

**DUE DILIGENCE PACKET
LOGAN COUNTY WATER
CONSERVANCY DISTRICT
LAND AUCTION
April 25, 2023
PRINTED: April 14, 2023**

LOGAN COUNTY WATER CONSERVANCY DISTRICT LAND AUCTION

Logan County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with NO RESERVE

ON

Tuesday, April 25, 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.

OVERVIEW: The Logan County Water Conservancy District is selling 1,701.5± acres via Live Auction on April 25, 2023 at the Reck Agri Auction Center in Sterling, CO. This property consists of 4 parcels - 2 scenic and productive grass tracts, 1 South Platte River bottom land tract with recreation & home site potential, and 1 rural acreage tract with home.

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

AUCTION PROCEDURE: The "Logan County Water Conservancy District Land Auction" is a land auction with no reserve. Competitive bids will determine outcome of auction and the Seller to enter into a contract to purchase with the highest bidder(s). Property to be offered in 4 Parcels. The parcels will be offered in the sale order as stated within the brochure. There will be 3 rounds of bidding with the 3rd round being the final round. 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.

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) for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price for Parcels #1 - #3 and 5% of the purchase price for Parcel #4 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 contract. Sample contract is 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 26, 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 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 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 pasture upon closing. Possession of improvements subject to existing 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: Buyer(s) shall receive whatever interest, if any, Seller has in any water rights appurtenant to the property.

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.

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

NOXIOUS WEEDS: There may be areas infested by noxious weeds. 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 the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate 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 "The Logan County Water Conservancy District Land 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.

COPYRIGHT NOTICE: Photographs, videos, Color Brochure & Due Diligence Packets are property of Reck Agri Realty & Auction and cannot be reproduced without permission.

Auction Bracket & Sale Order

PARCEL #1

PARCEL #2

PARCEL #3

PARCEL #4

SALE ORDER

PARCEL #1

PARCEL #2

PARCEL #3

PARCEL #4

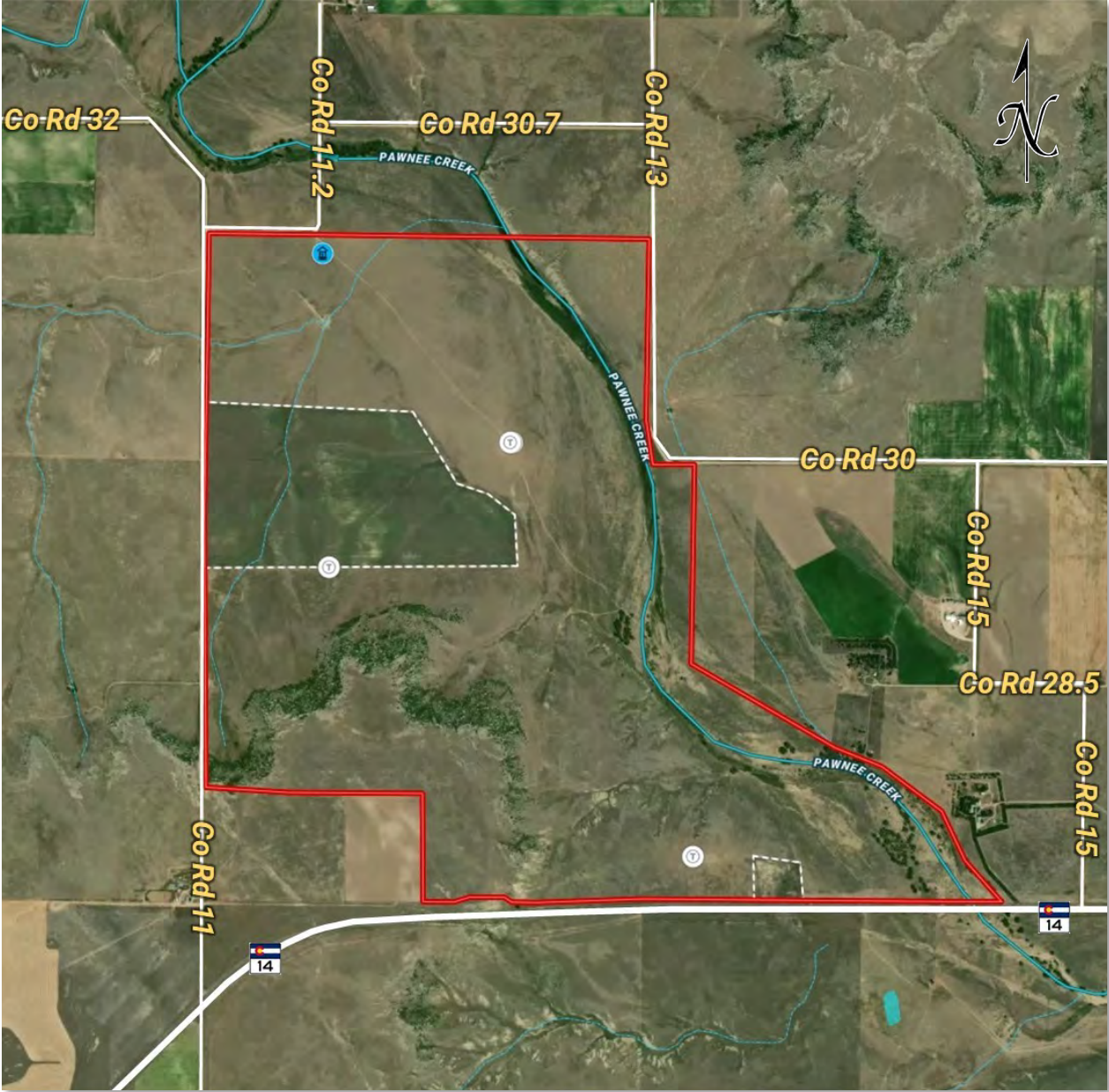
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Location Map



**Parcel
#1**

Parcel Map



Parcel Information



**Parcel
#1**

Legal Description:

Sec 24 S1/2; Sec 25 N1/2, SE1/4 & N1/2SW1/4 except a tract, Township 8 North, Range 55 West and parts of Section 30, Township 8 North, Range 54 West of the 6th PM, Logan County, CO.

See Pages 59-70 for legal description and title commitment. See separate document for title exceptions.

Acreage:

1,085.9± Ac Pasture

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$761.70

Livestock Water & Equipment:

Livestock Well Permit #315994. Three tanks via pipeline. See Pages 14 for copy of well permit and original well log. 2± mi of Pawnee Creek with 5± spring fed ponds.

Comments:

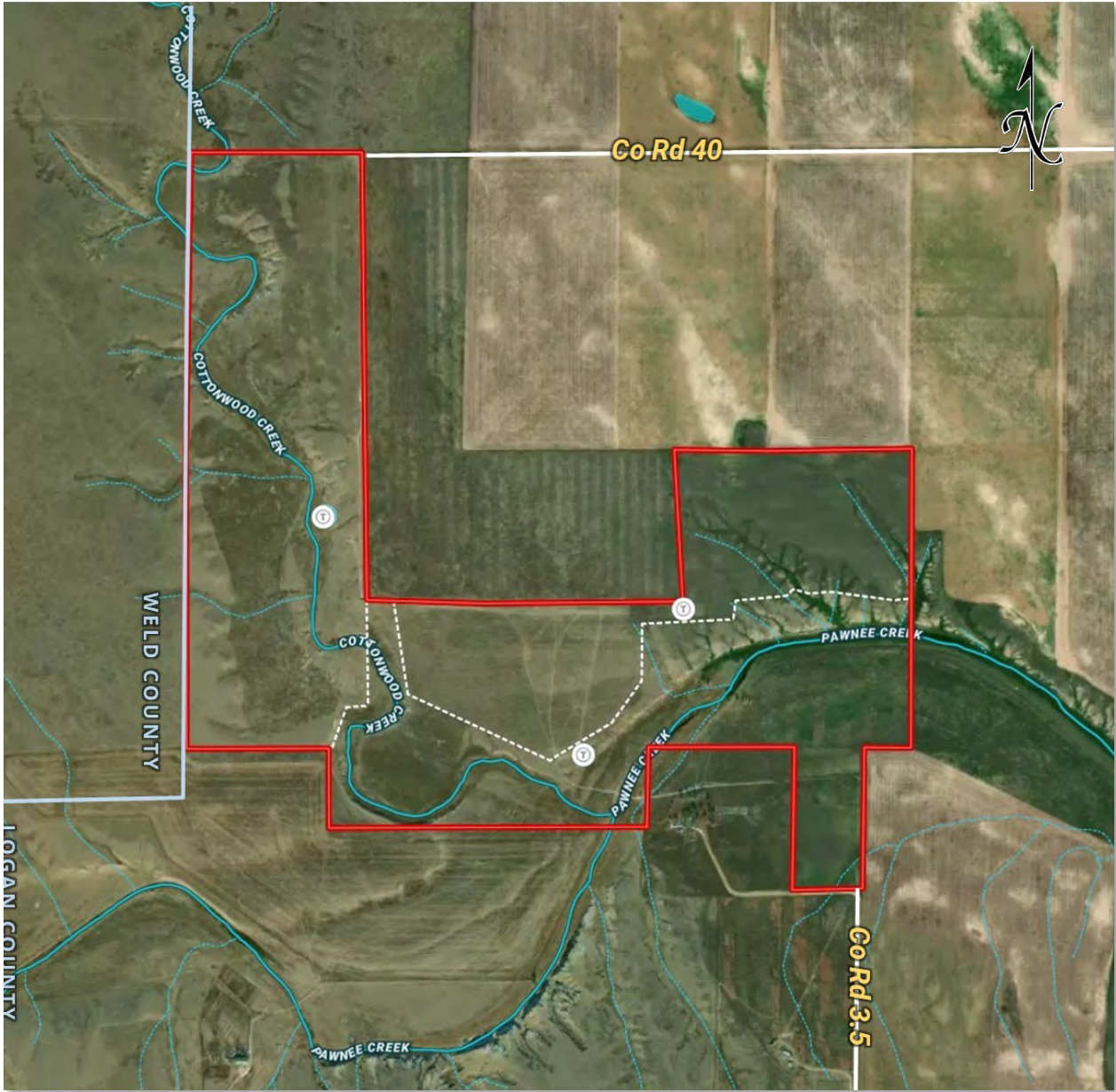
Perimeter Fence (85% new). No grazing in 2022. See Page 90 for flood plain map.

Bid Price:



**Parcel
#2**

Parcel Map



Parcel Information

**Parcel
#2**

Legal Description:

Parts of Sections 5 & 6, Township 8 North, Range 55 West; Parts of Sections 31 & 32, Township 9 North, Range 55 West of the 6th PM, Logan County, CO.

See Pages 71-75 for legal description and title commitment. See separate document for title exceptions.

Acreage:

477.0± Ac Pasture

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$430.10.

Irrigation Water & Equipment:

Livestock Well Permit #198404. 3 tanks via pipeline. See Pages 15-21 for copy of well permit and original well log. 4± spring fed ponds.

