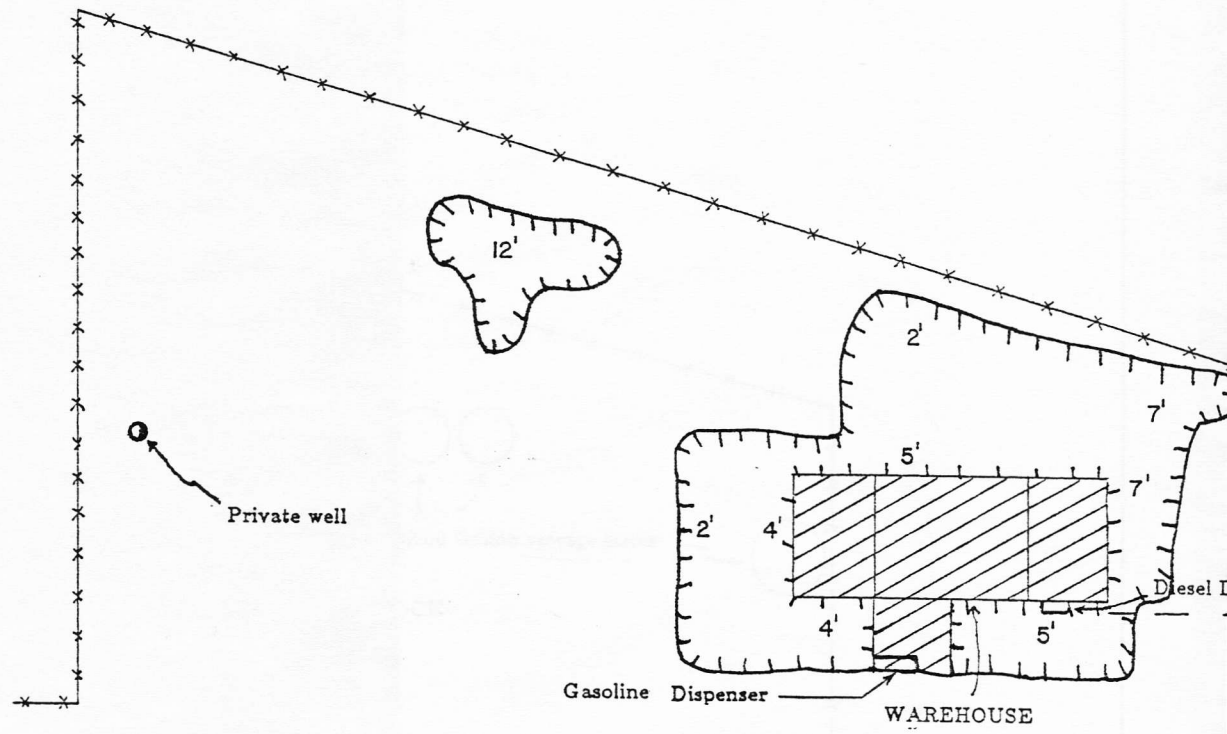
HIGHWAY 14

LEGEND

 CONCRETE PAD

● SAMPLING POINT WITH DEPTH IN PARENTHESIS

FIGURE 3
 EXCAVATION LOCATIONS
 AND SETTINGS
 MADE ON SITE
 FORTY-FIVE MILES
 WEST OF DENVER



LEGEND



-  CONCRETE PAD
-  EXCAVATED AREA
(APPROX. DEPTHS ARE SHOWN ON THE MAP)



FIGURE 3
SOIL EXCAVATION LOCATIONS
AND DEPTHS
HARPEL OIL SITE
STERLING, COLORADO
30-88-425

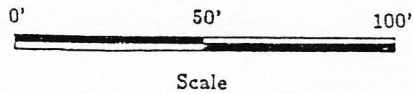
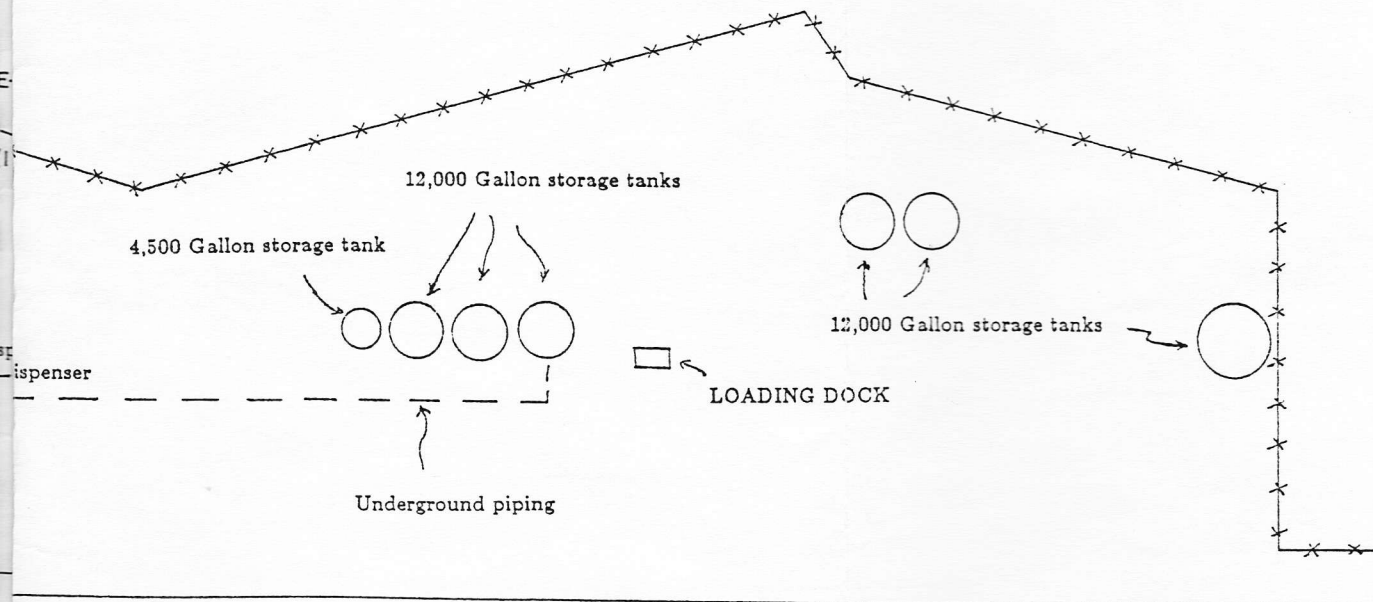


Table 1
 Chemical Analyses
 Harpel Oil Site
 Sterling, Colorado
 Delta No. 30-88-425

<u>Parameter</u>	<u>Sample</u> ¹	<u>A-S-0.5</u>	<u>A-S-2</u>	<u>B-S</u>	<u>C-S</u>	<u>D-S</u>	<u>E-S</u>	<u>F-S</u>
Oil and Grease (mg/kg)		290	20	80	40	310	20	220
Ethylene Glycol (mg/kg)		<10	<10	<10	<10	<10	<10	<10

<u>Parameter</u>	<u>Units</u>	<u>Sample</u> ¹	<u>HD-1</u>	<u>HD-2</u>	<u>HD-3</u>
Benzene	mg/kg		<1	<1	<1
Toluene	mg/kg		<1	<1	<1
Ethyl benzene	mg/kg		0.19	<1	<1
Xylenes	mg/kg		1.91	<1	<1
Petroleum Hydrocarbons	mg/kg		7895 ²	1301 ³	1500 ³
Total Lead	mg/kg		14	262	35
Organic Lead	mg/kg		<0.3	1.0	5.0
EP Tox Lead	mg/l		<0.02	0.03	0.02

¹ Sample locations are shown on the attached map.

- 2 = Hydrocarbons C9-C15, consistent with mineral spirits
- 3 = Hydrocarbons >C10, heavy petroleum oil

ACZ INC./LABORATORY DIVISION
SOILS ANALYSES REPORT

Client: Delta Environmental
2637 Midpoint Drive
Ft. Collins, Colorado 80525
Attn: Mr. Mike Gerstner

Report Date: 09/06/88
Date Received: 08/09/88
Sample Date: 08/04/88

W.O. No.: 30-88-425

LAB NO.	SAMPLE I.D.	Oil & Grease, 1 %	Ethylene Glycol, 2 mg/kg
88-S0/1088	A-S-1	0.029	<10.
88-S0/1089	A-S-2	0.002	<10.
88-S0/1090	B-S-1	0.008	<10.
88-S0/1091	C-S-1	0.004	<10.
88-S0/1092	D-S-1	0.031	<10.
88-S0/1093	E-S-1	0.002	<10.
88-S0/1094	F-S-1	0.022	<10.

1 = EPA SW 9071 - Soxhlet Extraction
2 = ASTM 3695 - GC/FID

Ralph V. Poulsen

Ralph V. Poulsen, Laboratory Director

Sample Identification/Field Chain of Custody Record



Project: Harpel Oil
 Shipped by: DETA
 Shipped to: ACE Laboratories
 Comments:

W.O. # 30-88-425
 Attention of: Russ Underwilde
 Hazardous materials suspected? (yes/no) (no)

Sampling Point	Location	Field ID #	Date	Sample Type	No. of Containers	Analysis Required
A-S-1	Sterling Co	A-S-1	8/4/88	SOIL	1	See Below
A-S-2	"	A-S-2	"	"	"	
B-S-1	"	B-S-1	"	"	"	
C-S-1	"	C-S-1	"	"	"	
D-S-1	"	D-S-1	"	"	"	
E-S-1	"	E-S-1	"	"	"	
F-S-1	"	F-S-1	"	"	"	

Sampler(s) (signature) Mike Heurten

Field ID	Relinquished by: (signature)	Received by: (signature)	Date/Time	Comments

Sealed for shipment by: (signature) Mike Heurten Date/Time 8/8/88 1500 Shipment method: Fed Ex
 Received for Lab by: (signature) Scott Halverson Date/Time 8/1/88 1000 Comments Analysis: Ethylene Glycol (5mg/kg detection limit) and Oil and Grease - 1 Swirl Extraction (EM T.M. 907)
If you have any questions contact Mike Heurten @ 303 493 0800

ACZ INC. / LABORATORY DIVISION
ORGANICS ANALYSIS

Client: Delta Environmental Consultants
Sample I.D.: HD-1
Sample Date: 10/27/88

Lab No.: 88-50/1430
Date Received: 10/28/88
Date Reported: 11/09/88

BTXE

Method: EPA 8020 GC/PID
Detection Limit: 0.1 mg/kg

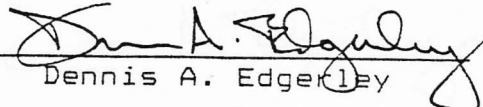
<u>Component Name</u>	<u>Amount (mg/kg)</u>
1. Benzene	U
2. Toluene	U
3. Ethylbenzene	0.19
4. Xylenes (total)	1.91

PETROLEUM HYDROCARBONS

Method: ASTM 3328 GC/FID
Detection Limit: 1.0 mg/kg

<u>Component Name</u>	<u>Amount (mg/kg)</u>
1. Hydrocarbons	7895.
C9 - C15 Mineral Spirits	

U = Not detected


Dennis A. Edgerley

ACZ INC. / LABORATORY DIVISION
ORGANICS ANALYSIS

Client: Delta Environmental Consultants
Sample I.D.: HD-2
Sample Date: 10/27/88

Lab No.: 88-S0/1431
Date Received: 10/28/88
Date Reported: 11/09/88

BTXE

Method: EPA 8020 GC/PID
Detection Limit: 0.1 mg/kg

<u>Component Name</u>	<u>Amount (mg/kg)</u>
1. Benzene	U
2. Toluene	U
3. Ethylbenzene	U
4. Xylenes (total)	U

PETROLEUM HYDROCARBONS

Method: ASTM 3328 GC/FID
Detection Limit: 1.0 mg/kg

<u>Component Name</u>	<u>Amount (mg/kg)</u>
1. Hydrocarbons	1301.

>C10 Heavy Petroleum Oil

U = Not detected


Dennis A. Edgerley

ARIVA
10-1

STATE OF COLORADO

COLORADO DEPARTMENT OF HEALTH

4210 East 11th Avenue
Denver, Colorado 80220
Phone (303) 320-8333



Roy Romer
Governor

Thomas M. Vernon, M.D.
Executive Director

March 29, 1989

Michael R. Gerstner
Delta Environmental Consultants, Inc.
2637 Midpoint Drive, Suite F
Fort Collins, CO 80525

Dear Gerstner:

This letter is in reference to the petroleum contamination at the Harpel Oil Site, Sterling, Colorado.

Thank you for the copy of the laboratory report on the contaminated soils from the above referenced site. After a review of the information supplied to the Colorado Department of Health, it would appear that the soils should be classified as a solid waste rather than characteristic of a hazardous waste and therefore, should be disposed of in accordance with the Solid Waste Disposal Act.