Comments:

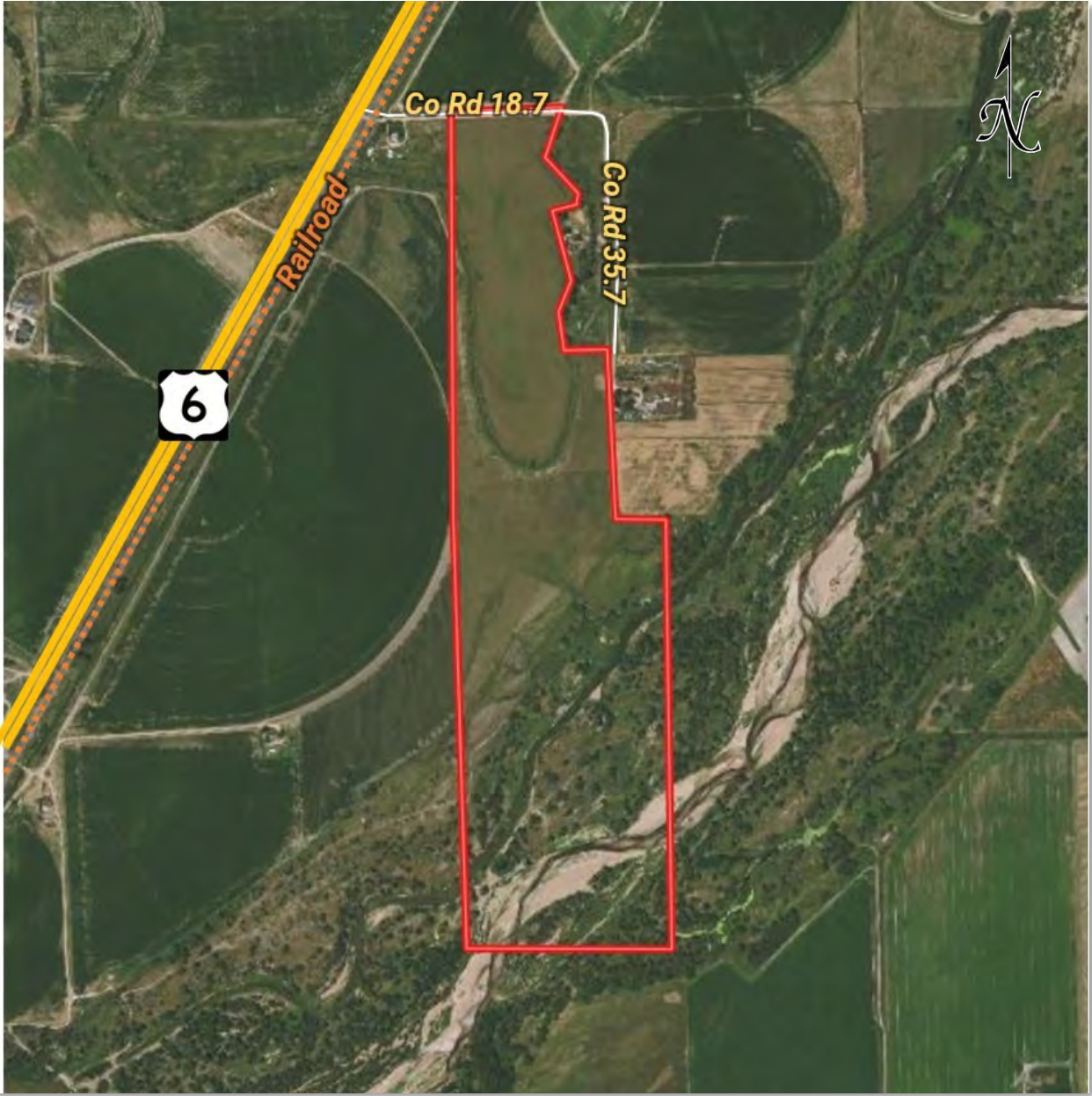
New perimeter fence. Cross fenced into 3 pastures. No grazing in 2022. See Page 94 for copy of survey plat. See Page 91 for flood plain map.

Bid Price:



**Parcel
#3**

Parcel Map



Parcel Information



Legal Description:

Parts of Sections 24 & 25, Township 7 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 76-84 for legal description and title commitment. See separate document for title exceptions.

Acreage:

70.0± Ac River Bottom

63.0± Ac Retired Farmland w/ grass cover

133.0± TOTAL

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$1,041.27

Comments:

River bottom has .25 miles on both sides; .5± miles of Sterling #1 Inlet. Grass cover has .5 miles of Pawnee Creek. New perimeter fence with no fence on south property line. Deer, turkey, waterfowl, and upland bird hunting. South Platte River runs through property for .25± miles with frontage on both sides. See Page 92 for flood plain map.

Bid Price:



**Parcel
#4**

Parcel Map



Parcel Information



**Parcel
#4**

Legal Description:

SE1/4NW1/4 (east of railroad) of Section 24; Township 7 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 85-88 for legal description and title commitment. See separate document for title exceptions.

Address:

17622 County Road 18.7, Atwood, CO 80722

Acreage:

5.6± Ac Rural Acreage

Taxes:

Estimated 2022 real estate taxes payable in 2023 are: \$1,427.90

Water:


Well Permit #23906. See Pages 22-24 for copy of Well Permit.

Comments:

740± sq ft home, 1 bed, 1 bath home with basement, deck & outbuildings. Septic, mature windbreak. See Pages 48-57 for Seller's Property Disclosure and Lead-Based Paint Disclosure. See Page 92 for flood plain map. See Page 94 for parcel sketch.

Bid Price:



Form No. GWS-32 10/2016	PUMP INSTALLATION AND PRODUCTION EQUIP State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80202 www.water.state.co.us and dwrpermitsonline@state.co.us	 Parcel #1	Well Permit #315994-A	
1. Well Permit Number: 315994-A Receipt Number: 3695757B				
2. Owner's Well Designation: LIVESTOCK				
3. Well Owner Name: LOGAN COUNTY WATER CONSERVANCY DISTRICT				
4. Well Location Street Address:				
5. GPS Well Location: <input type="checkbox"/> Zone 12 <input checked="" type="checkbox"/> Zone 13 Easting: 628389 Northing: 4500544 County: LOGAN				
6. Legal Well Location: <u>SW</u> 1/4, <u>SE</u> 1/4, Sec. <u>24</u> Twp. <u>8</u> <input checked="" type="checkbox"/> N or S <input type="checkbox"/> , Range <u>55</u> <input type="checkbox"/> E or W <input checked="" type="checkbox"/>				
Distances from Section Lines: _____ ft. from <input type="checkbox"/> N or S <input type="checkbox"/> sec. line, and _____ ft. from <input type="checkbox"/> E or W <input type="checkbox"/> sec. line Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____				
7. Check Installation Type: <input checked="" type="checkbox"/> Initial Pump Installation <input type="checkbox"/> Replacement Pump <input type="checkbox"/> Change in Depth Only <input type="checkbox"/> Repair				
8. Pump Data: Type: <u>SUBMERSIBLE</u> Date Installed(mm/dd/yyyy): <u>06/03/2020</u> Pump Manufacturer: <u>GRUNDFOS</u> Pump Model No. <u>10SQE07-200</u> Design GPM: <u>10</u> at RPM <u>3600</u> HP <u>3/4</u> Volts <u>230</u> Full Load Amps <u>6.2</u> Pump Intake Depth: <u>45</u> Feet, Drop/Column Pipe Size Inches, <u>1.25</u> Kind of Drop Pipe <u>PVC</u> Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: <input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head: _____ feet Number of Stages: _____ Shaft size: _____ inches				
9. Other Equipment: Airline Installed: <input type="checkbox"/> Yes <input type="checkbox"/> No, Orifice Depth ft. _____ Monitor Tube Installed: <input type="checkbox"/> Yes <input type="checkbox"/> No, Depth ft. _____ Flow Meter Mfg. _____ Meter Serial No. _____ Meter Readout: <input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet Beginning Reading: _____				
10. Cistern Information: Material: _____ Capacity: _____ gallons Date Installed: _____				
11. Production Equipment Test Data: <input type="checkbox"/> check box if data is submitted on Form Number GWS-39 Well Yield Test Report. Date: _____ Total Well Depth: <u>40</u> ft. Time: _____ Static Level: <u>21'</u> ft. Rate (gpm): <u>10</u> Date Measured: <u>06/03/2020</u> Pumping Level (ft): <u>36'</u>				
12. Disinfection: Type: <u>CHLORINE</u> Amt. Used: <u>2 CUP</u>				
13. Notification: Was Advanced Notification Required Prior to Installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Date Notification Given: _____				
14. Water Quality analysis available: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please submit with this report.				
15. Remarks: 				
16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.				
Company Name: M&S DRILLING, INC.		Email: msdrillinc@gmail.com	Phone w/area code: (308) 879-4224	License Number: 1386
Mailing Address: PO BOX 217 POTTER, NE 69156				
Sign (or enter name if filing online) MARK A. MONHEISER		Print Name and Title MARK A. MONHEISER, PRESIDENT	Date: 09/09/2020	



1. WELL PERMIT NUMBER 198404

SEP 20 1999

2. OWNER NAME(S) Rodney M. Snyder
Mailing Address 3565 Wadsworth
City, St. Zip Boise Id. 83701
Phone ()

WATER RESOURCES
STATE ENGINEER
COLO

3. WELL LOCATION AS DRILLED: NW 1/4 SW 1/4, Sec. 31 Twp. 9 N, Range 55 W
DISTANCES FROM SEC. LINES:
2800 ft. from North Sec. line. and 1100 ft. from West Sec. line.
(north or south) (east or west)
SUBDIVISION: _____ LOT _____ BLOCK _____ FILING(UNIT) _____
STREET ADDRESS AT WELL LOCATION: _____

4. PUMP DATA: Type Submersible Installation Completed 8-23-1999
Pump Manufacturer Gould Pump Model No. 10 G 520
Design GPM 12 at RPM 3600 HP 2 HP Volts 230 Full Load Amps 13.2
Pump Intake Depth 462 Feet, Drop/Column Pipe Size 1 1/4" inches, Kind Galv Steel

ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:

TURBINE DRIVER TYPE: Electric Engine Other _____
Design Head _____ feet, Number of Stages _____, Shaft size _____ inches.

5. OTHER EQUIPMENT:
Airline Installed Yes No, Orifice Depth ft. _____, Monitor Tube Installed Yes No, Depth ft. _____
Flow Meter Mfg. _____ Meter Serial No. _____
Meter Readout Gallons, Thousand Gallons, Acre feet, Beginning Reading _____

6. TEST DATA: Check box if Test data is submitted on Supplemental Form.
Total Well Depth 530 Date 8-20-1999
Static Level 262 Time _____
Date Measured 8-23-1999 Rate (GPM) 12
Pumping Lvl. 394

7. DISINFECTION: Type Clorox Bleach 5% Amt. Used 4 gal.

8. Water Quality analysis available. Yes No

9. Remarks _____

10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR Kugler Sales & Service Phone (970) 437-5460 Lic. No. 606
Mailing Address _____

Name/Title (Please type or print) Dean L. Kugler Signature Dean L. Kugler Date 9-13-1999

1. WELL PERMIT NUMBER 198404

2. OWNER NAME(S) Rodney M. Snyder
 Mailing Address 3565 Wadsworth
 City, St. Zip Boise ID. 83701
 Phone ()

SEP 20 1999

WATER RESOURCES STATE ENGINEER (CAE)

3. WELL LOCATION AS DRILLED: NW 1/4 SW 1/4, Sec. 31 Twp. 9 N, Range 65 W
 DISTANCES FROM SEC. LINES:
2800 ft. from North Sec. line. and 1100 ft. from West Sec. line. OR
(north or south) (east or west)
 SUBDIVISION: _____ LOT _____ BLOCK _____ FILING(UNIT) _____
 STREET ADDRESS AT WELL LOCATION: _____

4. GROUND SURFACE ELEVATION 4306 ft. DRILLING METHOD Rotary
 DATE COMPLETED 8-20-99 TOTAL DEPTH 530 ft. DEPTH COMPLETED 530 ft.