Based on the information provided, it would appear that the disposal of the petroleum contaminated soils from this site would not cause a detrimental effect on the operation of the Greeley/Milliken Landfill, however, we would request that these soils be spread over a large area at the site rather than to place all materials into one location. Perhaps, these materials may be used as daily cover for the landfill.

This letter in no way directs the Greeley/Milliken Landfill to accept the petroleum contaminated soils from this site, but rather provides them with the approval needed to dispose of these soils if they so choose.

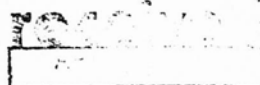
If you have any further questions, please advise.

Sincerely,

Wynn Eakins
Geologist
Hazardous Materials and Waste Management Division

WE/mw/4330K

cc: Wes Potter, Weld County Health Department
Dorathy Strole, Waste Services Inc.



DEPARTMENT OF HEALTH

1516 HOSPITAL ROAD
GREELEY, COLORADO 80637

ADMINISTRATION (303) 353-0586
HEALTH PROTECTION (303) 353-0635
COMMUNITY HEALTH (303) 353-0639



April 14, 1989

Michael Gerstner
Delta Environmental Consultants, Inc.
2637 Midpoint Drive, Suite F
Fort Collins, Colorado 80525

Dear Sir:

The staff has reviewed the proposal by Delta Environmental Consultants to dispose of 500 cubic yards of soil contaminated with petroleum hydrocarbons. The analysis submitted demonstrates that the soil removed from the Harpel Oil Site, Sterling, Colorado, will classify as a solid waste.

The State Health Department has approved of the disposal into the Greeley/Milliken Landfill. The Weld County Health Department concurs with this position and approves of the disposal as proposed. The final decision to accept the waste is the responsibility of the Waste Services, Inc. Manager. It appears to be the most logical method of disposal.

If you have any questions, please contact this office.

Sincerely,

Wes Potter, Director
Environmental Protection Service

WP/dgc

cc: Waste Services, Inc.
File

Septic Permit



LOGAN COUNTY
District Headquarters
700 Columbine St.
Sterling, CO 80751
Ph: (970) 522-3741
Fax: (970) 522-1412

MORGAN COUNTY
228 W. Railroad Ave.
Ft. Morgan, CO 80701
Ph: (970) 867-4918
Fax: (970) 867-0878

PHILLIPS COUNTY
127 E. Denver, Ste. C
Holyoke, CO 80734
Ph: (970) 854-2717
Fax: (970) 854-4347

SEDGWICK COUNTY
118 West 3rd
Julesburg, CO 80737
Ph: (970) 474-2819
Fax: (970) 474-0954

WASHINGTON COUNTY
77 Main Ave.
Akron, CO 80720
Ph: (970) 345-6562
Fax: (970) 345-8561

YUMA COUNTY
529 N. Albany St.
Ste. 1120
Yuma, CO 80759
Ph: (970) 848-3811
Fax: (970) 848-2888

APPLICATION FOR A PERMIT TO INSTALL OR REPAIR AN ON-SITE WASTEWATER TREATMENT SYSTEM

(Please print or type)

Owner Owl Hollow LLC Richard O'Connell
Current Address 8221 E. Circulo Del Oso
City TUSCON County _____ State AZ Zip 85750
Phone (970) 464 0985 Email _____

Address of Proposed System 13243 CR 35.5
City Sterling County Logan State CO Zip _____
Subdivision: Lot _____ Block _____ Filing _____

Legal Description of Property: Points _____ Section 25 Township 8N Range 53

Size of Property in Acres _____

Type of Building: Residence * Number of Bedrooms Including Basement 2

- * **Include any unfinished space that can and/or will be converted into a bedroom at a later date**
- Other _____ (Office Building, Restaurant, Shop, etc.)
 - Number of Full Time Workers _____
 - Number of Other Users _____ (Part Time Workers, Clients, Truck Drivers, etc.)
 - Other Building Fixtures: Bathroom Break Room/Kitchen Sink
 Shower Floor Drains

New Building: Yes No Basement Plumbing: Yes No

Replacement of existing: Septic Tank Soil Treatment Area/Leach Field Both

Type of Water Supply: Public Water System Private Well

Applicant certifies all information to be true and correct to the best of his/her knowledge.

Signature of Property Owner or Agent with Written Permission to Sign for Owner _____ Date 10/13/2020

FOR HEALTH DEPARTMENT USE ONLY

Application Number: 420-33 Fee: \$ 500.00

New System Repair System

Received by: Judy Mastroy

Cash Check # 7338

Date 10-13-2020

Please attach a Plot Plan indicating the location of the proposed system(s), structures, property lines, and wells. Include locations(s) where a replacement system can be installed for future reference.

Please Read and Sign the OWTS Permit Requirements on the Other Side

Edd Wester

Pace 10/15



Permit Number: L20-33

PERMIT

TO INSTALL, ALTER, REPAIR, OR MODIFY AN
ONSITE WASTEWATER TREATMENT SYSTEM

Owner: OWL Hollow LLC Richard O'Connell

Date: 10/15/2020

Address of Property: 13243 CR 35.5 Sterling, CO

Phone: (970) 466-0985

From information submitted on the application and data from the site evaluation form, the following **minimum installation specifications are required:**

Septic Tank: <u>1000</u> gallons	Rock & Pipe: <u>450</u> Bed (ft ²)	<u>375</u> Trench (ft ²)	<u>2</u> # of Trenches
----------------------------------	---	---	---------------------------

Chamber:	Bed	Trench	# of Trenches
# 4' (Quick4 Standard) Infiltrators:	<u>27</u>	<u>22</u>	_____
# _____ Infiltrators:	_____	_____	_____

In addition, this permit is subject to the following terms and conditions: (1) maximum depth to the bottom of the excavated trench is 48 inches for soil treatment areas; and (2): leach field needs to be at least 5ft from marsh
 This permit is granted temporarily to allow construction to commence. This permit may be revoked or suspended by the Northeast Colorado Health Department for reasons set forth in the Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations, including failure to meet any term or condition imposed thereon during temporary or final approval. The issuance of this permit does not constitute assumption by the Department or its employees of liability for the failure or inadequacy of the onsite wastewater treatment system.

 Northeast Colorado Health Department Specialist

10/15/2020
 Date

This permit is not transferable and shall become void if system construction has not commenced within one year of its issuance. Before issuing final approval of this permit, the Northeast Colorado Health Department reserves the right to impose additional terms and conditions required to meet our regulations on a continuing basis. Final permit approval is contingent upon the final inspection of the completed system by the Northeast Colorado Health Department.

System Specifications as Installed:

Septic Tank (gallons):	Type of Absorption:	# Infiltrators / Sq. Ft.	# of Trenches
<u>1500</u>	<u>Rock + Pipe</u>	<u>396 sq. Ft.</u>	<u>4</u>

Final Inspection Approval: _____
 NCHD Specialist

10/19/2020
 Date

Certification of Installation by:

 Engineer Signature License # _____ Date _____

GPS Locations:

Center of Septic Tank	Center of Soil Treatment Area	Well
<u>40°37.6898'N</u>	<u>40°37.6880'N</u>	<u>40°02.8611'N</u>
<u>103°15.0482'W</u>	<u>103°15.0384'W</u>	<u>103°25.6636'W</u>

The issuance of this permit does not imply compliance with other federal, state, or local regulatory or building requirements, nor shall it act to certify that the subject system will operate in compliance with applicable federal, state, and local regulations adopted pursuant to Article 10, Title 25, C.R.S., as amended, except for the purpose of establishing final approval of an installed system for issuance of a local occupancy permit pursuant to C.R.S. 25-10-111.

This onsite wastewater treatment system design is intended to be used only for the wastewater load specified in the soil treatment area calculations and for the site indicated on the subject line. Any other application of this design is not authorized by Northeast Colorado Health Department. Use of this design for any area on the subject lot other than designated, on any other lot, or for wastewater volumes or strengths not indicated constitutes misapplication of the design and voids all liabilities on the part of NCHD.

Owl Hollow LLC Richard O'Connel
13243 CR 35.5 Sterling, CO 80751
R53W-T8N-S25
Permit #L20-33

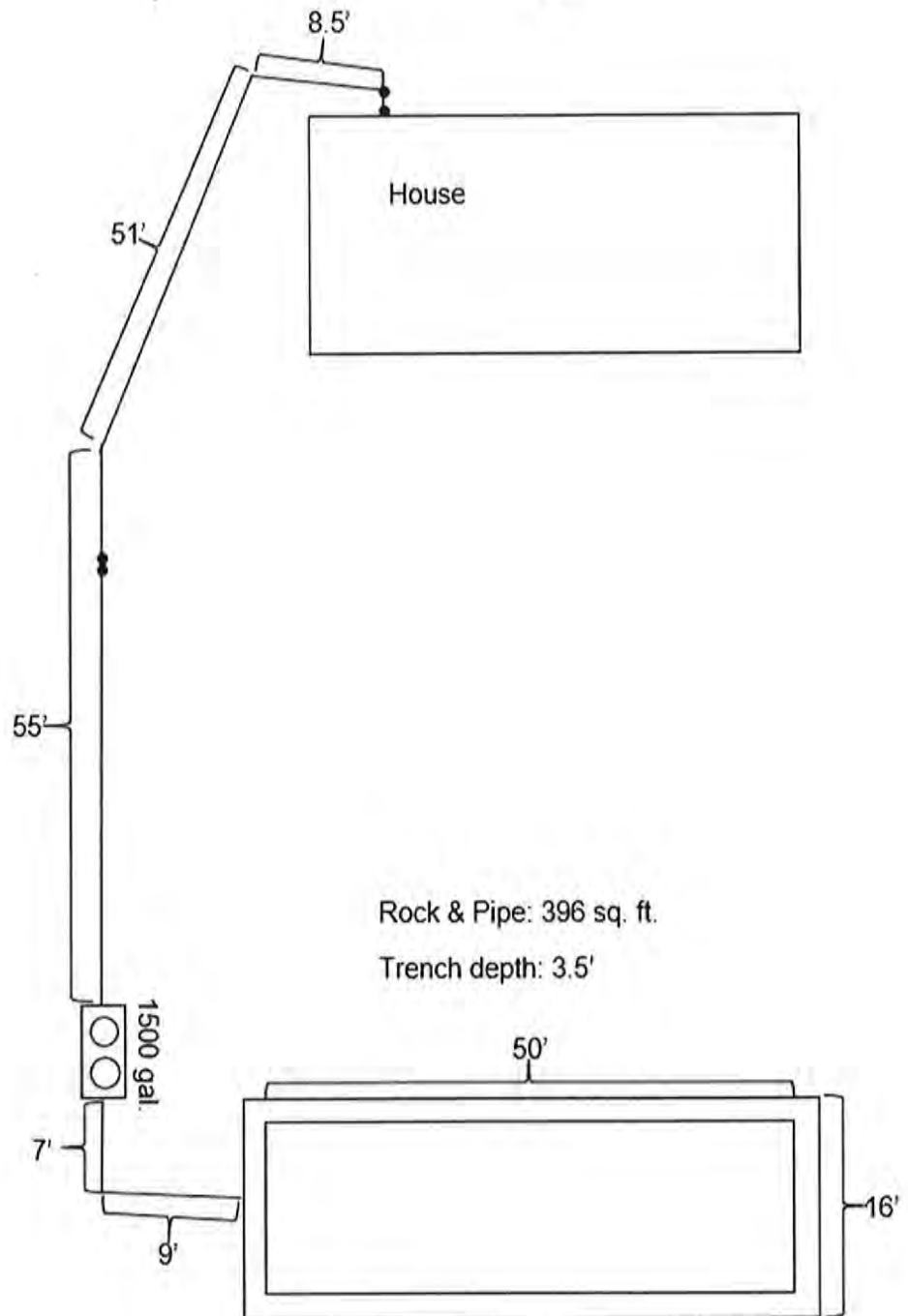


Well GPS
40°62.8611'N
103°25.0636'W



Septic Tank GPS
40°37.6898'N
103°15.0482'W

Leach Field GPS
40°37.6880'N
103°15.0384'W



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 Due Diligence Packet**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

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

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

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

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

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

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

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

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

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

527 **10.6. Due Diligence.**

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

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

534
535

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

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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:

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549
550

- 10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
Property;
- 10.6.1.4.2.** Property tax bills for the last _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,
749 subject to the Leases as set forth in § 10.6.1.1. As stated in the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023.

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.)

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30. OTHER DOCUMENTS.

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

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

900
901
902
903
904
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SIGNATURES

909
910

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

Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature 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 , and in accordance with the terms and conditions of this Specific Performance Contract, the Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023, 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 Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023 the Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023, 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 Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023, 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 Owl Hollow, LLC Land and Water Auction Due Diligence Packet Printed March 20, 2023. 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

Seller's Property Disclosure



**Parcel
#2**

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

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known material defect may result in legal liability. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this Disclosure or not. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: The Contract to Buy and Sell Real Estate, not this Disclosure, determines whether an item is included or excluded; if there is an inconsistency between this Disclosure and the Contract, the Contract controls.

Date: March 28, 2023

Property Address: 13243 County Road 35.5 Sterling, CO 80751

Seller: Owl Hollow, LLC

Year Built: 1917

I. IMPROVEMENTS

A.	STRUCTURAL CONDITIONS If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Structural problems	<input type="checkbox"/>	
2	Moisture and/or water problems	<input type="checkbox"/>	
3	Damage due to termites, other insects, birds, animals or rodents	<input type="checkbox"/>	
4	Damage due to hail, wind, fire, flood or other casualty	<input type="checkbox"/>	
5	Cracks, heaving or settling problems	<input type="checkbox"/>	
6	Exterior wall or window problems	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	
8		<input type="checkbox"/>	
9		<input type="checkbox"/>	

B.	ROOF If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Roof leak	<input type="checkbox"/>	
2	Damage to roof	<input type="checkbox"/>	
3	Skylight problems	<input type="checkbox"/>	
4	Gutter or downspout problems	<input type="checkbox"/>	
5	Other roof problems	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	

"Have not lived in - do not know condition."

B-1.	ROOF – Other Information	Yes	Comments
	Do you know of the following on the Property:		
1	Roof under warranty until _____ Transferable _____	<input type="checkbox"/>	
2	Roof work done while under current roof warranty	<input type="checkbox"/>	
3	Roof material: _____ Age _____	<input type="checkbox"/>	
4			
5			

C.	APPLIANCES	Yes	Age If Known	Comments
	If you know of any problems NOW EXISTING with the following check the "Yes" column:			
1	Built-in vacuum system & accessories	<input type="checkbox"/>		
2	Clothes dryer	<input type="checkbox"/>		
3	Clothes washer	<input type="checkbox"/>		
4	Dishwasher	<input type="checkbox"/>		
5	Disposal	<input type="checkbox"/>		
6	Freezer	<input type="checkbox"/>		
7	Gas grill	<input type="checkbox"/>		
8	Hood	<input type="checkbox"/>		
9	Microwave oven	<input type="checkbox"/>		
10	Oven	<input type="checkbox"/>		
11	Range	<input type="checkbox"/>		
12	Refrigerator	<input type="checkbox"/>		
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
15	Trash compactor	<input type="checkbox"/>		
16				
17				

D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	Age If Known	Comments
	If you know of any problems NOW EXISTING with the following check the "Yes" column:			
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
4	Light fixtures	<input type="checkbox"/>		
5	Switches & outlets	<input type="checkbox"/>		
6	Electrical Service	<input type="checkbox"/>		
7	Telecommunications (T1, fiber, cable, satellite)	<input type="checkbox"/>		
8	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
9	Ceiling fans	<input type="checkbox"/>		
10	Garage door opener and remote control	<input type="checkbox"/>		
11	Intercom/doorbell	<input type="checkbox"/>		
12	In-wall speakers	<input type="checkbox"/>		
13				
14				

"I have not lived in - do not know condition."

D-1.	ELECTRICAL & TELECOMMUNICATIONS – Other Information: Do you know of the following on the Property:	Yes	Age If Known	Comments
1	220 volt service	<input type="checkbox"/>		
2	Landscape lighting	<input type="checkbox"/>		
3	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
4	Electrical Service: Amps _____	<input type="checkbox"/>		
5	Garage door control(s) # _____	<input type="checkbox"/>		
6				
7				

E.	MECHANICAL If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	<input type="checkbox"/>		
2	Entry gate system	<input type="checkbox"/>		
3	Elevator	<input type="checkbox"/>		
4				
5				

F.	VENTILATION, AIR, HEAT If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	<input type="checkbox"/>		
2	Air conditioning:	<input type="checkbox"/>		
	Evaporative cooler	<input type="checkbox"/>		
	Window units	<input type="checkbox"/>		
	Central	<input type="checkbox"/>		
3	Attic/whole house fan	<input type="checkbox"/>		
4	Vent fans	<input type="checkbox"/>		
5	Humidifier	<input type="checkbox"/>		
6	Air purifier	<input type="checkbox"/>		
7	Fireplace	<input type="checkbox"/>		
8	Fireplace insert	<input type="checkbox"/>		
9	Heating Stove	<input type="checkbox"/>		
10	Fuel tanks	<input type="checkbox"/>		
11				
12				

F-1.	VENTILATION, AIR, HEAT Other Information: Do you know of the following on the Property:	Comments
1	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	
2	Fireplace: Type _____ Fuel _____	
3	Fireplace insert	
4	Heating Stove: Type _____ Fuel _____	

"Have not lived in - do not know condition."

5	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know	
6	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	
7	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____	
8		
9		

G. WATER If you know of any problems NOW EXISTING with the following check the "Yes" column:		Yes	Comments
1	Water system (including lines and water pressure)	<input type="checkbox"/>	
2	Water heater(s)	<input type="checkbox"/>	
3	Water filter system	<input type="checkbox"/>	
4	Water softener	<input type="checkbox"/>	
5	Well	<input type="checkbox"/>	
6	Water system pump	<input type="checkbox"/>	
7	Sauna	<input type="checkbox"/>	
8	Hot tub or spa	<input type="checkbox"/>	
9	Steam room/shower	<input type="checkbox"/>	
10	Pool	<input type="checkbox"/>	
11	Underground sprinkler system	<input type="checkbox"/>	
12	Fire sprinkler system	<input type="checkbox"/>	
13	Backflow prevention device	<input type="checkbox"/>	
14	Irrigation system	<input type="checkbox"/>	
15	Irrigation pump	<input type="checkbox"/>	
16			
17			

G-1. WATER – Other Information: Do you know of the following on the Property:		Yes	Age If Known	Comments
1	Water heater: Number _____ Fuel type _____ Capacity _____	<input type="checkbox"/>		
2	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
3	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
4	Well metered	<input type="checkbox"/>		
5	Well – Date of last inspection _____	<input type="checkbox"/>		
6	Galvanized pipe	<input type="checkbox"/>		
7	Polybutylene pipe	<input type="checkbox"/>		
8				
9				

H. SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:	
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.

"Have not lived in - do not know condition."

	The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/>
--	--

I.	SEWER	Yes	Comments
	If you know of any problems NOW EXISTING with the following check the "Yes" column:		
1	Sewage system (including sewer lines)	<input type="checkbox"/>	
2	Lift station (sewage ejector pump)	<input type="checkbox"/>	
3	Sump pump(s) # of _____	<input type="checkbox"/>	
4	Gray water storage/use	<input type="checkbox"/>	
5		<input type="checkbox"/>	

I-1.	SEWER – Other Information:
	Do you know of the following on the Property:
1	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
2	If a septic system, date latest Individual Use Permit issued: _____
3	If a septic system, date of latest Inspection: _____
4	If a septic system, date of latest Pumping: _____
5	
6	

J.	FLOODING AND DRAINAGE	Yes	Comments
	If you know of any problems NOW EXISTING with the following on the Property check the "Yes" column:		
1	Flooding or drainage	<input type="checkbox"/>	
2		<input type="checkbox"/>	

J-1.	DRAINAGE AND RETENTION PONDS – Other Information	Yes	Comments
	Do you know of the following on the Property:		
1	Drainage, retention ponds	<input type="checkbox"/>	
2		<input type="checkbox"/>	

K.	OTHER DISCLOSURES – IMPROVEMENTS	Yes	Comments
	If you know of any problems NOW EXISTING with the following check the "Yes" column:		
1	Included fixtures and equipment	<input type="checkbox"/>	
2	Stains on carpet	<input type="checkbox"/>	
3	Floors and sub-floors	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

"Have not lived in - do not know condition."

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use	<input type="checkbox"/>	
2	Notice or threat of condemnation proceedings	<input type="checkbox"/>	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	<input type="checkbox"/>	
4	Notice of zoning action related to the Property	<input type="checkbox"/>	
5	Building code, city or county violations	<input type="checkbox"/>	
6	Violation of restrictive covenants or owners' association rules or regulations	<input type="checkbox"/>	
7	Any building or improvements constructed within the past one year from this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made	<input type="checkbox"/>	
9	Other legal action	<input type="checkbox"/>	
10			
11			

M.	ACCESS & PARKING If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Any access problems	<input type="checkbox"/>	
2	Roads, trails, paths or driveways through the Property used by others	<input type="checkbox"/>	
3	Public highway or county road bordering the Property	<input type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	<input type="checkbox"/>	
5	Encroachments, boundary disputes or unrecorded easements	<input type="checkbox"/>	
6	Shared or common areas with adjoining properties	<input type="checkbox"/>	
7	Requirements for curb, gravel paving, landscaping	<input type="checkbox"/>	
8			
9			

N.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products	<input type="checkbox"/>	
2	Underground storage tanks	<input type="checkbox"/>	
3	Aboveground storage tanks	<input type="checkbox"/>	
4	Underground transmission lines	<input type="checkbox"/>	
5	Animals kept in the residence	<input type="checkbox"/>	
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill	<input type="checkbox"/>	

"Have not lived in - do not know condition."

7	Monitoring wells or test equipment	<input type="checkbox"/>	
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property	<input type="checkbox"/>	
9	Mine shafts, tunnels or abandoned wells on the Property	<input type="checkbox"/>	
10	Within governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
11	Within governmentally designated flood plain or wetland area	<input type="checkbox"/>	
12	Dead, diseased or infested trees or shrubs	<input type="checkbox"/>	
13	Environmental assessments, studies or reports done involving the physical condition of the Property	<input type="checkbox"/>	
14	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
15	Tobacco smoke in interior of improvements of Property	<input type="checkbox"/>	
16	Other environmental problems	<input type="checkbox"/>	
17			
18			

O.	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING, check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association	<input type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented	<input type="checkbox"/>	
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	<input type="checkbox"/>	
4	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	<input type="checkbox"/>	
5			
6			

P.	OTHER DISCLOSURES – GENERAL If you know of any of the following NOW EXISTING, check the "Yes" column:	Yes	Comments
1	Any part of the Property leased to others (written or oral)	<input type="checkbox"/>	
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property	<input type="checkbox"/>	
3	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
4	Structural, architectural and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards	<input type="checkbox"/>	
6	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
7	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
8			
9			

I do not know condition.

Lead Based Paint Disclosure



The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21)
(Mandatory 1-22)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

13243 County Road 35.5	Sterling, CO 80751		
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

“Have not lived in, do not know condition.”

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
 - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

March 28, 2023

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Real Estate Licensee (Listing)	_____ Date	_____ Real Estate Licensee (Selling)	_____ Date

Purchase Contract for Farmers' Pawnee Canal Co.

PURCHASE CONTRACT for FARMERS' PAWNEE CANAL COMPANY OWL HOLLOW, LLC LAND & WATER AUCTION CONDUCTED MARCH 28, 2023

Date: March 28, 2023

1. **AGREEMENT.** The undersigned Buyer(s) agree(s) to buy, and Seller _____ (the "Seller") agree to sell, _____ located on (insert legal description)

2. **BUYER(S):** _____

3. **PROPERTY/WATER RIGHTS.** Farmers' Pawnee Canal Company shares described in the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023 together with the interests, rights, benefits, appurtenant thereto. By signing this Contract, Buyer(s) acknowledge(s) having reviewed the Packet.

4. **PURCHASE PRICE AND TERMS.** Buyer(s) shall pay the Purchase Price for the WATER SHARES/ACRES calculated as follows:

Purchase Price	\$	Winning Bid
Earnest Money	\$	15% of Purchase Price
Cash at Closing	\$	
TOTAL	\$	Winning Bid less 15%

a. **Earnest Money.** The Earnest Money set forth in this section, in the form of personal/ business/ corporate check, is part payment of the Purchase Price and shall be payable to and held by Reck Agri Realty & Auction (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer(s). The Earnest Money deposit shall be tendered with this contract unless the parties mutually agree and set forth a different deadline in writing for its payment. The parties authorize Earnest Money Holder to deliver the Earnest Money deposit to the closing company, if any, at or before Closing to be applied toward the Purchase Price.

b. **Cash at Closing.** All amounts paid by Buyer(s) at Closing including Cash at Closing, plus Buyer(s) closing costs, shall be in good funds, electronic transfer funds, certified or cashier's check.

5. **CLOSING.** The date of closing shall be May 12, 2023, or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by Reck Agri Realty & Auction.

6. **TRANSFER OF TITLE – FARMERS' PAWNEE CANAL COMPANY.** Subject to tender or payment at closing as required herein and compliance by Buyer(s) with the other terms and provisions hereof. Seller and Buyer(s) to instruct the Farmers' Pawnee Canal Company office to file the transfer of shares with the Logan County Treasurer, free and clear of all liens and encumbrances.

7. **ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

8. **PRORATIONS.** 2022 assessments due in 2023 to be paid by Seller. 2023 assessments due in 2024 to be paid by Buyer(s).

9. **POSSESSION.** Irrigation water may be used by Buyer(s) in the 2023 crop year.