5. GEOLOGIC LOG:

Depth	Description of Material (Type, Size, Color, Water Location)
0-3	top soil
3-29	gray clay
29-61	Rock gray
61-129	Shale
129-134	Rock gray
134-251	Shale
251-259	Rock gray
259-330	shale
330-334	Rock gray
334-394	shale
394-401	Rock layers
401-461	shale
461-486	Sand-shale layers
486-499	broken layers of rock
499-530	shale

REMARKS: _____

6. HOLE DIAM. (in.) From (ft) To (ft)

Hole Diam. (in.)	From (ft)	To (ft)
12 1/4"	0	23
7 7/8"	23	530

7. PLAIN CASING

OD (In)	Kind	Wall Size	From(ft)	To(ft)
8 5/8	Steel	.250	±1	22
5 1/2	PVC	.327	5	425
5 1/2	PVC	.327	510	530

PERF. CASING: Screen Slot Size: 5/16 PVC .327 425 510

8. FILTER RACK:
 Material strawel
 Size 8-12
 Interval 402-525

9. PACKER PLACEMENT:
 Type _____
 Depth _____

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
Cement	520 gal	14.1	400-525	trim pipe

11. DISINFECTION: Type Chlorine Bleach 5% Amt. Used 4- gal.

12. WELL TEST DATA: Check box if Test Data is submitted on Supplemental Form.

TESTING METHOD
 Static Level 262 ft. Date/Time measured 8-20-1999 Production Rate 12 gpm.
 Pumping level 394 ft. Date/Time measured 8-20-1999 Test length (hrs.) 8 hrs
 Remarks _____

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR Dean Kugler Phone (970) 437-5460 Lic. No. 606
 Mailing Address _____

Name/Title (Please type or print) <u>Dean Kugler</u>	Signature <u>Dean Kugler</u>	Date <u>9-13-1999</u>
---------------------------------------------------------	---------------------------------	--------------------------

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

WELL PERMIT NUMBER	<u>198404</u>
DIV. 1	CNTY. 38
WD 64	DES. BASIN MD

APPLICANT

RODNEY M SNYDER
3565 WADSWORTH
BOISE ID 83701-

(208)378-4621

Lot: 3 Block: Filing: Subdiv:

APPROVED WELL LOCATION
LOGAN COUNTY

NW 1/4 SW 1/4 Section 31
Twp 9 N RANGE 55 W 6th P.M.

DISTANCES FROM SECTION LINES

2850 Ft. from North Section Line
1250 Ft. from West Section Line

PERMIT TO CONSTRUCT A 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 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.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the **only well** on a tract of land of 47.2 acres described as that portion of the W 1/4, W 1/4, Sec. 31, Twp. 9 N., Rng. 55 W., 6th P.M., Logan County. Reference attached exhibit A.
- 4) The **use** of ground water from this well is limited to fire protection, ordinary household purposes inside up to 3 single family dwellings, the irrigation of not more than one (1) acre of home gardens and lawns and the watering of domestic animals.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.
- 8) This permit has been approved for a location which corrects the location indicated in item 4 of the Well Permit Application form, per the location you indicated on the attached map. 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.).

M.M. 9-24-96

PERMIT EXPIRATION DATE EXTENDED

8.27.98

Sept. 25, 1999

APPROVED
MAM

Hal D. Simpson
State Engineer

M.A. Malley
By

Receipt No. 0403905

DATE ISSUED SEP 25 1996

EXPIRATION DATE SEP 25 1998

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., RM. 818, DENVER CO 80203
phone - info: (303) 866-3587 main: (303) 866-3581

198404

RECEIVED
SEP 12 1996

JUL 23 1996

WATER RESOURCES
STATE ENGINEER
COLO

Water Well Permit Application
Must be completed in black ink or typed

1. APPLICANT INFORMATION

Name of applicant: Rodney M. Snyder

Mailing Address: 3565 Wadsworth

City: Boise State: Id. Zip code: 83701

Telephone Number (include area code): 208-378-4621

2. TYPE OF APPLICATION

CONSTRUCT A NEW WELL ON A TRACT OF LAND OF 35 ACRES OR MORE

3. REFER TO (if applicable):

Monitoring hole acknowledgment #: MH-

4. LOCATION OF WELL

County: <u>Boon</u>	Quarter/quarter: <u>NE 1/4</u>	Quarter: <u>NE SW 1/4</u>
Section: <u>31</u>	Township N or S: <u>9</u>	Range E or W: <u>55</u>
Distance of well from section lines: <u>2850</u> ft. from <input checked="" type="checkbox"/> N <input type="checkbox"/> S		<u>920</u> ft. from <input type="checkbox"/> E <input checked="" type="checkbox"/> W

Well location address, if different from applicant address (if applicable): No. Address

5. TRACT ON WHICH WELL WILL BE LOCATED

A. ATTACH LEGAL DESCRIPTION FOR 35+ ACRE TRACT

Development

Name: _____

Lot no. 3 Unit # _____

Other

Possible Home Dwelling

B. STATE PARCEL ID# (optional): N/A

C. # acres in tract: 47.2

D. THIS WILL BE THE ONLY WELL ON THIS TRACT

6. USE OF WELL (check appropriate entry or entries)

A. Ordinary household purposes in up to 3 single-family dwellings, the watering of domestic animals, and the irrigation of not more than one (1) acre of home gardens and lawns

B. Livestock watering (on farm/ranch/range/pasture)

7. WELL DATA

MAXIMUM PRODUCTION RATE OF THE WELL SHALL NOT EXCEED 15 GPM

8. TYPE OF RESIDENTIAL SEWAGE SYSTEM

Septic tank / absorption leach field

Central system

District name: _____

Vault

Location sewage to be hauled to: _____

Other (attach copy of engineering design)

9. PROPOSED WELL DRILLER (optional)

Name: Dean L. Kugler License number: 606

10. SIGNATURE of applicant(s) or authorized agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Must be original signature: Rodney M. Snyder

Title: owner Date: 7-4-96

Office Use Only: 1105W 1150W

DWR Map No.: 41

CHECKS TRN403905 072396 DIV OF WATER RESOURCES DIV \$0.00

CO 38

WD 64

BA _____

USE _____ MD _____

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

STEWART TITLE
GUARANTY COMPANY

Stewart Jones Jr.

Chairman of the Board

Countersigned by:
[Signature]

Authorized Signatory



Malcolm S. Morris

President

Company

City, State

STEWART TITLE GUARANTY COMPANY
1011 North Street
Dallas, Texas 75202
Telephone 69751
Telex 75000

Serial No. C-1601- 453931

RECEIVED
AUG 24 1998

WATER RESOURCES
STATE ENGINEER
OFFICE

OFFICE OF THE STATE ENGINEER
COLO. DIVISION OF WATER RESOURCES

August 20, 1998

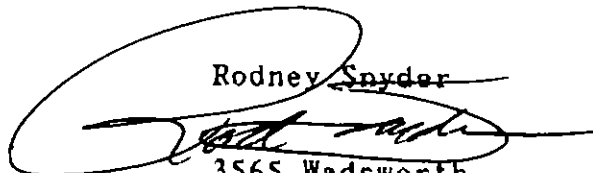
Dear Sirs:

Well Permit # 198404
Expiration date Sept. 25, 1998

I would like to request an extention on the above well.
We are unable to have it drilled at this time.

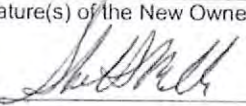

Thank you,

Rodney Snyder



3565 Wadsworth
Boise, ID 83701

Phone # (208)378-4621

Form No. GWS-11 08/2016	COLORADO DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1313 Sherman St., Ste 821, Denver CO 80203 (303) 866-3581 dwrpermitsonline@state.co.us	For Office Use Only Best Copy Available
CHANGE IN OWNER NAME/MAILING ADDRESS		
PRIOR TO COMPLETING THIS FORM, SEE INSTRUCTIONS ON REVERSE SIDE INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED		
<u>Name, address and phone number of person claiming ownership of the well permit:</u> Name(s): <u>Logan County Water Conservancy District</u> Mailing Address: <u>206 Main Street</u> City, St. Zip: <u>Sterling, CO 80751</u> Phone: <u>(970) 520-9793</u> Email: <u>miller@kci.net</u>		
RECEIVED APR 24 2017 WATER RESOURCES STATE ENGINEER COLO		
Well Permit Number: <u>198404</u> Receipt Number: <u>0403905</u> Case Number (optional): _____		
WELL LOCATION: County: <u>Logan</u> Well Name or # (optional): <u>West Logan</u>		
Vacant Agrigultural land-no address Street Address at Well Location _____ City _____ State _____ Zip _____		
<input type="checkbox"/> Check if well address is same as owner's mailing address		
<u>NW</u> 1/4 of the <u>SW</u> 1/4, Sec. <u>31</u> , Township <u>9.0</u> <input checked="" type="checkbox"/> N. or <input type="checkbox"/> S., Range <u>55.0</u> <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W., <u>6th</u> P.M.		
Distance from Section Lines: <u>2850</u> Ft. from <input checked="" type="checkbox"/> N. or <input type="checkbox"/> S. Line, <u>1250</u> Ft. from <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W. Line.		
Subdivision Name (if applicable): <u>NA</u> Lot _____, Block _____, Filing/Unit _____		
NOTE: If changing/correcting the permitted location of a well, use Form No. GWS-42.		
I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143.		
Signature(s) of the New Owner By: <u></u>	Please print the Signer's Name & Title <u>Shane Miller, President</u>	Date <u>3-17-2017</u>
It is the responsibility of the new owner of this well permit to complete and sign this form. If an agent is signing or entering information, please see instructions. Please allow 4 to 6 weeks for processing of this form. Thereafter, you can view or print the accepted document at: http://www.dwr.state.co.us/WellPermitSearch		
Signature of DWR staff indicates acceptance as a Change in Owner Name and/or Mailing Address.		
For Staff Use Only <u></u> <u>G123112</u> Staff Signature Date		





Well Permit #23906

RECEIVED

Form C Rev. 9-62/10M

STATE OF COLORADO

APPLICATION FOR:

A PERMIT TO USE GROUND WATER
 A PERMIT TO CONSTRUCT A WELL

MAY 20 1965
GROUND WATER SECT.
COLORADO
STATE ENGINEER

Applicant R. L. NORCOTT

P.O. Address Atwood, Colorado

Quantity applied for 25 gpm or
 AF Storage

Used for Domestic Well Purposes

on/at Sec 24, T7N, R53W, 6th PM, Logan Co.
(legal description of land site)

Total acreage irrigated and other rts.

ESTIMATED DATA OF WELL

Hole size: 7 in. to 73 ft.
 in. to ft.

Casing Plain 5 in. from 0 to 61 ft.
 in. from to ft.

Open or Perf. 5 in. from 61 to 73 ft.
 in. from to ft.

PUMP DATA: Type Unknown HP Outlet Size

Use initiation date May 1965
(Use Supplemental pages for additional data)

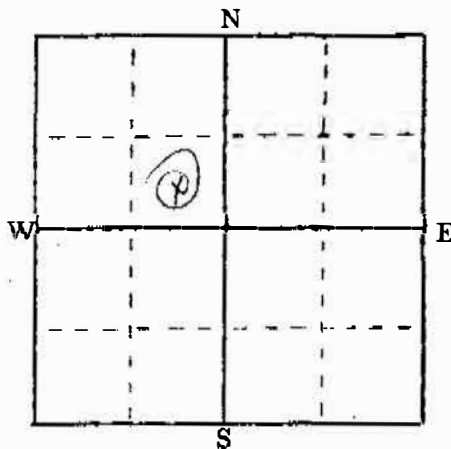
Driller to furnish Log and History (Form E) within 30 days after completion of well.

LOCATION OF WELL
County Logan

SE 1/4 of NW 1/4 of Sect. 24, Twp. 7N,
Rge. 53W, 6th P.M. OR

Street Address or Lot & Block No.

Town or Subdivision



Locate well in 40 acre (small) square as near as possible. Large square is one section.

\$25.00 fee required for uses other than Domestic or Livestock.

Applicant R. L. Norcott
Agent or Driller Canfield Drilling Co. No. 7

Address P.O. Box 519, Ft. Morgan, Colorado

THIS APPLICATION APPROVED
PERMIT NO. 23906
ISSUED: MAY 20 1965
DATE 19

NOTE - SATISFACTORY COMPLETION REQUIRED FOR APPROVAL OF APPLICATION

OCT 27 1965

FORM 5 (REV. 10MAY 64)

Index No. 1293
 IDWD 1-64
 Use 1
 Registered 8/16/61

STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
GROUND WATER SECTION

Bm
RECEIVED
 AUG 16 1965
 GROUND WATER SECTION
 COLORADO
 STATE ENGINEER

LOG AND HISTORY OF WELL
 PERMIT NO. 23906

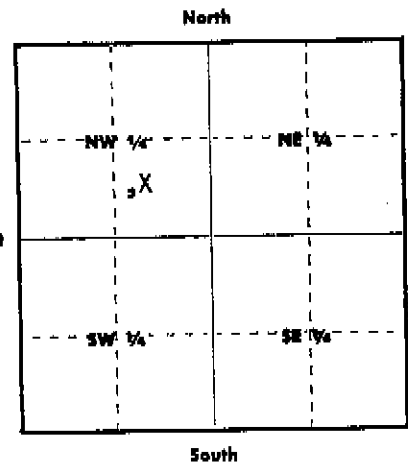
WELL LOCATION

Driller Canfield Drilling Company Lic. No. 7
 Owner R. L. Norcott
 Street Atwood, Colorado City _____
 Tenant _____
 Use of Water Domestic Well Purposes

Logan 38 County _____
 SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sect. 24
 Twp. 7N Rge. 53W 6th PM

On or By Sec 24, T7N, R53W, Logan Co. No. _____ Acres _____
 (description of site or land)

Date Started May 29, 1965
 Date Completed May 29, 1965
 Yield 20 GPM or _____ CFS



ABOVE DIAGRAM REPRESENTS ONE FULL SECTION. LOCATE WELL ACCURATELY IN SMALL SQUARE REPRESENTING 40 ACRES.

WELL DESCRIPTION:

Depth to Water 22 ft. Total Depth 73 ft.
 (measured from ground surface)
 Hole Diameter { in. 7 from 0 ft. to 73 ft.
 in. _____ from _____ ft. to _____ ft.
 in. _____ from _____ ft. to _____ ft.

TEST DATA:

How Tested _____ Pump or X Bailed
 Date Tested 5-29, 1965 Length 1 1/2 hrs.
 Rate 20 GPM Drawn Down 3 ft.

PUMP DATA:

Pump Type Unknown Outlet Size _____ in.
 Driven by _____ HP

CASING RECORD:

Plain Casing

Size 5", Kind Plastic from 0 ft. to 61 ft.
 Size _____, Kind _____ from _____ ft. to _____ ft.
 Size _____, Kind _____ from _____ ft. to _____ ft.

Perforated Casing

Size 5", Kind Plastic from 61 ft. to 73 ft.
 Size _____, Kind _____ from _____ ft. to _____ ft.
 Size _____, Kind _____ from _____ ft. to _____ ft.

or
 If the above is not applicable fill in:

 No. _____ Street _____

 City or Town _____
 or
 Lot _____, Block _____

 Subdivision _____
 (include filing or number)

TO BE MADE OUT IN QUADRUPPLICATE:
 Original Blue (both sides) and Duplicate Green Copy must be filed with the State Engineer within 30 days after well is completed. White copy is for the Owner and Yellow copy for the Driller. **SIGN BLUE COPY**

WELL LOG

Ground Elevation _____ (if known) How Drilled Standard Rotary

FROM FEET	TO FEET	TYPE OF MATERIAL	REMARKS (such as Cementing, Packing, Shut off, etc.)	Indicate Water Bearing Formation	Indicate Perforated Casing Location
0	2	Top			
2	16	Clay			
16	48	Gravel			
48	52	Clay & sand			
52	73	Gravel			

(If more space is required use additional sheet)

WELL DRILLER'S STATEMENT

This well was drilled under my supervision and the above information is true and correct to the best of my knowledge and belief.

Signed Canfield Drilling Company

By A. Neville
Bookkeeper

Dated August 11 19 65

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).

540
541

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

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547

548 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
549 of the following:

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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 Logan County Water Conservancy District Land Auction Due Diligence Packet Printed:
750 April 14, 2023 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be
751 additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any
752 part of a day 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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909

SIGNATURES

910

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

Buyer's Signature Date Buyer's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

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

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

Seller's Signature Date Seller's Signature Date

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

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

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

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

Broker's Signature Date

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

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held April 25, 2023, and in accordance with the terms and conditions of this Specific Performance Contract, the Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 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 Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 2023, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 2023, the Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 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 Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 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 Logan County Water Conservancy District Land Auction Due Diligence Packet Printed April 14, 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.

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

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD19-6-17) (Mandatory 1-18)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER 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: April 25, 2023

Property Address: 17622 County Road 18.7, Atwood, CO

Seller: Logan County Water Conservancy District

Year Built: _____

I. IMPROVEMENTS

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			
9			
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			
7			

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

B-1.	ROOF - Other Information Do you know of the following on the Property:	Yes	Comments
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 If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
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 If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
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 (cable, 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 this property for 90 days and 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 fireplace): 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: _____ 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			

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

G-1. WATER - Other Information		Yes	Age If Known	Comments
Do you know of the following on the Property:				
1	Water heater: Number of _____ 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.

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

I	SEWER If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
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			

I-1	SEWER – Other Information: Do you know of the following on the Property:	Yes	Comments
1	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Communal <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 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 If you know of any problems EVER EXISTING with the following on the Property check the "Yes" column:	Yes	Comments
1	Flooding or drainage	<input type="checkbox"/>	
2			

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

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

"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"/>	

do not know condition, have not lived in -

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:		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 report 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 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.

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This Disclosure is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

The information contained in this Disclosure has been furnished by Seller, who certifies it was answered truthfully, based on Seller's **CURRENT ACTUAL KNOWLEDGE**.

Seller	Date	Seller	Date
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ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
 - a. the physical condition of the Property;
 - b. the presence of mold or other biological hazards;
 - c. the presence of rodents, insects and vermin including termites;
 - d. the legal use of the Property and legal access to the Property;
 - e. the availability and source of water, sewer, and utilities;
 - f. the environmental and geological condition of the Property;
 - g. the presence of noxious weeds; and
 - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer receipts for a copy of this Disclosure.

Buyer	Date	Buyer	Date
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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:

17622 County Road 18.7	Atwood	CO	80722
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 Known Lead Paint

- 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.
- 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):

- 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

- Buyer has read the Lead Warning Statement above and understands its contents.
- Buyer has received copies of all information, including any records and reports listed by Seller above.
- Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- 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.
- 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.

Seller Date

Buyer Date

Seller Date

Buyer Date

Real Estate Licensee (Listing) Date

Real Estate Licensee (Selling) Date

Sample Bidder Card

101

Retain This Key to Bid!



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

535 E Cheyenne 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 Logan County Water Conservancy District Land Auction Due Diligence Packet Printed: April 14, 2023 & verify that I have good funds or financing arranged

X _____

No. 101

Title Commitment

- ◆ Parcel #1
- ◆ Parcel #2
- ◆ Parcel #3
- ◆ Parcel #4



SCHEDULE A



File No: 233406

1. Commitment Date: **March 13, 2023, 07:00 am**

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

(a) ALTA OWNER'S POLICY
Proposed Insured:

(b) ALTA LOAN POLICY
Proposed Insured:

Proposed Borrower:

(c) Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by Logan County Water Conservancy District

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

SEE ATTACHED EXHIBIT "A"

Property Address: **Sections 24 & 25-8-55 30-8-54, Logan County, CO**

Premiums	
To Be Determined Commitment	\$300.00
Additional Parcel	\$100.00
	\$400.00

Countersigned
Northeast Colorado Title Company, LLC

By 
Authorized Signature

EXHIBIT "A"

TOWNSHIP 8 NORTH, RANGE 55 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO

SECTION 24: S1/2

SECTION 25: N1/2, SE1/4 AND N1/2SW1/4, EXCEPT A TRACT OF LAND IN THE S1/2SE1/4 OF SAID SECTION 25, AS CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY SPECIAL WARRANTY DEED RECORDED MAY 4, 1988 IN BOOK 827 AT PAGE 316 OF THE LOGAN COUNTY, COLORADO RECORDS.

TOWNSHIP 8 NORTH, RANGE 54 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO

SECTION 30: A TRACT IN LOT 1 (NW1/4NW1/4) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89°32'20" EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 570.6 FEET; THENCE SOUTH 0°00'10" EAST ALONG AN EXISTING FENCE LINE AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 1316.2 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°28'40" WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 560.2 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0°27'20" WEST ALONG THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 1316.8 FEET TO THE POINT OF BEGINNING.

SECTION 30: W1/2SW1/4, SE1/4SW1/4 AND SW1/4SE1/4; EXCEPT A TRACT OF LAND IN THE SW1/4SE1/4 OF SAID SECTION 30, AS CONVEYED TO LESTER C. KNOWLES AND MARIAN E. KNOWLES BY QUIT CLAIM DEED RECORDED OCTOBER 17, 1955 IN BOOK 469 AT PAGE 128 OF THE LOGAN COUNTY, COLORADO RECORDS; AND EXCEPT A TRACT OF LAND IN THE SW1/4SE1/4 OF SAID SECTION 30, AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 29, 1963 IN BOOK 575 AT PAGE 449 OF THE LOGAN COUNTY, COLORADO RECORDS; AND EXCEPT A TRACT OF LAND IN THE S1/2SW1/4 OF SAID SECTION 30, AS CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY SPECIAL WARRANTY DEED RECORDED MAY 4, 1988 IN BOOK 827 AT PAGE 316 OF THE LOGAN COUNTY, COLORADO RECORDS; AND EXCEPT A TRACT OF LAND IN THE NW1/4SW1/4 OF SAID SECTION 30, AS CONVEYED TO THOMAS R. MERTENS AND SHIRLEY M. MERTENS BY QUIT CLAIM DEED RECORDED JULY 29, 1988 IN BOOK 829 AT PAGE 306 OF THE LOGAN COUNTY, COLORADO RECORDS.

SECTION 30: LOT 2 (SW1/4NW1/4), EXCEPT A TRACT OF LAND CONVEYED TO THOMAS R. MERTENS AND SHIRLEY M. MERTENS BY QUIT CLAIM DEED RECORDED JULY 29, 1988 IN BOOK 829 AT PAGE 306 OF THE LOGAN COUNTY, COLORADO RECORDS.