10. **TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. **Buyer(s) Default:** In the event of a Buyer(s) default, Seller may (i) elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and

retained on behalf of Seller, and Seller may recover such damages as may be proper, or (ii) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

b. Seller Default: In the event of a Seller default, Buyer(s) may (i) elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned in full satisfaction of any and all claims Buyer(s) may have arising from or related to this Contract, or (ii) Buyer(s) may elect to treat this contract as being in full force and effect and Buyer(s) shall have the right to specific performance.

c. Costs and Expenses. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees in addition to any other relief awarded or available.

11. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this contract, unless otherwise agreed.

12. EARNEST MONEY DISPUTE. In the event of any controversy regarding Earnest Money (notwithstanding any termination of this contract, or mutual written instructions), Earnest Money Holder shall not be required to take any action. Earnest Money Holder may await any proceeding, or at its option and sole discretion, interplead all parties and deposit any money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees.

13. TERMINATION. In the event this Contract is terminated by the parties without default, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all further obligations hereunder.

14. ADDITIONAL PROVISIONS.

a. Buyer(s) and Seller agree that facsimile signatures by Buyer(s) and Seller shall be sufficient to constitute a binding agreement until original signatures are obtained.

b. Buyer(s) is the high bidder for the Property at the auction conducted by Reck Agri Realty & Auction for the Seller and held March 28, 2023, and in accordance with the terms and conditions of this Contract, the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, and all supplements and additions thereto, and all taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. In the event of any conflict between the terms of this Contract and Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, as modified by taped oral statements at the auction, shall control.

c. FARMERS' PAWNEE CANAL COMPANY - Buyer is a current owner of land lying within the boundaries of the Farmers' Pawnee Canal Company and has acres not currently included in the Farmers' Pawnee Canal Company.

d. This Contract is not a Colorado Real Estate Commission approved form. This contract has been approved for use by legal counsel of the Seller and Reck Agri Realty & Auction.

15. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract together with the additional documents and recorded statements referred to above, constitute the entire agreement between the parties relating to the Property and the transaction described herein. Any and all prior agreements concerning the Property and the transaction described in this Contract, whether oral or written, have been and are merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any and all obligations in this Contract that, by their terms, is or are intended to be performed after termination or Closing shall survive the same.

BUYER(S):

_____ Date: ____, 20__

SELLER:

_____ Date: ____, 20__

BROKER ACKNOWLEDGMENTS. The undersigned Brokers acknowledge receipt of the Earnest Money deposit specified in Paragraph 4(a) and, while not parties to the contract, agree to cooperate upon request with any mediation conducted under Paragraph 12.

The Selling Broker is a **Transaction-Broker** in this transaction.
The Listing Broker is a **Transaction-Broker** in this transaction.

BROKERS' COMPENSATION DISCLOSURE.

Selling Brokerage Firm's compensation or commission is to be paid by: **Listing Brokerage.**
Listing Brokerage Firm's compensation or commission is to be paid by: **Seller.**

Selling & Listing Brokerage Firm's Name:
Reck Agri Services, Inc.
d/b/a Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

BY: _____ March 28, 2023
Marc Reck

Purchase Contract for Logan Irrigation District

PURCHASE CONTRACT for LOGAN IRRIGATION DISTRICT ACRES OWL HOLLOW, LLC LAND & WATER AUCTION CONDUCTED MARCH 28, 2023

Date: March 28, 2023

1. **AGREEMENT.** The undersigned Buyer(s) agree(s) to buy, and Seller _____ (the "Seller") agree to sell, _____ located on (insert legal description)

2. **BUYER(S):** _____

3. **PROPERTY/WATER RIGHTS.** Logan Irrigation District Acres described in the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, together with the interests, rights, benefits, appurtenant thereto. By signing this Contract, Buyer(s) acknowledge(s) having reviewed the Due Diligence Packet.

4. **PURCHASE PRICE AND TERMS.** Buyer(s) shall pay the Purchase Price for the WATER DISTRICT ACRES calculated as follows:

Purchase Price	\$	Winning Bid
Earnest Money	\$	15% of Purchase Price
Cash at Closing	\$	
TOTAL	\$	Winning Bid less 15%

a. **Earnest Money.** The Earnest Money set forth in this section, in the form of personal/ business/ corporate check, is part payment of the Purchase Price and shall be payable to and held by Reck Agri Realty & Auction (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer(s). The Earnest Money deposit shall be tendered with this contract unless the parties mutually agree and set forth a different deadline in writing for its payment. The parties authorize Earnest Money Holder to deliver the Earnest Money deposit to the closing company, if any, at or before Closing to be applied toward the Purchase Price.

b. **Cash at Closing.** All amounts paid by Buyer(s) at Closing including Cash at Closing, plus Buyer(s) closing costs, shall be in good funds, electronic transfer funds, certified or cashier's check.

5. **CLOSING.** The date of closing shall be May 12, 2023, or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by Reck Agri Realty & Auction.

6. **FILING OF PETITION – LOGAN IRRIGATION DISTRICT WATER.** On or before March 30, 2023, Buyer(s) to meet with Jim Yahn at the office of the Logan Irrigation District to complete and submit a petition for inclusion. Petition will be advertised 3 times prior to the Board of Directors meeting. Seller to pay for advertising of exclusion petition. Buyer(s) to pay for advertising of inclusion petition. This contract is subject to the final approval from the Logan Irrigation District Board of Directors to include/exclude the respective shares/acres. In the event the shares/acres cannot be included/excluded, this contract is null and void and of no further force and effect and all earnest monies received to be returned to the Buyer(s).

7. **TRANSFER OF TITLE – LOGAN IRRIGATION DISTRICT WATER.** Subject to tender or payment at closing as required herein and compliance by Buyer(s) with the other terms and provisions hereof. Seller and Buyer(s) to instruct the Logan Irrigation office to file the certificates of exclusion/inclusion with the Logan County Treasurer, free and clear of all liens and encumbrances.

8. **ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

9. **PRORATIONS.** 2022 assessments due in 2023 to be paid by Seller. 2023 assessments due in 2024 to be paid by Buyer(s).

10. POSSESSION. Irrigation water may be used by Buyer(s) in the 2023 crop year.

11. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. Buyer(s) Default: In the event of a Buyer(s) default, Seller may (i) elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or (ii) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

b. Seller Default: In the event of a Seller default, Buyer(s) may (i) elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned in full satisfaction of any and all claims Buyer(s) may have arising from or related to this Contract, or (ii) Buyer(s) may elect to treat this contract as being in full force and effect and Buyer(s) shall have the right to specific performance.

c. Costs and Expenses. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees in addition to any other relief awarded or available.

12. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this contract, unless otherwise agreed.

13. EARNEST MONEY DISPUTE. In the event of any controversy regarding Earnest Money (notwithstanding any termination of this contract, or mutual written instructions), Earnest Money Holder shall not be required to take any action. Earnest Money Holder may await any proceeding, or at its option and sole discretion, interplead all parties and deposit any money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees.

14. TERMINATION. In the event this Contract is terminated by the parties without default, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all further obligations hereunder.

15. ADDITIONAL PROVISIONS.

a. Buyer(s) and Seller agree that facsimile signatures by Buyer(s) and Seller shall be sufficient to constitute a binding agreement until original signatures are obtained.

b. Buyer(s) is the high bidder for the Property at the auction conducted by Reck Agri Realty & Auction for the Seller and held March 28, 2023, and in accordance with the terms and conditions of this Contract, the Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, and all supplements and additions thereto, and all taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. In the event of any conflict between the terms of this Contract and Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, the Owl

Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023, as modified by taped oral statements at the auction, shall control.

c. LOGAN IRRIGATION DISTRICT WATER - Buyer is a current owner of land lying within the boundaries of the Logan Irrigation District and susceptible of irrigation from the Prewitt Reservoir and has acres not currently included in the Logan Irrigation District.

d. This Contract is not a Colorado Real Estate Commission approved form. This contract has been approved for use by legal counsel of the Seller and Reck Agri Realty & Auction.

16. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract together with the additional documents and recorded statements referred to above, constitute the entire agreement between the parties relating to the Property and the transaction described herein. Any and all prior agreements concerning the Property and the transaction described in this Contract, whether oral or written, have been and are merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any and all obligations in this Contract that, by their terms, is or are intended to be performed after termination or Closing shall survive the same.

BUYER(S):

_____ Date: ____, 20__

SELLER:

_____ Date: ____, 20__

BROKER ACKNOWLEDGMENTS. The undersigned Brokers acknowledge receipt of the Earnest Money deposit specified in Paragraph 4(a) and, while not parties to the contract, agree to cooperate upon request with any mediation conducted under Paragraph 12.

The Selling Broker is a **Transaction-Broker** in this transaction.
The Listing Broker is a **Transaction-Broker** in this transaction.

BROKERS' COMPENSATION DISCLOSURE.

Selling Brokerage Firm's compensation or commission is to be paid by: **Listing Brokerage.**
Listing Brokerage Firm's compensation or commission is to be paid by: **Seller.**

Selling & Listing Brokerage Firm's Name:
Reck Agri Services, Inc.
d/b/a Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

BY: _____ March 28, 2023
Marc Reck

Sample Bidder Card

101

Retain This Key to Bid!



970-522-7770 / 1-800-748-2589

535 E Cheyenne Blvd. 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 Owl Hollow, LLC Land & Water Auction Due Diligence Packet Printed: March 20, 2023 & verify that I have good funds or financing arranged.

X _____

No. 101

©

Title Commitment

SCHEDULE A

File No: 233392

1. Commitment Date: **February 16, 2023, 7:00 am**

2. Policy (or Policies) to be issued: POLICY AMOUNT
 - (a) ALTA OWNER'S POLICY
Proposed Insured: **Owl Hollow, LLC, a Colorado limited liability company**

 - (b) ALTA LOAN POLICY
Proposed Insured:

Proposed Borrower:

 - (c) Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by
[Owl Hollow LLC, a Colorado limited liability company \(Parcel I\)](#)
[Owl Hollow LLC, a Colorado limited liability company \(Parcel II\)](#)
[Owl Hollow LLC, a Colorado limited liability company \(Parcel III\)](#)

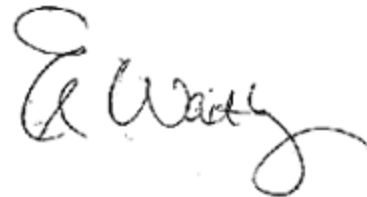
4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address: **Parcels in 25-8-53, Logan County, CO 80751**

Premiums	
To Be Determined Commitment	\$300.00
	<hr/>
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC



By _____
Authorized Signature

EXHIBIT "A"

Parcel I: South 225 feet of the SE1/4SW1/4 and South 225 feet of the E1/2SW1/4SW1/4 of Section 25, Township 8 North and Range 53 West of the 6th P.M., Logan County, Colorado

Parcel II: N1/2SW1/4, SE1/4SW1/4, except for the South 255 feet and the E1/2SW1/4SW1/4, except for the South 225 feet of Section 25, Township 8 North and Range 53 West of the 6th P.M., Logan County, Colorado; and except for a tract described as: Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 25; thence proceed N 0°34'30" W 1235.8 feet on the East line of said SW1/4 of said Section 25; thence S 89°25'30" W 30.0 feet to the point of beginning; thence N 48°54'20" W 75.2 feet; thence S 85°10'35" W 420.0 feet; thence N 0°34'30" W 650.0 feet; thence N 89°25'30" E 475.0 feet; thence S 0°34'30" E 668.9 feet more of less to the point of beginning.

Parcel III: A tract of land located in Section 25, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado more particularly described as: Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 25; thence proceed N 0°34'30" W 1235.8 feet on the East line of said SW1/4 of said Section 25; thence S 89°25'30" W 30.0 feet to the point of beginning; thence N 48°54'20" W 75.2 feet; thence S 85°10'35" W 420.0 feet; thence N 0°34'30" W 650.0 feet; thence N 89°25'30" E 475.0 feet; thence S 0°34'30" E 668.9 feet more of less to the point of beginning; together with a non-exclusive easement for ingress, egress and utility easement on and over and under the South 1904.7 feet of the East 30 feet of the East Half of the SW1/4 of said Section 25, T. 8 N., R. 53 W. of the Sixth P.M., Logan County, Colorado.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **February 16, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in the United States of America Patent recorded May 10, 1893 in [Book 22 at Page 51](#) of the Logan County, Colorado records.
9. Reservations, if any, as stated in the United States of America Patent recorded June 25, 1898 in [Book 22 at Page 393](#) of the Logan County, Colorado records.
10. Subject to Quit Claim Deed for road purposes as mentioned in Warranty Deed recorded March 19, 1930 in Book 281 at Page 352, [Reception No. 213423](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Right of Way Deed for road purposes between Henry L. Spencer and the County of Logan, State of Colorado recorded June 14, 1930 in Book 282 at Page 347, [Reception No. 215622](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Right-of-Way Deed between W. L. Stuck and The Board of County Commissioners of the County of Logan and State of Colorado recorded March 10, 1948 in Book 369 at Page 134, [Reception No. 333085](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
13. Findings and Ruling of the Referee and Decree of the Water Court in the Water Court in and for Water Division I, State of Colorado, Case No. W-5710 recorded July 23, 1975 in Book 694 at Page 491, [Reception No. 509508](#) of the Logan County, Colorado records.