SECTION 30: THAT PART OF THE NE1/4SW1/4, NW1/4SE1/4, AND S1/2SE1/4 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:

A BOUNDARY LINE IN THE SOUTH HALF (S1/2) OF SECTION 30, TOWNSHIP 8 NORTH, RANGE 54 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 829 AT PAGE 306 OF THE LOGAN COUNTY RECORDS FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS SOUTH 28°34'40" WEST A DISTANCE OF 2764.51 FEET, SAID POINT BEING ON THE WEST LINE OF THE E1/2 SW1/4 OF SAID SECTION 30; THENCE THE FOLLOWING COURSES AND DISTANCES:

<u>COURSE</u>	<u>DIST ANCE (FEET)</u>
SOUTH 59°37'45" EAST	1017.57
SOUTH 62°04'10" EAST	281.20
SOUTH 74°25'25" EAST	67.99
SOUTH 69°50'00" EAST	354.24
SOUTH 53°05'05" EAST	886.17
SOUTH 25°31'35" EAST	695.92
NORTH 88°17'20" EAST	43.92
SOUTH 41°00'45" EAST	372.34
SOUTH 32°35'05" EAST	67.99
SOUTH 40°58'35" EAST	138.01 FEET AND TERMINATING AT A POINT ON THE

NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14 AS DESCRIBED IN BOOK 579 AT PAGE 13 OF THE LOGAN COUNTY RECORDS.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **March 13, 2023, 07:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 31](#). (Sections 25-8-55 & 30-8-54)
9. Reservations, if any, as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 41](#). (Section 24-8-55)
10. Reservations, if any, as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 45](#). (Sections 24-8-55)
11. Reservations, if any, as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 47](#). (Section 30-8-54)
12. Reservations, if any, as stated in United States of America patent dated December 1, 1905 [Document No. 1490](#). (Section 30-8-54)
13. Reservations, if any, as stated in United States of America patent recorded May 16, 1914 in [Book 117 at Page 53](#). (Sections 24 & 25-8-55)
14. Reservations, if any, as stated in United States of America patent recorded May 16, 1914 in [Book 117 at Page 54](#). (Sections 24 & 25-8-55)
15. Reservations, if any, as stated in United States of America patent recorded January 18, 1917 in [Book 140 at](#)

[Page 37](#). (Section 25-8-55)

16. Reservations, if any, as stated in United States of America patent recorded December 31, 1921 in [Book 184 at Page 234](#). (Sections 30-8-54)
17. Map of the Pawnee-Spring Creek Reservoir and Outlet Ditch Logan County, Colorado, recorded November 21, 1906 in [Book 1 at Page 27](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 24, 25 & 30-8-55)
18. Map of the Otzenberger Reservoir Logan County, Colorado, recorded June 26, 1909 in [Book 2 at Page 41](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 24 & 25-8-55)
19. County road right of way as described in Road Petition recorded September 9, 1911 in [Book 3 at Page 4](#), and granted according to Road Viewers' Report recorded September 9, 1911 in [Book 3 at Page 194](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Sections 25 & 30-8-55)
20. Right of way Deed between Ebbin Souders and The Board of County Commissioners of the County of Logan, and State of Colorado, recorded April 19, 1917 in [Book 138 at Page 95](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
21. Reserving unto G. C. Brown all oil, coal and other minerals with right to prospect for same, as stated in Warranty Deed recorded March 13, 1913 in [Book 153 at Page 535](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
22. Agreement In the District Court No. 5922 State of Colorado, County of Logan in the matter of the Assignment of G. C. Brown recorded August 6, 1932 in [Book 294 at Page 260](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Sections 25-8-55 & 30-8-54)
23. Reserving to Cyrus M. Morton an undivided one-half (1/2) interest in and to all oil, gas and other minerals in and under the said lands, together with the right of ingress and egress for the purpose of prospecting for and removing said oil, gas and other minerals, as stated in Warranty Deed recorded February 9, 1946 in Book 351 at Page 158, [Reception No. 320903](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
24. Excepting and reserving unto The Federal Land Bank of Wichita, its successors and assigns, an undivided one-fourth of all minerals and mineral rights in, upon and under the said lands for a period of twenty years from and after June 8, 1943, and as long thereafter as there is production or the premises are being developed and operated, as stated in Corporation Special Warranty Deed recorded January 4, 1947 in Book 358 at Page 180, [Reception No. 326199](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
25. Right-of-Way-Deed between George B. Tompkins and The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, recorded February 3, 1950 in Book 382 at Page 125, [Reception No. 343476](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
26. Right-of-Way-Deed between George B. Tompkins and The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, recorded February 3, 1950 in Book 382 at Page 127, [Reception No. 343478](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)

27. Right-of-Way-Deed between C. H. Knowles and Cecil P. Knowles and The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, recorded February 3, 1950 in Book 382 at Page 130, [Reception No. 343480](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
28. Right-of-Way-Deed between George B. Tompkins and The Board of County Commissioners of the County of Logan and State of Colorado and its assigns, recorded March 2, 1950 in Book 384 at Page 100, [Reception No. 344350](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
29. Mineral Deed between F. B. Brown and Clark W. Kinzie, recorded December 4, 1951 in Book 412 at Page 83, [Reception No. 358665](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
30. Mineral Deed between Clark W. Kinzie and J. L. Morris, recorded December 4, 1951 in Book 412 at Page 84, [Reception No. 358666](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
31. Excepting unto C. L. Gardner all oil, coal and other minerals, with the right to prospect for same as stated in Warranty Deed recorded February 1, 1952 in Book 414 at Page 70, [Reception No. 359710](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
32. Excepting unto Fanny E. Gardner all oil, coal and other minerals, with the right to prospect for same as stated in Warranty Deed recorded August 21, 1952 in Book 420 at Page 197, [Reception No. 363546](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
33. Mineral Deed between George B. Tompkins and W. F. Roland recorded July 15, 1953 in Book 431 at Page 93, [Reception No. 369435](#) together with any and all assignments thereof or interests therein. (Section 24-8-55)
34. Mineral Deed between C. H. Knowles and Cecil P. Knowles and W. F. Roland, recorded December 23, 1953 in Book 436 at Page 136, [Reception No. 372309](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
35. Mineral Deed between C. H. Knowles and Cecil P. Knowles and W. F. Roland, recorded December 23, 1953 in Book 436 at Page 137, [Reception No. 372310](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
36. Mineral Deed between George B. Tompkins, also known as Geo. B. Tompkins, and Lavina A. Tompkins and W. F. Roland recorded February 20, 1954 in Book 438 at Page 187, [Reception No. 373513](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
37. Mineral Deed between C. H. Knowles and Cecil P. Knowles and A. L. Duff, Sr. recorded April 12, 1954 in Book 440 at Page 178, [Reception No. 374577](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
38. Mineral Deed between George B. Tompkins and Lavina A. Tompkins and W. F. Roland recorded April 15, 1954 in Book 440 at Page 277, [Reception No. 374649](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Sections 30-8-54 and 24 & 25-8-55)
39. Right of Way Grant between Geo B. Tompkins and Kansas-Nebraska Natural Gas Company, Inc. recorded January 17, 1955 in Book 452 at Page 470, [Reception No. 380685](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Sections 24 & 25-8-55)

40. Reserving to Charles H. Knowles, also known as and one and the same person as C. H. Knowles, and Cecil P. Knowles, for themselves, their heirs and assigns, all of their existing interest in and to the oil, gas and other minerals in and under and that may be produced from the said lands, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals and removing the same therefrom, as stated in Warranty Deed recorded August 3, 1955 in Book 464 at Page 399, [Reception No. 385651](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
41. Excepting and reserving to Lester C. Knowles and Marian E. Knowles their heirs, administrators and assigns, all oil, gas and other minerals in, on and under the said lands, together with the right of ingress and egress for the purpose of prospecting for, mining for, producing and marketing all said oil, gas and other minerals as stated in Quitclaim Deed recorded October 17, 1955 in Book 469 at Page 127, [Reception No. 387307](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
42. Excepting and reserving to George B. Tompkins, his heirs, administrators and assigns, all oil, gas and other minerals in, on and under the said lands, together with the right of ingress and egress for the purpose of prospecting for, mining for, producing and marketing all said oil, gas and other minerals as stated in Quit Claim Deed recorded October 17, 1955 in Book 469 at Page 128, [Reception No. 387308](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
43. Mineral Deed between George T. Morton, George T. Morton, Junior and Charles H. Morton and George T. Morton, Jr. and Margaret S. Morton recorded November 16, 1955 in Book 470 at Page 348, [Reception No. 387941](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
44. Mineral Deed between George T. Morton, George T. Morton, Junior and Charles H. Morton and George T. Morton, Jr. and Charles H. Morton and Patricia M. Morton recorded November 16, 1955 in Book 470 at Page 349, [Reception No. 387942](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
45. Decree In the District Court in and for the County of Logan, State of Colorado Civil Action No. 9822 recorded August 27, 1959 in Book 520 at Page 436, [Reception No. 415634](#); together with Decree, As Amended recorded November 19, 1959 in Book 524 at Page 80, [Reception No. 417690](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
46. Declaration of Expiration of Mineral Reservation recorded June 28, 1963 in Book 569 at Page 465, [Reception No. 446329](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
47. Conveyance to the The Department of Highways, State of Colorado and reservation unto George B. Tompkins, all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under the said premises; provided however, and the grantor or grantors hereby covenant and agree, that the grantee shall forever have the right to take an use, without payment of further compensation to the grantor or grantors, any and all sand, gravel, earth, rock and other road building materials found in or upon said parcel. The grantor or grantors further covenant and agree that no exploration for, or development of any of the products hereby reserved, will ever be conducted on or from the surface of the premises hereinabove described, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the grantor or grantors shall perform no act which may impair the sub-surface or lateral support for said premises. This reservation, and the covenants and agreements hereunder, shall inure to and be binding upon the grantor or grantors, and their heirs, personal and legal representatives, successors and assigns forever as stated in Special Warranty Deed recorded November 29, 1963 in Book 575 at Page 449, [Reception No. 449632](#) of the Logan County, Colorado records,

together with any and all assignments thereof or interests therein. (Section 30-8-54)

48. Conveyance to the The Department of Highways, State of Colorado and reservation unto Lester C. Knowles and Marian E. Knowles, all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under the said premises; provided however, and the grantor or grantors hereby covenant and agree, that the grantee shall forever have the right to take an use, without payment of further compensation to the grantor or grantors, any and all sand, gravel, earth, rock and other road building materials found in or upon said parcel. The grantor or grantors further covenant and agree that no exploration for, or development of any of the products hereby reserved, will ever be conducted on or from the surface of the premises hereinabove described, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the grantor or grantors shall perform no act which may impair the sub-surface or lateral support for said premises. This reservation, and the covenants and agreements hereunder, shall inure to and be binding upon the grantor or grantors, and their heirs, personal and legal representatives, successors and assigns forever as stated in Special Warranty Deed recorded February 28, 1964 in Book 579 at Page 13, [Reception No. 451821](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 30-8-54)
49. Grant of Easement for Cable Line and Appurtenances between Lester C. Knowles and Marian E. Knowles and the United States of America, recorded July 15, 1964 in Book 584 at Page 410, [Reception No. 455207](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
50. Saving, excepting and reserving unto Alta Gardner and Everett Gardner an undivided one-fourth (1/4th) interest in and to all of the oil, gas and other minerals lying in, on or under the said lands, owned by the grantors, together with the right of ingress and egress to explore for and remove the same, as stated in Warranty Deed recorded April 3, 1968 in Book 625 at Page 57, [Reception No. 477436](#) and filed Aril 9, 1968 as Torrens [Document No. 9915](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Sections 25-8-55 and 30-8-54)
51. Cathodic Unit Easement between Ervin Busig and Inez Busig, husband and wife and Kansas-Nebraska Natural Gas Company, Inc., recorded September 27, 1974 in Book 688 at Page 122, [Reception No. 505015](#); together with Assignment and Conveyances recorded July 13, 2000 in Book 929 at Page 572, [Reception No. 641516](#); July 13, 2000 in Book 929 at Page 573, [Reception No. 641517](#) and January 30, 2002 in Book 938 at Page 38, [Reception No. 649982](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
52. Saving, excepting and reserving unto Lester C. Knowles and Marian E. Knowles, in joint tenancy, one-half (1/2) of all of the interest presently owned by them in and to all of the oil, gas and other minerals in, on and under said lands with the means of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Warranty Deed recorded October 9, 1979 in Book 735 at Page 703, [Reception No. 533727](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
53. Right of Way Grant between Inez Busig and Ervin Busig and Power Resources Corporation recorded March 11, 1985 in Book 795 at Page 824, [Reception No. 566387](#) together with any and all assignments thereof or interests therein. (Section 25-8-55)
54. Appurtenance Easement between Ervin Busig and Inez Busig, husband and wife and K N Energy, Inc., recorded June 3, 1985 in Book 798 at Page 420, [Reception No. 567669](#); together with Assignment and Conveyance recorded July 13, 2000 in Book 929 at Page 572, [Reception No. 641516](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)

55. Conveyance to the The Department of Highways, State of Colorado and reservation unto Ervin S. Busig and Inez Busig, all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under the said premises; provided however, and the grantor or grantors hereby covenant and agree, that the grantee shall forever have the right to take an use, without payment of further compensation to the grantor or grantors, any and all sand, gravel, earth, rock and other road building materials found in or upon said parcel. The grantor or grantors further covenant and agree that no exploration for, or development of any of the products hereby reserved, will ever be conducted on or from the surface of the premises hereinabove described, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the grantor or grantors shall perform no act which may impair the sub-surface or lateral support for said premises. This reservation, and the covenants and agreements hereunder, shall inure to and be binding upon the grantor or grantors, and their heirs, personal and legal representatives, successors and assigns forever as stated in Special Warranty Deed recorded May 4, 1988 in Book 827 at Page 316, [Reception No. 582616](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55 & 30-8-54)
56. Easements, rights of way and/or encroachments as shown on Survey Plat for Tom Mertens, Ervin Busig, and Robert Knowles filed August 8, 1988 as [Survey Plat File #31](#). (Section 30-8-54)
57. Cathodic Unit Easement between Inez Busig, a widow, and K N Energy, Inc., recorded June 21, 1993 in Book 870 at Page 988, [Reception No. 604663](#); together with Assignment and Conveyances recorded July 13, 2000 in Book 929 at Page 572, [Reception No. 641516](#); July 13, 2000 in Book 929 at Page 573, [Reception No. 641517](#) and January 30, 2002 in Book 938 at Page 38, [Reception No. 649982](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 25-8-55)
58. Permanent Easement between Inez Busig and the Department of Transportation, State of Colorado, for the purpose of construction and maintenance of a spur dike, as set forth in instrument recorded September 1, 1998 in Book 918 at Page 988, [Reception No. 630932](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 30-8-54)
59. 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.
60. Easements, rights of way and/or encroachments as shown on Survey Plat for Department of Transportation State of Colorado, Right of way Plan of Proposed Federal Aid Project No. ER 0142-034 State Highway No. SH 14, Logan County, Right of Way Filed December 9, 1999 in [ROW Survey Plat File # 14-1 - 14-14](#). (30-8-54)
61. Easements, rights of way and/or encroachments as shown on plat for the Legal Boundary Survey of an Easement of Real Property Wetland Reserve Program 66-8B05-3-18 Michel Located in the North Half of the Northeast 1/4 of Section 3, Township 6 North, Range 53 West of the 6th Principal Meridian, County of Logan, State of Colorado recorded February 22, 2005 in Book 957 at Page 107, [Reception No. 669051](#). (Section 30-8-54)
62. Easements, rights of way and/or encroachments as shown on plat for State Department of Highways Division of Highways- State of Colorado Right of Way Plan of Proposed Federal Aid Project No. FR 014-2(14) State Highway No. 14 Logan County Right of Way recorded June 13, 2006 in Book 965 at Page 277, [Reception No. 677221](#). (Sections 25-8-55 & 30-8-54)
63. Easements, rights of way and/or encroachments as shown on Survey Plat for Thomas R. Mertens and Shirley M. Mertens recorded November 6, 2008 in Book 979 at Page 283, [Reception No. 691159](#) and filed December 5, 2008 as [Survey Plat # 857](#). (Section 30-8-54)

64. Treasurer's Deed for an undivided .0093 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 194, [Reception No. 753011](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
65. Treasurer's Deed for an undivided .0156 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 195, [Reception No. 753012](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
66. Treasurer's Deed for an undivided .0105 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 196, [Reception No. 753013](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
67. Treasurer's Deed for an undivided .0017 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 197, [Reception No. 753014](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
68. Treasurer's Deed for an undivided .0278 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 198, [Reception No. 753015](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
69. Treasurer's Deed for an undivided .0313 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 199, [Reception No. 753016](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
70. Treasurer's Deed for an undivided .0370 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 200, [Reception No. 753017](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
71. Treasurer's Deed for an undivided .0278 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 201, [Reception No. 753018](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
72. Treasurer's Deed for an undivided .0093 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 202, [Reception No. 753019](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
73. Treasurer's Deed for an undivided .0035 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 203, [Reception No. 753020](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
74. Treasurer's Deed for an undivided .0156 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 204, [Reception No. 753021](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
75. Treasurer's Deed for an undivided .0625 Interest in and to all oil, gas and other minerals lying in, on and under the said premises recorded January 5, 2021 in Book 1041 at Page 205, [Reception No. 753022](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)

76. Resolution No. 2021-22 cancelling erroneous severed mineral assessments recorded June 2, 2021 in Book 1043 at Page 784, [Reception No. 755596](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 25-8-55)
77. Taxes and assessments for the year 2023 are exempt.

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.

SCHEDULE A



File No: 233407

1. Commitment Date: **March 08, 2023, 7:00 am**

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

(a) ALTA OWNER'S POLICY
Proposed Insured: **To Be Determined**

(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 [Logan County Water Conservancy District \(Parcel I\)](#)

[Logan County Water Conservancy District \(Parcel II\)](#)

[Logan County Water Conservancy District \(Parcel III\)](#)

[Logan County Water Conservancy District \(Parcel IV\)](#)

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

SEE ATTACHED EXHIBIT "A"

Property Address: **Agricultural Ground, Logan County, CO**

Premiums	
To Be Determined Commitment	\$300.00
Additional Parcel	\$200.00
	\$500.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

EXHIBIT "A"

Parcel I:

Township 8 North, Range 55 West of the 6th P.M., Logan County, Colorado

Section 5 and Section 6: A tract in Lot 4, Section 5 and Lots 1 and 2, Section 6 described as follows: Beginning at the Northwest corner of said Section 5; thence along the North line of said Section 5, North 90°00'00" East, 657.1 feet; thence South 00°45'50" West, 715.0 feet; thence South 89°39'55" West, 657.1 feet to a point on the West line of said Section 5: thence South 89°39'55" West, 2193.7 feet thence North 00°00'00" East, 715.0 feet thence along the North line of said Section 6, North 89°34'10" East, 2203.3 feet to the point of beginning.

Parcel II:

Township 8 North, Range 55 West of the 6th P.M., Logan County, Colorado

Section 5: A tract in Lot 3 described as follows: Commencing at the Northwest corner of said Section 5; thence along the North line of said Section 5, North 90°00'00" East, 1971.35 feet to the point of beginning; thence continuing along said North line, North 90°00'00" East, 657.1 feet: thence along the East line of said Lot 3, South 00°47'00" West, 1326.1 feet; thence South 90°00'00" West, 657.0 feet; thence North 00°46'40" East, 1326.1 feet to the point of beginning.

More Correctly Known As:

Section 5: A tract in Lot 3 described as follows: Commencing at the Northwest corner of said Section 5; thence along the North line of said Section 5, North 90°00'00" East, 1971.35 feet to the point of beginning; thence continuing along said North line, North 90°00'00" East, 657.1 feet: thence along the East line of said Lot 3, South 00°47'00" West, 1326.1 feet; thence South 90°00'00" West, 657.1 feet; thence North 00°46'40" East, 1326.1 feet to the point of beginning.

Parcel III:

Township 9 North, Range 55 West of the 6th P.M., Logan County, Colorado

Section 31: E1/2W1/2 and SE1/4, excluding a tract described as follows: Commencing at the Northeast corner of said Section 31; thence South 88°56'40" West along the North line of said Section 31 a distance of 2689.1 feet to the true point of beginning, said point being the Northeast corner of said E1/2W1/2; thence continuing South 88°56'40" West along the North line of said Section 31 a distance of 952.6 feet; thence South 1°16'00" East along an existing fence line a distance of 3974.6 feet; thence North 89°30'10" East along an existing fence line a distance of 941.4 feet; thence South 6°21'00" East along an existing fence line a distance of 31.4 feet; thence North 88°43'00" East along an existing fence line a distance of 1891.9 feet; thence North 3°47'30" West along an existing fence line a distance of 1354.6 feet; thence South 89°05'20" West along an existing fence line for the North line of said SE1/4 a distance of 1828.2 feet; thence North 1°10'20" West along an existing fence line for the East line of said E1/2W1/2 a distance of 2649.8 feet to the point of beginning.

Section 32: W1/2SW1/4

Parcel IV:

Township 9 North, Range 55 West of the 6th P.M., Logan County, Colorado

Section 31: Lots 1, 2, 3 and 4

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **March 08, 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.

Parcel I:

8. Reservations, if any as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 36](#) of the Logan County, Colorado records.
9. Reservations, if any as stated in United States of America patent filed June 21, 1916 as [Patent #534775](#).
10. Reserving unto John R. Coen and Ray B. Smith, all mineral rights, including oil and gas in and to the described premises as stated in Warranty Deed recorded February 23, 1938 in [Book 312 at Page 515](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Saving, excepting and reserving unto Earl D. Barnhart, also known and sometimes written as E.D. Barnhart, and Fern H. Barnhart also known and sometimes written as F.H. Barnhart and their predecessors in interest, all oil, gas and other minerals lying in, on and under the described premises, together with the means of ingress and egress for the purpose of exploration for, mining and producing the same as stated in Warranty Deed recorded April 28, 1954 in Book 440 at Page 541, [Reception No. 374894](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Personal Representative's Deed of Distribution between The Estate of Raymond Bryant Smith and Raymond Bryant Smith Family Trust for an undivided 1/2 interest in and to all oil, gas and other minerals lying in, on and under said land recorded March 9, 1977 in Book 708 at Page 516, [Reception No. 517528](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.

13. Together with a perpetual right-of-way and easement over, on and across said land as stated in Agreement recorded July 7, 1989 in Book 837 at Page 445, [Reception No. 587956](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

Parcel II:

14. Reservations, if any as stated in United States of America patent recorded March 11, 1889 in [Book 21 at Page 36](#) of the Logan County, Colorado records.
15. Right of Way Deed granted to The Board of County Commissioners of the County of Logan and State of Colorado recorded April 19, 1917 in [Book 138 at Page 91](#) of the Logan County, Colorado records.

Parcel III:

16. Reservations, if any, as stated in United States of America patent recorded August 17, 1917 in [Book 140 at Page 144](#) of the Logan County, Colorado records.
17. Reservations, if any, as stated in United States of America patent recorded February 27, 1919 in [Book 140 at Page 400](#) of the Logan County, Colorado records.
18. Together with a perpetual right-of-way and easement over, on and across said land as stated in Agreement recorded July 7, 1989 in Book 837 at Page 445, [Reception No. 587956](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

Parcel IV:

19. Right of Way Deed granted to The Board of County Commissioners of the County of Logan and State of Colorado recorded January 13, 1916 in [Book 24 at Page 109](#) of the Logan County, Colorado records.
20. Reservations, if any, as stated in United States of America patent recorded August 17, 1917 in [Book 140 at Page 144](#) of the Logan County, Colorado records.
21. Reservations, if any, as stated in United States of America patent recorded February 27, 1919 in [Book 140 at Page 400](#) of the Logan County, Colorado records.
22. Excepting and reserving unto The Federal Land Bank of Wichita, its successors and assigns, an undivided one-half interest of all oil, gas and other minerals and mineral rights in, upon and under the said described land, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, and for the purposes of this reservation as stated in Corporation Special Warranty Deed recorded October 13, 1939 in [Book 323 at Page 534](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
23. Grant of Easement for Cable Line and Appurtenances recorded July 15, 1964 in Book 584 at Page 387, [Reception No. 455192](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
24. Grant of Easement for Cable Line and Appurtenances recorded June 23, 1965 in Book 595 at Page 468, [Reception No. 462310](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
25. Saving, excepting and reserving unto Thomas E. Hatch and Helen Hatch, all of the right, title and interest owned

by them in joint tenancy in and to all of the oil, gas and other minerals lying in, on and under the described property, together with the right of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Quitclaim Deed recorded February 2, 1973 in Book 675 at Page 625, [Reception No. 497456](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

All Parcels:

26. Mineral Deed between Helen Hatch and Ronald W. Hatch and Linda J. Hatch as joint tenants with rights of survivorship for an undivided 1/2 interest recorded November 16, 1981 in Book 760 at Page 792, [Reception No. 547725](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
27. Deed of Distribution by Personal Representative between the Estate of Earl D. Barnhart, also known as E.D. Barnhart to Verlene F. Barnhart, Sally Lawrence, Nancy Schramm, Susan Seckler and Jimmy E. Barnhart for an undivided interest in and to the oil, gas and other minerals underlying the described premises recorded December 18, 1981 in Book 762 at Page 14, [Reception No. 548293](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
28. 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.
29. Easements, rights of way and/or encroachments as shown on Survey Plat for Logan County Water Conservancy District filed June 1, 2011 as [Survey Plat File #955](#) of the Logan County, Colorado records.
30. Taxes and assessments for the year 2022 are exempt.

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.

SCHEDULE A



File No: 233408

1. Commitment Date: **March 17, 2023, 7:00 am**

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

(a) ALTA OWNER'S POLICY
Proposed Insured: **To Be Determined**

(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 [Logan County Water Conservancy District](#)

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

SEE ATTACHED EXHIBIT "A"

Property Address: **Section 24 & 25 7-53, Logan County, CO**

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

EXHIBIT "A"

THE SW1/4NE1/4 (EXCEPT 10 ACRES OFF THE EAST SIDE), THE NW1/4SE1/4 (EXCEPT 10 ACRES OFF THE EAST SIDE) AND THE SW1/4SE1/4 OF SECTION 24, AND THE NW1/4NE1/4 OF SECTION 25, ALL IN TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO;

TOGETHER WITH A PARCEL OF LAND IN THE WEST HALF (W1/2) OF SECTION 24 AND IN THE NORTH HALF OF THE NORTHWEST QUARTER (N1/2NW1/4) OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W1/2 OF SECTION 24; THENCE SOUTH 1°51'30" EAST ALONG THE EAST LINE OF SAID W1/2 OF SECTION 24 A DISTANCE OF 1773.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°51'30" EAST ALONG THE EAST LINE OF SAID W1/2 OF SECTION 24 A DISTANCE OF 887.56 FEET TO THE NORTHEAST CORNER OF THE SW1/4 OF SAID SECTION 24; THENCE SOUTH 1°51'55" EAST ALONG THE EAST LINE OF SAID SW1/4 OF SECTION 24 A DISTANCE OF 2661.42 FEET TO THE SOUTHEAST CORNER OF SAID W1/2 OF SECTION 24; THENCE SOUTH 1°24'40" EAST ALONG THE EAST LINE OF SAID N1/2NW1/4 OF SECTION 25 A DISTANCE OF 722.95 FEET; THENCE NORTH 5°15'55" WEST A DISTANCE OF 637.91 FEET; THENCE NORTH 1°47'40" WEST A DISTANCE OF 243.57 FEET; THENCE NORTH 1°14'10" WEST A DISTANCE OF 2816.59 FEET; THENCE NORTH 1°39'55" WEST A DISTANCE OF 575.13 FEET; THENCE NORTH 88°08'30" EAST A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°51'30" EAST ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 24 A DISTANCE OF 1330.60 FEET TO THE NORTHWEST CORNER OF THE SW1/4NE1/4 OF SAID SECTION 24; THENCE NORTH 88°09'10" EAST ALONG THE NORTH LINE OF SAID SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 992.57 FEET TO THE NORTHEAST CORNER OF THE W1/2E1/2SW1/4NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°48'40" EAST ALONG THE EAST LINE OF SAID W1/2E1/2SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 1667.66 FEET; THENCE SOUTH 1°47'50" EAST ALONG THE EAST LINE OF THE W1/2E1/2NW1/4SE1/4 OF SAID SECTION 24 A DISTANCE OF 968.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°09'20" EAST A DISTANCE OF 329.86 FEET TO A POINT ON THE WEST LINE OF AN EASEMENT DESCRIBED IN BOOK 966 AT PAGE 410 OF THE LOGAN COUNTY RECORDS; THENCE SOUTH 1°59'20" EAST ALONG THE WEST LINE OF SAID EASEMENT DESCRIBED IN BOOK 966 AT PAGE 410 A DISTANCE OF 40.49 FEET TO THE SOUTHWEST CORNER OF SAID NW1/4SE1/4 OF SECTION 24; THENCE SOUTH 88°49'15" WEST ALONG THE SOUTH LINE OF SAID NW1/4SE1/4 OF SECTION 24 A DISTANCE OF 330.01 FEET TO THE SOUTHEAST CORNER OF SAID W1/2E1/2NW1/4SE1/4 OF SECTION 24; THENCE NORTH 1°47'50" WEST ALONG THE EAST LINE OF SAID W1/2E1/2NW1/4SE1/4 OF SECTION 24 A DISTANCE OF 36.67 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4) AND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°51'30" EAST ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 24 A DISTANCE OF 1330.60 FEET TO THE NORTHWEST CORNER OF SAID SW1/4NE1/4 OF SECTION 24; THENCE NORTH 88°09'10" EAST ALONG THE NORTH LINE OF SAID SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 992.57 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE W1/2E1/2SW1/4NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°06'05" EAST A DISTANCE OF 695.76 FEET; THENCE SOUTH 1°01'25" EAST A DISTANCE OF 900.39 FEET; THENCE SOUTH 1°00'25" EAST A DISTANCE OF 1040.15 FEET; THENCE NORTH

88°09'20" EAST A DISTANCE OF 35.36 FEET TO A POINT ON THE EAST LINE OF THE W1/2E1/2NW1/4SE1/4 OF SAID SECTION 24; THENCE NORTH 1°47'50" WEST ALONG THE EAST LINE OF SAID

W1/2E1/2NW1/4SE1/4 OF SECTION 24 A DISTANCE OF 968.36 FEET TO THE SOUTHEAST CORNER OF SAID W1/2E1/2SW1/4NE1/4 OF SECTION 24; THENCE NORTH 1°48'40" WEST ALONG THE EAST LINE OF SAID W1/2E1/2SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 1667.66 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF COUNTY ROAD 35.7.

TOGETHER WITH AN EASEMENT TO INSTALL, REPAIR, MAINTAIN, AND/OR REPLACE AN UNDERGROUND PIPELINE TO DELIVER IRRIGATION WATER. SAID EASEMENT SHALL BE 10 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE COMMENCING FROM A POINT BEGINNING 452 +/- FEET SOUTH OF THE NW CORNER AND ALONG THE WEST LINE OF THE SW1/4NE1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE CONTINUING NORTHEASTERLY TO A POINT 40 FEET SOUTH OF THE NE CORNER OF THE W1/2E1/2W1/2SW1/4NE1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE EAST TO A POINT 40 FEET SOUTH OF THE NE CORNER AND ALONG THE EAST LINE OF THE W1/2E1/2SW1/4NE1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

EXCEPT A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4) AND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°51'30" EAST ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 24 A DISTANCE OF 1330.60 FEET TO THE NORTHWEST CORNER OF SAID SW1/4NE1/4 OF SECTION 24; THENCE NORTH 88°09'10" EAST ALONG THE NORTH LINE OF SAID SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 663.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°09'10" EAST ALONG THE NORTH LINE OF SAID SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 328.77 FEET TO THE NORTHEAST CORNER OF THE W1/2E1/2SW1/4NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°06'05" EAST A DISTANCE OF 695.76 FEET; THENCE SOUTH 1°01'25" EAST A DISTANCE OF 812.61 FEET; THENCE SOUTH 86°16'10" WEST A DISTANCE OF 301.42 FEET; THENCE NORTH 8°24'05" WEST A DISTANCE OF 244.44 FEET; THENCE NORTH 18°24'45" EAST A DISTANCE OF 217.53 FEET; THENCE NORTH 16°02'25" WEST A DISTANCE OF 451.77 FEET; THENCE NORTH 72°00'15" EAST A DISTANCE OF 164.31 FEET; THENCE NORTH 1°28'55" EAST A DISTANCE OF 79.34 FEET; THENCE NORTH 43°47'55" WEST A DISTANCE OF 301.86 FEET; THENCE NORTH 16°49'25" EAST A DISTANCE OF 299.61 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS-OF-WAY OF COUNTY ROAD 18.7 AND COUNTY ROAD 35.7.

TOGETHER WITH A 20 FOOT ACCESS EASEMENT IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4) AND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING 20 FEET WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°51'30" EAST ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 24 A DISTANCE OF 1330.60 FEET TO THE NORTHWEST CORNER OF SAID SW1/4NE1/4 OF SECTION 24; THENCE NORTH 88°09'10" EAST ALONG THE NORTH LINE OF SAID SW1/4NE1/4 OF SECTION 24 A DISTANCE OF 992.57 FEET TO THE NORTHEAST CORNER OF THE W1/2E1/2SW1/4NE1/4 OF SAID SECTION 24; THENCE SOUTH 1°06'05" EAST A DISTANCE OF 566.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1°06'05" EAST A DISTANCE OF 129.61

FEET; THENCE SOUTH 1°01'25" EAST A DISTANCE OF 812.61 FEET AND TERMINATING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL. THE SIDELINE OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **March 17, 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. Road Petition granted to the Honorable Board of County Commissioners of Logan County, Colorado recorded September 2, 1908 in [Book 2 at Page 117](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
9. Road-Viewers Report granted to the Honorable Board of County Commissioners of Logan County, Colorado recorded December 28, 1887 in [Book 2 at Page 155](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
10. Reservations, if any, as stated in United States of America patent recorded May 20, 1882 in [Book 3 at Page 496](#) of the Logan County, Colorado records.
11. Reservations, if any, as stated in United States of America patent recorded May 20, 1882 in [Book 3 at Page 497](#) of the Logan County, Colorado records.
12. Reservations, if any, as stated in United States of America patent recorded September 7, 1898 in [Book 22 at Page 189](#) of the Logan County, Colorado records.
13. Right of Way Grant between Lyle Dobson and Bertie Marie Dobson and The Toronto Pipe Line Company recorded December 16, 1954 in Book 451 at Page 24, [Reception No. 379865](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