14. Excepting, saving and reserving unto Robert E. O'Connell and Charlotte Towne O'Connell, all of the oil, gas and other minerals in and under and that may be produced from the said premises, together with the right of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein excepted, saved and reserved as stated in Warranty Deed recorded December 30, 1975 in Book 698 at Page 219, [Reception No. 511291](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Conveyance of Chalotte Town O'Connell's half interest in the oil, gas and other minerals in and under and that may be produced from the said premises as stated in Warranty Deed recorded October 14, 1994 in Book 885 at Page 307, [Reception No. 611056](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
16. Decree Quieting Title, District Court, Logan County, Colorado, Case No. 94 CV 47 recorded December 29, 1994 in Book 887 at Page 181, [Reception No. 611907](#) of the Logan County, Colorado records.
17. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
18. Resolution No. 2005-29 Subdivision Exemption recorded August 29, 2005 in Book 960 at Page 462, [Reception No. 672406](#) of the Logan County, Colorado records.
19. Easements, rights of way and/or encroachments as shown on plat for Owl Hollow Subdivision Exemption in the E1/2SW1/4 of Section 25, T. 8 N., R. 53 W., 6th P. M. Logan County, Colorado, recorded August 29, 2005 in Book 960 at Page 463, [Reception No. 672407](#) of the Logan County, Colorado records.
20. Easement between Owl Hollow, LLC and Doris L. Monahan and Robert W. Patten and Paula Von Arx Patten recorded January 20, 2012 in Book 994 at Page 869, [Reception No. 706702](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
21. Agreement to use Logan County Right of Way Individual Permit recorded July 29, 2015 in Book 1013 at Page 486, [Reception No. 725313](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. Taxes and assessments for the years 2022 and 2023, a lien but not yet due and payable.

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

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

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 330

APPLICATION 6536

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling Colorado whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

George W. Martin has been established and duly consummated, in conformity to law, for the

North half of the South East Quarter, and the North half of the South West Quarter of Section Twenty Five, in Township Eight North, of Range Fifty Three West, of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said George W. Martin the tract of land above described:

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

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

Given under my hand, at the City of Washington, the Fourteenth day of February, in the year of our Lord one thousand eight hundred and Ninety Three, and of the Independence of the United States the one hundred and Seventeenth

BY THE PRESIDENT: Benjamin Harrison
By E. Macfarland Asst Secretary.
J. P. Roberts Recorder of the General Land Office.



Recorded, Vol. 1 Page 272

Filed for Record the 10th day of May A. D. 1893, at 2³⁰ o'clock P.M.

Chas L. Laxe Recorder
By Jno H King Deputy.

THE UNITED STATES OF AMERICA,

Timber Culture Certificate No. 3 }
Application 785- }

To all to Whom these Presents shall come, GREETING:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado, whereby it appears that, pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the Growth of Timber on the Western Prairies," the claim of Henry L. Spencer has been established and duly consummated, in conformity to law, for the South half of the South east quarter and the South half of the South west quarter of Section Twenty five in Township Eight North of Range Fifty three West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

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

In testimony whereof, I have hereunto subscribed my name, and caused the Seal of this Office to be affixed, at the City of Washington, on the day & year above writ-
Henry L. Spencer
of General Land Office

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said

Henry L. Spencer the tract of land above described:

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

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

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

Given under my hand, at the City of Washington, the Twenty ninth day of April, in the year of our Lord one thousand eight hundred and Ninety two, and of the Independence of the United States the one hundred and Sixteenth.



BY THE PRESIDENT: Benjamin Harrison
By M. M. Keane Secretary.
R. P. Roberts Recorder of the General Land Office.

Recorded, Vol. 9 Page 147

Colorado Vol. Filed for Record the 25th day of June A.D. 1898 at 10³⁰ o'clock A.M.
Edna W. Meier, Recorder
By Louis Coleman Deputy.

Department of the Interior, General Land Office, Washington, D.C., June 21, 1898.
By Binger Hermann, Commissioner of the General Land Office & hereby certifies that the annexed copy of Patent in favor of Henry L. Spencer filed in the General Land Office at Sterling, Colorado June 21, 1898.

This Deed, Made this 7th day of March in the year of our Lord one thousand nine hundred and 20, 1930 between

E. R. Jackson
of the County of Logan, and State of Colorado, of the first part, and
W. R. Stuck

of the County of Logan, and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five (and Other Valuable Considerations) DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Logan, and State of Colorado, to-wit:

The S.E. 1/4 of the S.W. 1/4 and the E. 1/2 of the S.W. 1/4 of the S.W. 1/4 of Section 25, Township 8 North of Range 53, West of the 6th P.M., and 2 shares of the capital stock of the Farmers Pawnee Canal Company. Subject to quit-claim deed for road purposes to James R. Patterson of 20 feet along the East side of the S.E. 1/4 of the S.W. 1/4, Section 25, all in Logan County Colorado.

Together, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To Have and to Hold, The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said E. R. Jackson

part of the first part, for himself and his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part his heirs and assigns, that at the time of the ensembling and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind nature soever; Subject to a first mortgage in the amount of \$3500.00 running in favor of Jas. A. Hildeman and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has herunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
E. R. Jackson Seal
Seal
Seal
Seal

STATE OF COLORADO, } ss.
COUNTY OF LOGAN } I, Glenn S. Elliott, in and for said County,
do hereby certify that E. R. Jackson



who is personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and seal, this 7th day of March A. D. 1930
My commission expires August 5, 1930
Glenn S. Elliott
Notary Public in and
for the County of Logan, State of
Colorado

No. 213423
WARRANTY DEED.
E. R. Jackson
TO
W. R. Stuck
STATE OF COLORADO, } ss.
COUNTY OF LOGAN }
This Warranty Deed was filed for record at 9:10
o'clock P. M. Mar 19 1930
and is duly recorded in Book 281 Page No. 352
Edith Kane Recorder.
By Donnell Lawrence Deputy.

Together with all and singular the hereditaments and appurtenances thereunto belong;
TO HAVE AND TO HOLD the above described premises unto the said Peters Trust Company,
its successors and assigns;

IN WITNESS WHEREOF, The said party of the first part has hereunto set his
hand the day and year first above written.

John P. Claassen

Signed, Sealed and Delivered in Presence of)

Merie Skaife)

STATE OF NEBRASKA,)
County of Douglas,) ss.

On this 12th day of June, A. D. 1930, before me, Merie Skaife, a Notary
Public, duly qualified for and residing in said county and state, personally came
the above named John P. Claassen who is personally known to me to be the identical
person described in and whose name is affixed to the foregoing Deed as grantor,
and he severally acknowledged the foregoing instrument to be his voluntary act and
deed for the purposes therein stated.

WITNESS my hand and Official Seal, at Omaha, Nebraska, in said county,
on the date last above mentioned.



Merie Skaife

Notary Public.

Commission Expires
Nov. 8, 1933.

B 34575 Charles H. Brumback

This instrument was filed for record in my office at 8:04 o'clock A. M. June 14th,
1930, and is duly recorded in Book 282, at Page 346.

Edith Kane, Recorder

By Donnell Lawrence, Deputy

----SMR----

No. 215622

RIGHT OF WAY DEED

Know all men by these presents:

That Henry L Spencer of the County of Logan State of Colorado in consid-
eration of the sum of Sixty two and 50/100 (\$62.50) Dollars to him in hand paid
by the County of Logan State of Colorado, does hereby sell, convey and quit claim
to said County of Logan State of Colorado, for road purposes the following des-
cribed premises situated in said Logan County to wit:

All that part of the South part of Section Twenty five (25) Township Eight
(8) North Range Fifty three (53) West, lying and situate South of the North line of
the County road running East and West through said Section Twenty five (25) as said
County road is now used and traveled, together with all the appurtenances thereunto
appertaining.

The intention being to hereby convey to said County of Logan for road pur-
poses that part of said Section Twenty five (25) now occupied by said County road,
as well as that part of said Section lying South of the present line of said County
road.

And the said Henry L Spencer further covenants that he is lawfully seized
of said premises hereby conveyed, and that he has full power and authority to con-
vey the same.

In witness whereof the said Henry L Spencer has hereunto subscribed his

RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, That W. L. STUCK, of the County of Logan and State of Colorado, in consideration of the sum of One Dollar and Other Good and Valuable Considerations in hand paid, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, the following described Real Estate in Logan County, State of Colorado, to-wit:

A tract or parcel of land containing 2.186 acres, more or less in S.W. $\frac{1}{4}$, Section 25, Township 8 N., Range 53 W., of the Sixth Principal Meridian, in Logan County, Colorado and said tract or parcel is more particularly described as follows:

Beginning at a point on the south line of section 25, T. 8 N., R. 53 W., whence the S.W. corner of section 25, T. 8 N., R. 53 W. bears S. 85°17' W. a distance of 653.1 ft.;

- 5 1. Thence N. 85°17' E., along the south line of section 25, T. 8 N., R. 53 W., a distance of 1895.0 ft., more or less, to the east line of the S.W. $\frac{1}{4}$ of section 25, T. 8 N., R. 53 W.;
2. Thence N. 0°30' W. along the east line of said S.W. $\frac{1}{4}$ of section 25, T. 8 N., R. 53 W., a distance of 80.00 ft., more or less, to a point 50.0 ft. northerly, when measured at right angles, from the centerline of the survey;
3. Thence 50.0 ft. northerly from and parallel with the centerline of the project, A. 79°25' W. a distance of 37.9 ft., more or less, to a point of curve;
4. Thence along a curve to the right, with a radius of 5680.0 ft. (the chord of which bears S. 82°22' W. a distance of 586.3 ft.) a distance of 586.9 ft.;
5. Thence 50.0 ft. northerly from and parallel with the centerline of the project, S. 85°20' W. a distance of 1,274.0 ft., more or less, to a point on the west property line of the parcel;
6. Thence S. 0°16' W. along said west property line, a distance of 47.4 ft., more or less, to the point of beginning, excepting herefrom 1.309 acres, more or less, heretofore acquired by the County of Logan for a State Highway, described as follows:

Beginning at a point on the south line of section 25, T. 8 N., R. 53 W., whence the S.W. corner of section 25, T. 8 N., R. 53 W., bears S. 85°17' W. a distance of 653.1 ft.;

1. Thence N. 85°17' E. along the south line of section 25, T. 8 N., R. 53 W., a distance of 1895.0 ft. to the east line of the S.W.¼ of section 25, T. 8 N., R. 53 W.;
2. Thence N. 0°30' W. along said east line, of the S.W.¼ of section 25, T. 8 N., R. 53 W., N. 0°30' W., a distance of 30.0 ft.;
3. Thence 30.0 ft. northerly from and parallel with the south line of section 25, T. 8 N., R. 53 W., S. 85°17' W. a distance of 1894.9 ft., more or less, to the west line of section 25, T. 8 N., R. 53 W.;
4. Thence S. 0°16' E. along the west line of section 25, T. 8 N., R. 53 W., a distance of 30.1 ft., more or less, to the point of beginning.

The above described tract contains 2.186 acres of which 1.309 acres are included in the right of way for the present road.

TO HAVE AND TO HOLD the same unto the said The Board of County Commissioners and its assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this fourth day of April, A. D. 1946.

W. L. Stuck (SEAL)

STATE OF COLORADO)
County of Logan) ss.

On this fourth day of April, A. D. 1946, before me, _____, a Notary Public duly commissioned and qualified for and residing in said County, personally came W. L. Stuck, to me known to be the identical person who is described in and who executed the foregoing conveyance as grantor, and acknowledged this instrument to be his voluntary act and deed.

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



My Commission expires: May 26, 1947.

Ruth M. Harvey
Notary Public.

IN THE WATER COURT IN AND FOR
WATER DIVISION I, STATE OF COLORADO
CASE NO. W-5710

IN THE MATTER OF THE APPLICATION FOR
WATER RIGHTS OF
ROBERT E. O'CONNELL and
CHARLOTTE TOWNE O'CONNELL
IN LOGAN COUNTY

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

THIS CLAIM, having been filed with the Water Clerk, Water
Division I, on June 30, 1972 and the Referee being fully
advised in the premises, does hereby find:

All notices required by law of the filing of this application
have been fulfilled, and the Referee has Jurisdiction of this application.
No statement of opposition to said application has been filed,
and the time for filing such statement has expired.

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

1. The name and address of the claimant:
Robert E. O'Connell and Charlotte Towne O'Connell
P.O. Box 549
Sterling, Colorado 80751
2. The name of the structure:
O'Connell Well No. 1
3. The legal description of the structure:
O'Connell Well No. 1 is located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$
of Section 25, Township 8 North, Range 53 West of the
6th P.M., Logan County, Colorado at a point 85 feet
north and 15 feet east of the SW corner of the SE $\frac{1}{4}$ of
the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 25.
4. The source of water:
Ground Water

5. The date of appropriation:

September 1, 1959

6. The amount of water:

0.11 cubic feet per second

7. The use of the water:

Commercial (water supply for service station)

DATED this 16 day of JULY, 1975.

Roger C. Wilkenloh
ROGER C. WILKENLOH
Water Referee, Division I

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

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

Dated: June 9, 1975

Donald A. Carpenter
JUDGE DONALD A. CARPENTER
Water Judge, Division I

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL IN THE CUSTODY OF
Dated: 6-11-75
Wanda Dittus
WATER REFEREE, DIV I
STATE OF COLORADO

ROBERT E. O'CONNELL and CHARLOTTE TOWNE
O'CONNELL, husband and wife

whose address is P. O. Box 549, Sterling

County of Logan, State of

Colorado, for the consideration of Other
Valuable Consideration and Ten-----
dollars, in hand paid, hereby sell (s) and convey (s) to

O'CONNELL CORPORATION, a Colorado corporation

whose address is, Sterling County of

Logan, and State of Colorado the following real property in the

County of Logan, and State of Colorado, to wit:
The SE1/4SW1/4 except the South 225 feet thereof; the E1/2SW1/4SW1/4 except
the South 225 feet thereof; and the N1/2SW1/4, of Section 25, Township
8 North, Range 53, West of the 6th Principal Meridian; TOGETHER WITH 3
shares of the capital stock of The Farmers Pawnee Canal Company, AND
TOGETHER with all other water and water rights, ditches and ditch rights
appurtenant thereto or used in connection therewith, including, but not
limited to, those accruing by virtue of inclusion of the premises within
the boundaries of the Logan Irrigation District; AND EXCEPTING, SAVING AND
RESERVING, all of the oil, gas and other minerals in and under and that may
be produced from the described premises, together with right of ingress
and egress and use of so much of the surface as may be necessary for the
full enjoyment of the mineral estate herein excepted, saved and reserved;
and subject to that certain deed of trust running in favor of Equitable
Life Assurance Society, a prorata portion of which the grantee herein by
the recording hereof assumes and agrees to pay;

With all its appurtenances, and warrant the title to the same, subject to taxes
for the year 1975, due and payable in 1976, and thereafter; rights and liabilities
that go with inclusion of the premises within the boundaries of The Northern
Colorado Water Conservancy District, The Lower South Platte Water Conservancy
District, The Sterling Rural Fire Protection District, and The Padroni Soil
Conservation District; easements and rights-of-way for roads, ditches and utilities
in existence or evidenced of record; oil and gas leases, if any, evidenced of
record; zoning rules and regulations promulgated by the Board of County Commissioners
of Logan County, Colorado; and restrictions and limitations, if any, contained in
the United States Patents.

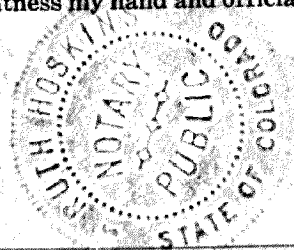
Signed this 30th day of December, 1975.

Robert E. O'Connell
Robert E. O'Connell (husband)
Charlotte Towne O'Connell
Charlotte Towne O'Connell (wife)

STATE OF COLORADO, }
County of LOGAN } ss.

The foregoing instrument was acknowledged before me this 30th
day of December, 1975, by Robert E. O'Connell and Charlotte Towne
O'Connell, husband and wife.

My commission expires March 5, 1977
Witness my hand and official seal.



Ruth Hoskins
Notary Public

State Documentary Fee
Date 12-30-75
None

COPY

THIS DOCUMENT
WAS FILED IN DISTRICT COURT
LOGAN COUNTY, CO
Dec. 29, 1994
DOROTHY E. ALBRANDT, CLERK

DISTRICT COURT, LOGAN COUNTY, COLORADO

Case No. 94 CV 47

DECREE QUIETING TITLE

ROBERT E. O'CONNELL, as Trustee of the ROBERT E. O'CONNELL REVOCABLE TRUST; and CHARLOTTE TOWNE O'CONNELL, as Trustee of the CHARLOTTE TOWNE O'CONNELL REVOCABLE TRUST,

Plaintiffs,

vs.

JAMES R. PATTERSON, a/k/a JAS. R. PATTERSON; and all unknown persons who claim any interest in the subject matter of this action,

Defendants.

THIS MATTER was heard this 29th day of December, 1994.

Based upon the statements of counsel, the pleadings that have been filed in this action, the affidavits attached to those pleadings, the exhibit admitted into evidence, and the testimony of the witness, the COURT FINDS:

THAT service under Rule 4 of the Colorado Rules of Civil Procedure is proper upon all of the defendants in this action;

THAT Robert E. O'Connell, individually and as trustee of the Robert E. O'Connell Revocable Trust, and Charlotte Towne O'Connell, individually and as trustee of the Charlotte Towne O'Connell Revocable Trust, and their predecessors in title, have adversely possessed the following described property (the "Property"):

**The SE/4SW/4 of Section 25, Township 8 North, Range 53 West
of the 6th P.M., Logan County, Colorado;**

for a time in excess of the periods of the statutes of limitation, as provided in Sections 38-41-101 and 38-41-112, Colorado Revised Statutes;

THAT none of the defendants has responded to the Complaint or entered an appearance in this action, and all the defendants are therefore in default;

THAT Mark Earnhart, Attorney at Law, has been heretofore appointed and appeared for any and all defendants who are in, or who may be in, or who may have been ordered to report for induction into, the military service, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

THAT this is an action in rem affecting specific real property;

THAT the Court has jurisdiction of all parties to this action and of the subject matter thereof;

THAT the allegations of the Complaint are true;

THAT every claim made by said defendants is unlawful and without right;

THAT no defendant herein has any right, title, or interest in or to the Property or any part thereof;

THEREFORE:

IT IS ADJUDGED AND DECREED that plaintiffs, at the time of the commencement of this proceeding, were, and are now, the owners in fee simple absolute, with right to possession of the following described property:

1. The SE/4SW/4 of Section 25, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, except the South 225 feet, is owned by the Robert E. O'Connell Revocable Trust; and
2. The South 225 feet of the SE/4SW/4 of Section 25, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, is owned by the Robert E. O'Connell Revocable Trust and the Charlotte Towne O'Connell Revocable Trust.

IT IS FURTHER ADJUDGED AND DECREED that fee simple title in and to the Property be and the same hereby is quieted in the plaintiffs, and that each of the defendants has no right, title, or interest in or to the Property or any part thereof, and that the defendants are forever enjoined from asserting any claim, right, title, or interest in or to the Property or any part thereof.

Dated: December 29, 1994.

APPROVED AS TO FORM
FEE RECEIVED.


Mark Earnhart
Military Attorney

BY THE COURT:


District Judge

15111
DATE: Dec 29, 1994
TO BE A TRUE
COPY OF THE ORIGINAL RECORD
CLERK OF THE DISTRICT COURT
Audrey Brekel
1994

RESOLUTION

No.: 99-50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.

J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Lyle Schumacher (Aye) (Nay)
Lyle Schumacher, Chairman

Roy A. Wheeler (Aye) (Nay)
Roy A. Wheeler

James R. La Force (Aye) (Nay)
James R. La Force

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

Roberta J. Perry by Jennifer Miller
Clerk and Recorder Deputy

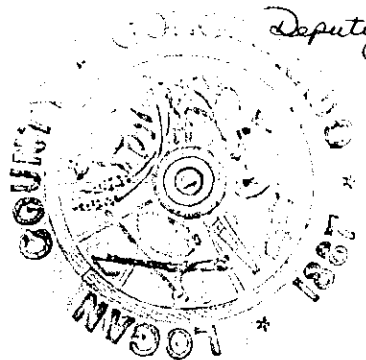




EXHIBIT "A"

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

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

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

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

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

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

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

Real Estate Transfer Disclosure.

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

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

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNTY RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGHT TO FARM RESOLUTION NO. _____.

SELLER'S INFORMATION

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

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

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

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

Seller _____
Seller _____

Date _____
Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT

Buyer _____
Buyer _____

Date _____
Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

EXHIBIT "B"

APPENDIX

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

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

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

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

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

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EXHIBIT "C"

DISPUTE RESOLUTION PROCEDURES
and
REAL ESTATE TRANSFER DISCLOSURE

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

Resolution of Disputes and Procedure for Complaints and Investigation

A. Nuisances which affect public health.

(1) **Complaints.** A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.

(2) **Investigations.** The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.

(3) **Declaration of Nuisance.** If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.

B. Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.

C. Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

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637374 09/22/1999 11:10A B925 P430 RES
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1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.

(b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.

2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:

(a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;

(b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.

(c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.

(d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.

(e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.



**RESOLUTION
NO. 2005-29
Subdivision Exemption**

WHEREAS, Charlotte O'Connell has Petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described property:

IN RE: A 6.93-acre parcel from 123-acres on property legally described as the SW¹/₄ of section 25, except the E¹/₂SW¹/₄SW¹/₄ and a 9.77-acre parcel in the S¹/₂SW¹/₄, all in Township 8 North, Range 53 West of the 6th Principal Meridian. Logan County, Colorado, and being more particularly described on the Official Subdivision Exemption Plat No. 2005-10.

from the definition of "Subdivision" or "Subdivided Land" and that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972.

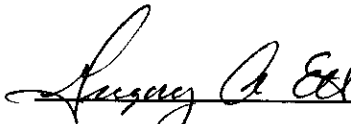
NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of "Subdivision" or "Subdivided Land" as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

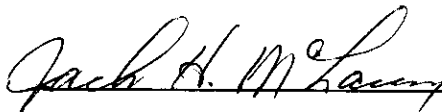
DONE on Tuesday, this 2nd day of August, 2005.