14. Right of Way Grant between Pauline Miller and The Toronto Pipe Line Company recorded December 16, 1954 in Book 451 at Page 25, [Reception No. 379866](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Mineral Deed from Lyle Dobson and Bertie Marie Dobson to D. E. Kellogg and Ella Kellogg, not in tenancy in common, but in joint tenancy recorded January 24, 1955 in Book 453 at Page 77, [Reception No. 380856](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
16. Royalty Conveyance between Pauline Miller and Minnie Maul recorded April 7, 1955 in Book 456 at Page 533, [Reception No. 382739](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
17. Royalty Conveyance between Pauline Miller and Pauline Chance recorded April 7, 1955 in Book 456 at Page 534, [Reception No. 382740](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
18. Royalty Conveyance between Pauline Miller and Albert Miller recorded April 7, 1955 in Book 456 at Page 535, [Reception No. 382741](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
19. Royalty Conveyance between Pauline Miller and Emmanuel Miller, Jr. recorded April 7, 1955 in Book 456 at Page 536, [Reception No. 382742](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
20. Royalty Conveyance between Pauline Miller and Evelyn Michel recorded April 7, 1955 in Book 456 at Page 537, [Reception No. 382743](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
21. Royalty Conveyance between Pauline Miller and Harry Miller recorded April 7, 1955 in Book 456 at Page 538, [Reception No. 382744](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
22. Royalty Conveyance between Pauline Miller and Rudy Miller recorded April 7, 1955 in Book 456 at Page 539, [Reception No. 382745](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
23. Mineral Deed from D.E. Kellogg and Ella Kellogg to Charles W. Kreager and Ben D. Sublett recorded May 26, 1955, in Book 460 at Page 260, [Reception No. 383969](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
24. Mineral Deed from D. E. Kellogg and Ella Kellogg to Helen E. Traylor, recorded May 26, 1955 in Book 460 at Page 261, [Reception No. 383970](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
25. Easement between Pauline Miller and Shell Oil Company recorded June 16, 1955 in Book 461 at Page 342, [Reception No. 384495](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
26. Right of Way Grant between Pauline Miller and Shell Pipe Line Corporation recorded January 23, 1956 in Book

473 at Page 128, [Reception No. 389283](#) of the Logan County, Colorado records, together with any and all assignment thereof or interests therein.

27. Right of Way Contract between Pauline Miller and Kansas-Nebraska Natural Gas Company, Inc., recorded October 9, 1957 in Book 495 at Page 383, [Reception No. 401079](#) of the Logan County, Colorado records; together with Assignment and Conveyance between Kinder Morgan, Inc., formerly known as K N Energy, Inc., and formerly known as Kansas Nebraska Natural Gas Company Inc., and K N Gas Gathering, Inc. recorded July 13, 2000 in Book 929 at Page 572, [Reception No. 641516](#) of the Logan County, Colorado records; together with Assignment and Conveyance between K N Gas Gathering, Inc. and Bitter Creek Pipelines, LLC recorded July 13, 2000 in Book 929 at Page 573, [Reception No. 641517](#) of the Logan County, Colorado records; together with Assignment and Conveyance between Bitter Creek Pipelines, LLC and Sterling Energy Company recorded January 30, 2002 in Book 938 at Page 38, [Reception No. 649982](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
28. Road Easement between Lyle Dobson and Kansas-Nebraska Natural Gas Company, Inc., recorded February 27, 1958 in Book 499 at Page 537, [Reception No. 403581](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
29. Saving, excepting and reserving unto Lyle Dobson and Bertie Marie Dobson all oil, gas and other minerals in, on and under the described premises, together with the means of ingress and egress for the purpose of exploring for, mining and producing the same as stated in in Warranty Deed recorded July 27, 1961 in Book 547 at Page 357, [Reception No. 431266](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
30. Non-Participating Royalty Conveyance between Lyle Dobson and Bertie Marie Dobson and Lawrence Wagner and Gladys G. Wagner recorded July 27, 1961, in Book 547 at Page 358, [Reception No. 431267](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
31. Excepting and Reserving unto the heirs-at-law of Emmanuel Miller Jr., deceased, all of the interest of the Estate of Emmanuel Miller, Jr., Deceased, in and to the oil, gas and other minerals and mineral rights in said described lands, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same as stated in Administrator's Deed and Order Confirming Sale of Real Estate recorded June 3, 1963 in Book 568 at Page 546, [Reception No. 445795](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
32. Non-Participating Royalty Conveyance between Lawrence Wagner and Gladys C. Wagner and Vern Hastings Jr. and Almeda C. Hastings recorded August 28, 1961 in Book 548 at Page 280, [Reception No. 431889](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
33. Excepting and reserving unto Richard Lee Maul, Pam Maul and Cathy Maul all of their right, title and interest in and to all oil, gas and other minerals and mineral rights in, on and under the described lands, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same as stated in Guardian's Deed and Order Confirming Sale of Real Estate recorded June 3, 1963 in Book 568 at Page 549, [Reception No. 445796](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
34. Excepting all oil, gas and other minerals in, on and under the described property, and reserving unto Charline Miller and Richard Miller, minors, all their right, title and interest in and to said oil, gas and other minerals, together with the rights of ingress and egress to explore for and remove the same as stated in Guardian's Deed

and Order Confirming Sale of Real Estate recorded June 3, 1963 in Book 568 at Page 552, [Reception No. 445797](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

35. Excepting and reserving unto Rudy Miller, his heirs, successors and assigns, all oil, gas and other minerals in, on or under, or that may be produced from the described property, together with the right of ingress and egress for the purpose of prospecting for, mining and producing the same as stated in Warranty Deed recorded June 3, 1963 in Book 568 at Page 555, [Reception No. 445798](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
36. Excepting all oil, gas and other minerals in, on and under said property, and reserving the same unto Harry Miller, Jr., Robert Miller and James Miller with rights of ingress and egress to explore for and remove the same as stated in Warranty Deed recorded June 3, 1963 in Book 568 at Page 556, [Reception No. 445799](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
37. Quit Claim Deed between Harry E. Miller, Edward R. Miller, Delores M. St. John, Gloria J. Dittler and Martha Miller recorded November 22, 1963 in Book 575 at Page 253, [Reception No. 449409](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
38. All right, title and interest of grantor in and to that certain non-participating royalty conveyance as defined and conveyed by documents recorded in Book 547 at Page 358 and in Book 548 at Page 280 of the Logan County, Colorado records as stated in Warranty Deed recorded May 25, 1964 in Book 582 at Page 444, [Reception No. 454067](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
39. All right, title and interest of the grantor in and to that certain non-participating royalty conveyance as defined and conveyed by documents recorded in Book 547 at Page 358 and in Book 548 at Page 280 of the Logan County, Colorado records as stated in Warranty Deed recorded February 26, 1971 in Book 654 at Page 384, [Reception No. 488914](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
40. Findings and Ruling of the Referee in the Water Court in and for Water Division I, State of Colorado, Case No. W-3130, in the matter of the application for water rights of James D. Gregory, Jr. and Sylvia P. Gregory, recorded March 8, 1974 in Book 683 at Page 818, [Reception No. 502378](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
41. 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-3861 in the Matter of the Application for Water Rights of Miller-Chance Investment Corporation recorded September 12, 1974 in Book 687 at Page 857, [Reception No. 504859](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
42. Quit Claim Deed between Minnie E. Maul and Richard L. Maul recorded November 3, 1975 in Book 697 at Page 21, [Reception No. 510563](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
43. Excepting and reserving unto Pauline Chance and Louis Chance, an undivided one-fifth interest in and to the oil, gas and other minerals in and under the described real estate In Pauline Chance for and during her natural lifetime and, upon her death to Louis Chance for and during his lifetime; and, upon the death of the survivor of Pauline Chance and Louis Chance, said interest shall pass to their two children, Alexis Chance Danielson and C.

Jean Chance, an undivided one-half each; and, upon the death of Alexis Chance Danielson and C. Jean Chance, said interest shall revert to Miller Chance Investment Corporation, its successors and assigns as stated in Warranty Deed recorded July 7, 1993 in Book 871 at Page 498, [Reception No. 604914](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.

44. 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.
45. Treasurer's Deed for an undivided .5000 interest in and to all oil, gas and other mineral lying in, on and under said premises recorded February 5, 2020 in Book 1036 at Page 414, [Reception No. 748231](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
46. Resolution No. 2021-22 recorded June 2, 2021 in Book 1043 at Page 784, [Reception No. 755596](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
47. 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.**

SCHEDULE A



File No: 233409

1. Commitment Date: **March 07, 2023, 7:00 am**

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

(a) ALTA OWNER'S POLICY
Proposed Insured: **To Be Determined**

(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 [The Logan County Water Conservancy District](#)

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

SEE ATTACHED EXHIBIT "A"

Property Address: **17682 County Road 18.7, Atwood, CO 80722**

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

EXHIBIT "A"

That part of the SE1/4NW1/4 of Section 24 lying East of the railroad right-of-way and North and East of Pawnee Creek in Township 7 North, Range 53 West of the 6th P.M., Logan County, Colorado, which property is also described as follows: Commencing at the Northeast corner of the SE1/4NW1/4 of said Section 24, for a place of beginning; thence South 89°15' West along the quarter section line 450 feet, more or less, to the Union Pacific Railroad Company right-of-way; thence South 29°50' West along the Union Pacific Railroad Company right-of-way, 331 feet to the North bank of Pawnee Creek; thence Southeasterly along the North bank of Pawnee Creek as follows: (a) South 75°10' East 180 feet; (b) South 82°50' East 258 feet; (c) South 69°30' East 100 feet; (d) South 57°30' East 115 feet to the North-South center line of said Section 24; thence North 00°15' West, along the North-South center line of said Section 24, 470 feet, more or less, to the place of beginning

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **March 07, 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. Statement and Map of the Springdale Ditch Company recorded March 7, 1887 in [Book 25 at Page 168](#) of the Logan County, Colorado records.
9. Reservations, if any, as stated in State of Colorado patent recorded May 10, 1889 in [Book 41 at Page 10](#) of the Logan County, Colorado records.
10. Water Deed between Pawnee Ditch & Implement Company and Pawnee Land and Canal Company recorded May 10, 1889 in [Book 41 at Page 14](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Saving, excepting and reserving unto Clyde H. Matlock and Lenor E. Matlock, their heirs and assigns, an undivided one half (1/2) interest in and to all of the oil, gas and other minerals lying in, on and under the described property, together with the right of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Warranty Deed recorded March 29, 1952 in Book 415 at Page 502, [Reception No. 360832](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Saving, excepting and reserving unto Roderick L. Norcott, and his predecessors in interest, an undivided one-half interest in and to all of the oil, gas and other minerals in, on and under the said premises, together with the right of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Warranty Deed recorded April 10, 1961 in Book 544 at Page 350, [Reception No. 429120](#) of the Logan County,

Colorado records, together with any and all assignments thereof or interests therein.

13. Agreement between Union Pacific Railroad Company and The Springdale Ditch Company recorded December 15, 1961 in Book 551 at Page 552, [Reception No. 434159](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
14. Easement between The Springdale Ditch Company and American Telephone and Telegraph Company recorded November 16, 1988 in Book 832 at Page 245, [Reception No. 585263](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. 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.
16. Treasurer's Deed for an undivided .5000 interest in and to all oil, gas and other mineral lying in, on and under said premises recorded February 5, 2020 in Book 1036 at Page 414, [Reception No. 748231](#), together with any and all assignments thereof or interests therein.
17. Resolution No. 2021-22 recorded June 2, 2021 in Book 1043 at Page 784, [Reception No. 755596](#) of the Logan County, Colorado records.
18. Taxes and assessments for the year 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.

**PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION**

Date: _____

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

- 1) I have read the **Logan County Water Conservancy District Land Auction** Due Diligence Packet and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **April 25, 2023 @ 10:30 AM, MT in Sterling, CO.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Due Diligence Packet and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. Bank loan approval letter with no contingencies.
- 5) Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
- 6) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: **In-Person** **Online** **Phone/Proxy**