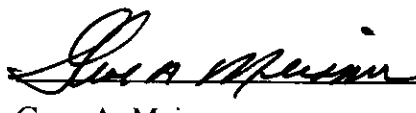
COMMISSIONERS

LOGAN COUNTY BOARD OF

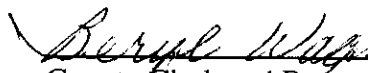
LOGAN COUNTY, COLORADO

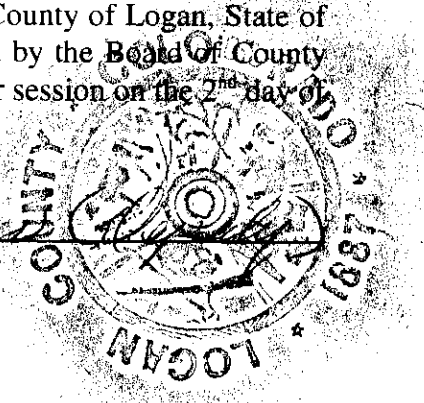
 (Aye)(Nay)
Gregory A. Etl, Chairman

 (Aye)(Nay)
Jack H. McLavey

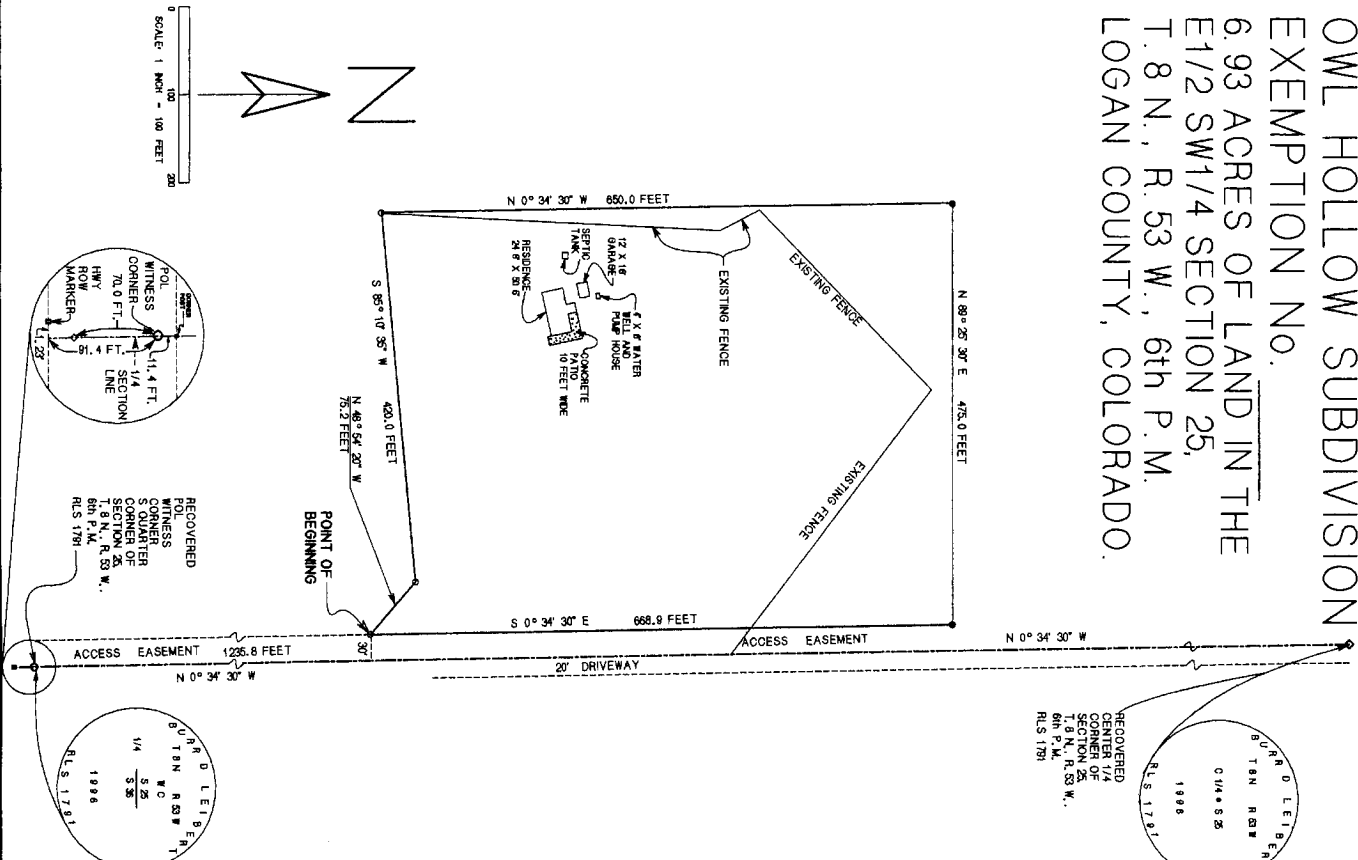
 (Aye)(Nay)
Gene A. Meisner

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 2nd day of August, 2005.


County Clerk and Recorder



OWL HOLLOW SUBDIVISION EXEMPTION No. _____ 6.93 ACRES OF LAND IN THE E1/2 SW1/4 SECTION 25, T. 8 N., R. 53 W., 6th P.M., LOGAN COUNTY, COLORADO.



RECOVERED CORNER OF SECTION 25, T. 8 N., R. 53 W., 6th P.M., RLS 1781

BURN D LEIBER
CIVIL ENGINEER
1998
R.L.S. 1781

RECOVERED POLY WITNESS CORNER OF SECTION 25, T. 8 N., R. 53 W., 6th P.M., RLS 1781

11.4 FT
70.0 FT - 1/4 SECTION LINE
HWY ROW MARKER
R.L.S. 1781

State of Colorado
County of Logan
The foregoing instrument was acknowledged before me this 17th day of August, 2005
Witness my hand and official seal.
Notary Richard B. O'Connell
My Commission Expires 9/14/2007

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THIS IS AN ACCURATE PLAT OF A LAND SURVEY I DID IN MAY 2005 FOR THE CHARLOTTE TOWNE O'CONNELL REVOCABLE TRUST, RICHARD B. O'CONNELL, AND BARBARA O'CONNELL MONUMENTING THE CORNERS OF 6.93 ACRES IN SECTION 25, T. 8 N., R. 53 W., 6th P.M., LOGAN COUNTY, COLORADO. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF COLORADO, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25, THENCE S 89° 25' 30" W. 420.0 FEET TO THE POINT OF BEGINNING; THENCE S 89° 25' 30" W. 75.2 FEET; THENCE S 89° 10' 35" W. 420.0 FEET; THENCE N 89° 25' 30" E. 668.9 FEET; THENCE S 0° 34' 30" E. 668.9 FEET MORE OR LESS TO THE POINT OF BEGINNING.

A TITLE SEARCH WAS NOT REQUESTED OR CONDUCTED BY ME FOR THIS OR ANY OTHER PURPOSE. THE RECORD OF RECORD WHICH A TITLE SEARCH COULD REVEAL MAY NOT HAVE BEEN CONSIDERED IN MAKING THIS SURVEY. SOME RECORDED AND/OR NON RECORDED EASEMENTS MAY NOT APPEAR ON THIS PLAT. THIS SURVEY IS VALID ONLY IF THE PRINT HAS THE ORIGINAL GRIMP TYPE SEAL WITH THE SIGNATURE AND DATE OF THE SIGNATURE PLACED OVER THE SEAL.

Richard W. Jeffries
Richard W. Jeffries
1782 G.H. 32 ROUTE 2
STERLING, COLORADO
PROFESSIONAL ENGINEER
AND PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NUMBER 3983

NOTE: LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM POLICY. RESOLUTION NO. 04-01-0011 HAS BEEN PASSED AND IS ON FILE WITH THE CLERK OF LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

• 3/8 INCH REINFORCING RODS 30 INCHES LONG EACH WITH A METAL CAP STAMPED JEFFRIES LS 3983 WERE DRIVEN INTO THE GROUND AS PROPERTY CORNER MARKERS.

THE BEARINGS USED ON THIS PLAT AND IN THE PROPERTY DESCRIPTION WERE CALCULATED USING N 0° 34' 30" W AS THE BEARING OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, T. 8 N., R. 53 W., OF THE SIXTH P.M., LOGAN COUNTY, COLORADO.

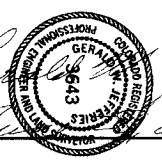
PROPERTY OWNERS CERTIFICATE
We, Charlotte Towne O'Connell Revocable Trust, Richard B. O'Connell and Barbara O'Connell, being the sole owners in fee of the above described property do hereby give the same as shown on the attached plat
Charlotte Towne O'Connell
Richard B. O'Connell
Barbara O'Connell

The foregoing certification was acknowledged before me this 17th day of August, A.D. 2005
My commission expires 9/14/2007
Notary Public: Richard B. O'Connell
Witness my Hand and Seal
RICHARD B. O'CONNELL
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 09/14/2007

PLANNING COMMISSION
DATE APPROVED 8/17/05
CHAIRPERSON PLANNING COMMISSION
BOARD OF COMMISSIONERS CERTIFICATE
THIS SUBDIVISION EXEMPTION IS APPROVED AND THE PLAT ACCEPTED FOR RECORDING
CHAIRPERSON BOARD OF COUNTY COMMISSIONERS
ATTEST:
COUNTY CLERK AND RECORDER Christa J. DeLong
BY Christa J. DeLong DATED August 19, 2005



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Lynette D. Galloway-Notary Public
Fresport Born, Armstrong County
My Commission Expires Aug. 20, 2009
Member, Pennsylvania Association of Notaries



Easement

This Easement is made and entered into this 20 day of January, 2012, by and between Owl Hollow, LLC, a Colorado limited liability company, whose address is c/o Richard Brian O'Connell, 115 Hillside Drive, Sterling, Colorado 80751, referred to as Grantor; and Doris L. Monahan, whose address is P.O. Box 1231, Sterling, Colorado 8075, and Robert W. Patten and Paula Von Arx Patten, whose address is 13306 County Road 35-5/10, Sterling, Colorado 80751, collectively referred to as Grantees.

Recitals:

A. Grantor owns the following-described real property situate in the County of Logan and State of Colorado, to-wit:

Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado:
Section 25: SW1/4

B. Grantee, Doris L. Monahan, owns the following-described real property situate in the County of Logan and State of Colorado, to-wit:

That part of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 25, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, described as follows:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence easterly along the North line of said Northwest Quarter of the Southeast Quarter a distance of 21.0 feet to the true point of beginning; thence continuing along the last described course a distance of 350.0 feet; thence at an angle to the right of 92°27'50" from the last described course a distance of 1338.8 feet; thence at an angle to the right of 87°08'30" from the last described course a distance of 350.0 feet; thence at an angle to the right of 92°51'15" from the last described course a distance of 1341.25 feet to the point of beginning, containing 10.755 acres, more or less.

C. Grantees, Robert W. Patten and Paula Von Arx Patten, own the following-described real property situate in the County of Logan and State of Colorado, to-wit:

Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado:
Section 25: That part of the N1/2SE1/4 lying North and West of the Springdale Irrigation Company Ditch; EXCEPT a tract of land more fully described in deed recorded in Book 662 at Page 341, Logan County, Colorado records; together with a road right-of-way 50 feet wide across the South 50 feet of the N1/2SE1/4 of Said Section 25 extending from the West line of said N1/2SE1/4 to the East line of the N1/2SE1/4 of said Section 25;

Together with all interest in an irrigation well located at a point which is 22 feet East and 523 feet South of a point on the North line of the N1/2SE1/4 of said Section 25 which said point is 21 feet Easterly of the Northwest corner of the N1/2SE1/4 of said Section 25, together with an easement for ingress and egress to use, operate, maintain, repair, and replace said well and to transport the water therefrom to the property hereby conveyed;

Together with all appurtenant water and ditch rights, including 2.8 shares of the capital stock of the Farmer's Pawnee Canal Company

D. Grantees desire to secure an easement for access to Grantees' property over, upon and across a portion of the lands owned by Grantor.

In consideration of the mutual grants, provisions and conditions set forth below, the parties agree as follows:

1. All of the recitals are agreed as if set forth in their entirety here.
2. Grant of Easement. Grantor grants, assigns and conveys to Grantees, their heirs, successors, assigns, personal representatives, guests and invitees a 30-foot access easement in the Southwest Quarter (SW1/4) of Section 25, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, described as follows:
The East 30 feet of the South 1600.00 feet of the said SW1/4 of Section 25, subject to the right-of-way of State Highway 14.
3. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
4. Hold Harmless. Grantees agree to hold Grantor harmless from any and all damage arising from their use of the easement granted.
5. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.
6. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantees provides written, recordable notice of their intent to terminate this Agreement, in which event this Agreement and all obligations of Grantees hereunder shall terminate upon Grantees' recordation of any such notice.
7. Maintenance. Grantees, for themselves, their heirs, successors and assigns, covenant with Grantor, its heirs, successors and assigns, that Grantees, from time to time, at all times hereafter, at their own cost and expense, will repair and maintain, in a proper, substantial and workmanlike manner, the above-described easement. Grantor shall have no obligation relating to repair of the easement.
8. Grantor's Use Not Limited. Grantor shall have full use and enjoyment of the property described herein, subject only to the rights granted to Grantees by this document.
9. Non-Disturbance. During the term of this Agreement, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon Grantor's Property if such improvement or interest would interfere with Grantees' use of the Easement.
10. No Waiver. The failure of any party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving

any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Successors and Assigns. This Agreement will be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns.

12. Modification or Severance. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision will be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement will continue in full force and effect.

13. Attorney's Fees and Costs for Enforcement. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums which either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

14. Right to Counsel. The parties acknowledge that they have every right to consult a licensed attorney, and have done so to the extent of their desires.

15. No Construction for or Against. No provision of this Agreement shall be deemed not enforceable as a result of that party's attorney drafting the provision.

16. Entire Agreement. This instrument is the entire Agreement between the parties. Oral changes will have no effect. This Agreement may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

17. Effective Date. This Agreement shall be effective as of the date of execution of this Agreement by the last signatory.

18. Applicable Law. The terms of this Agreement shall be interpreted in accordance with the laws of the State of Colorado.

Owl Hollow, LLC, a Colorado
limited liability company

By: Richard Brian O'Connell
Richard Brian O'Connell, Member/Manager

Doris L. Monahan
Doris L. Monahan

Robert W. Patten
Robert W. Patten

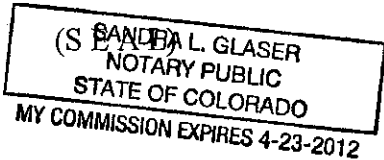
Paula Von Arx Patten
Paula Von Arx Patten

State of Colorado)
County of Logan) ss.

The foregoing instrument was acknowledged before this 18th day of January, 2012 by Owl Hollow, LLC, a Colorado limited liability company, by Richard Brian O'Connell, its Member/Manager.

Witness my hand and seal.

My Commission expires: 4-23-2012



Sandra L. Glaser
Notary Public

State of Colorado)
County of Logan) ss.

The foregoing instrument was acknowledged before this 20 day of January, 2012 by Doris L. Monahan.

Witness my hand and seal.

My Commission expires: 4.7.14



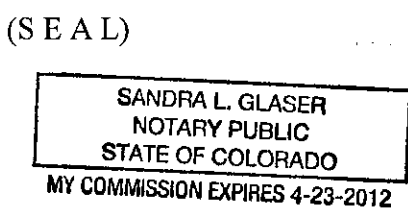
Kelli Ferkovich
Notary Public

State of Colorado)
County of Logan) ss.

The foregoing instrument was acknowledged before this 18th day of January, 2012 by Robert W. Patten and Paula Von Arx Patten.

Witness my hand and seal.

My Commission expires: 4-23-2012



Sandra L. Glaser
Notary Public

Name: Tallgrass
Address:
Row Permit # 2015-30

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 28th day of July, 2015, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Interstate Gas Transmission, LLC the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): County Road 35.5 between the SE/4 and the SW/4 Section 25 T8N-R53W; and

WHEREAS, Applicant desires to remove a 1" natural gas pipeline and unused tap, which are located along, under or across County Road 35.5, to benefit the above described premises; and

WHEREAS, the County is willing to allow such construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

X Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

X Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

X Applicant shall have the right to remove said 1" pipeline and unused tap, described above, in the right of way of County Road 35.5 between the SE/4 and the SW/4 of Section 25 T8N-R53W, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

X All work authorized by this Agreement shall be completed no later than 11-1-15.

X It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.

X All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

X The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

X Applicant hereby releases the County from any liability for damages caused by said 1" pipeline and unused tap removal, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from

TALLGRASS
ROW # 2015-30
July 2015
CR 35.5 just N of Hwy 14

Name: Tallgrass
Address:
Row Permit # 2015-30

and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

X No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

X This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

X Other Provisions: _____

Owner #1 See attached Printed name _____
Signature _____

Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Tallgrass Interstate Gas Transmission, LLC
By: Robin A. Carlsen
Robin A. Carlsen - Agent

Address: Attn: Tom Tripp
370 Van Gordon Street
Lakewood, CO 80228
303-763-3334

Application Fee Paid \$200.00

Date 7-15-15

✓ # 14693
Receipt # 176735

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Rocky L. Samber
Rocky L. Samber (Aye) (Nay)

Gene A. Meisner
Gene A. Meisner (Aye) (Nay)

David G. Donaldson
David G. Donaldson (Aye) (Nay)

TALLGRASS
ROW # 2015-30
July 2015
CR 35.5 just N of Hwy 14

Rev. 5/2014

OWNER/TENANT CONSENT

Each of the undersigned acknowledges, by signature (s) hereon, to be the owner (s) and/or tenant (s) of the following described real property located in Logan County, State of Colorado, to wit:

TOWNSHIP 7 NORTH - RANGE 53 WEST, 6th P.M.
Section 25: A 250' wide strip lying adjacent to Hwy 14 in the SE/4SW/4

Each of the undersigned hereby consents to the exercise by Tallgrass Interstate Gas Transmission, LLC (TIGT), its successors and assigns, of the certain Petition (Eminent Domain) between Natural Gas Producers, Inc., Petitioner and Carrie Stuck et al, Respondents, dated April 1953 on the above, described property, provided, however, that the payments for right-of-way and damages to crops or other property on said lands, if any, accruing from the exercise of the rights therein granted, shall be paid as described hereafter. Unless otherwise stated in the space below, it is agreed that all right-of-way and damage compensation payments may be paid directly to the owner(s), and if so, it will be the responsibility of the owner(s) to compensate the tenant(s) as their several interests require.

PAYMENTS DUE, IF ANY, SHOULD BE MADE AS FOLLOWS:

	Right-of-Way	Damages
Owner(s) Share	N/A	100 %
Tenant(s) Share	N/A	

The parties agree that this consent shall in no way act as a waiver of any conditions, obligations or rights of any prior agreement or grant, and any rights of such former agreement or grant are deemed to be in full force and effect.

This consent is to advise of the proposed construction as follows: Removal of a 1" lateral and caused farm tap on the above described lands.

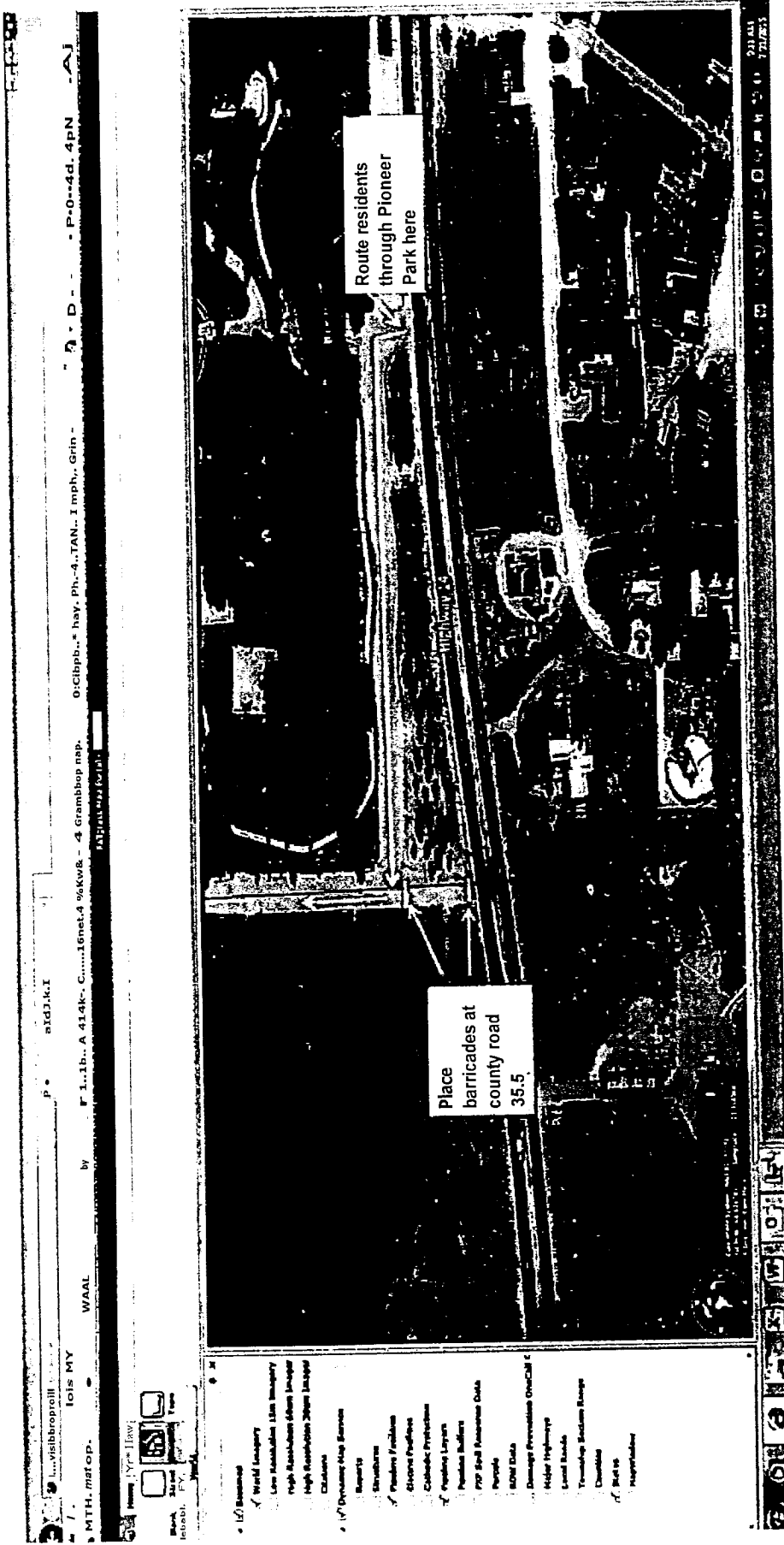
TIGT agrees to pay for all damages resulting from construction.
 TIGT agrees to reseed all pasturelands disturbed by construction or to pay owner/tenant to reseed (if applicable).
 All work will be performed under the terms and conditions set out in the above referenced agreement.

TENANT:
 x N/A
 x N/A
 Date: N/A
 Tax# N/A

OWNER: Owl Hollow, LLC
 By Richard B. O'Connell
 Richard B. O'Connell
 Title Managing Member
 Date: July 23, 2015
 Tax# sec W-9

Tallgrass AFB# 70015-3670-999999, CO-002895

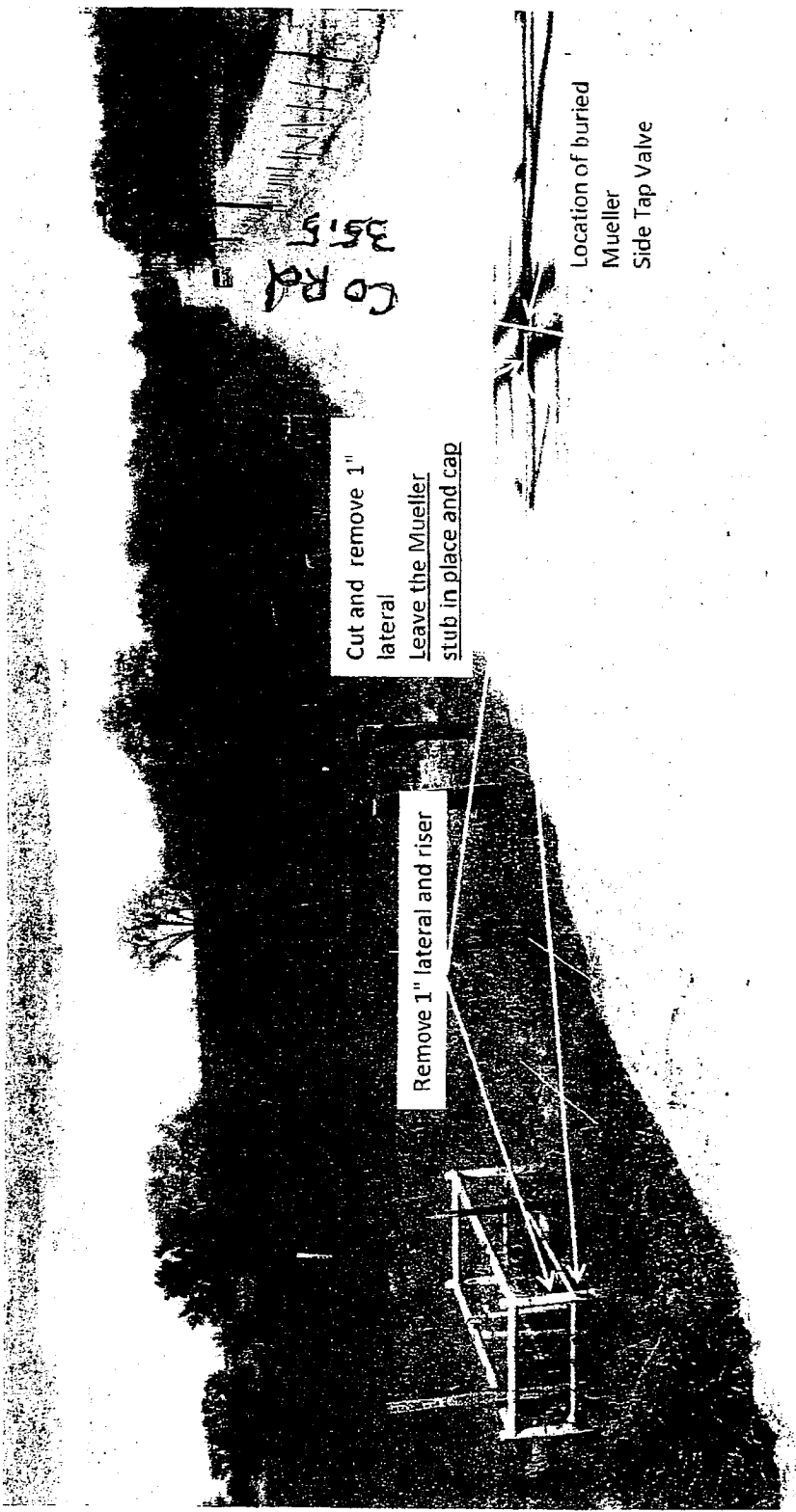
TALLGRASS
 ROW # 2015-30
 July 2015
 CR 35.5 just N of Hwy 14



TALLGRASS
 ROW #2015-30
 July 2015
 CR 35.5 iust N of Hwy 14



P-53w



Cut and remove 1" lateral
Leave the Mueller stub in place and cap

Remove 1" lateral and riser

Location of buried Mueller Side Tap Valve

182

4" Line Segment
740-004-00-00

05/28/2015 10:57

← HWY 14 →

TALLGRASS
ROW # 2015-30
July 2015
CR 35.5 iust N of Hwy 14

BIDDER APPROVAL REQUEST

Date: _____

I _____, request approval to bid on Owl Hollow, LLC Land and Water Auction and participate in Online Bidding during the Live Auction to sell this property. In order to bid and participate in the Online Bidding, I agree and acknowledge the following:

1. I have read the Owl Hollow, LLC Land and Water Auction Due Diligence Packet, Printed March 20, 2023, and agree to the terms and conditions of the Auction.
2. The auction will be held March 28, 2023.
3. With the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the contract as shown within the above stated detail brochure and deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
4. With this request I have provided Reck Agri Realty & Auction the following: 1.) Verification of available funds to purchase the property; and/or 2.) Bank loan approval letter with no contingencies.
5. Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
6. Will you be using a 1031 Exchange? _____

Signature:
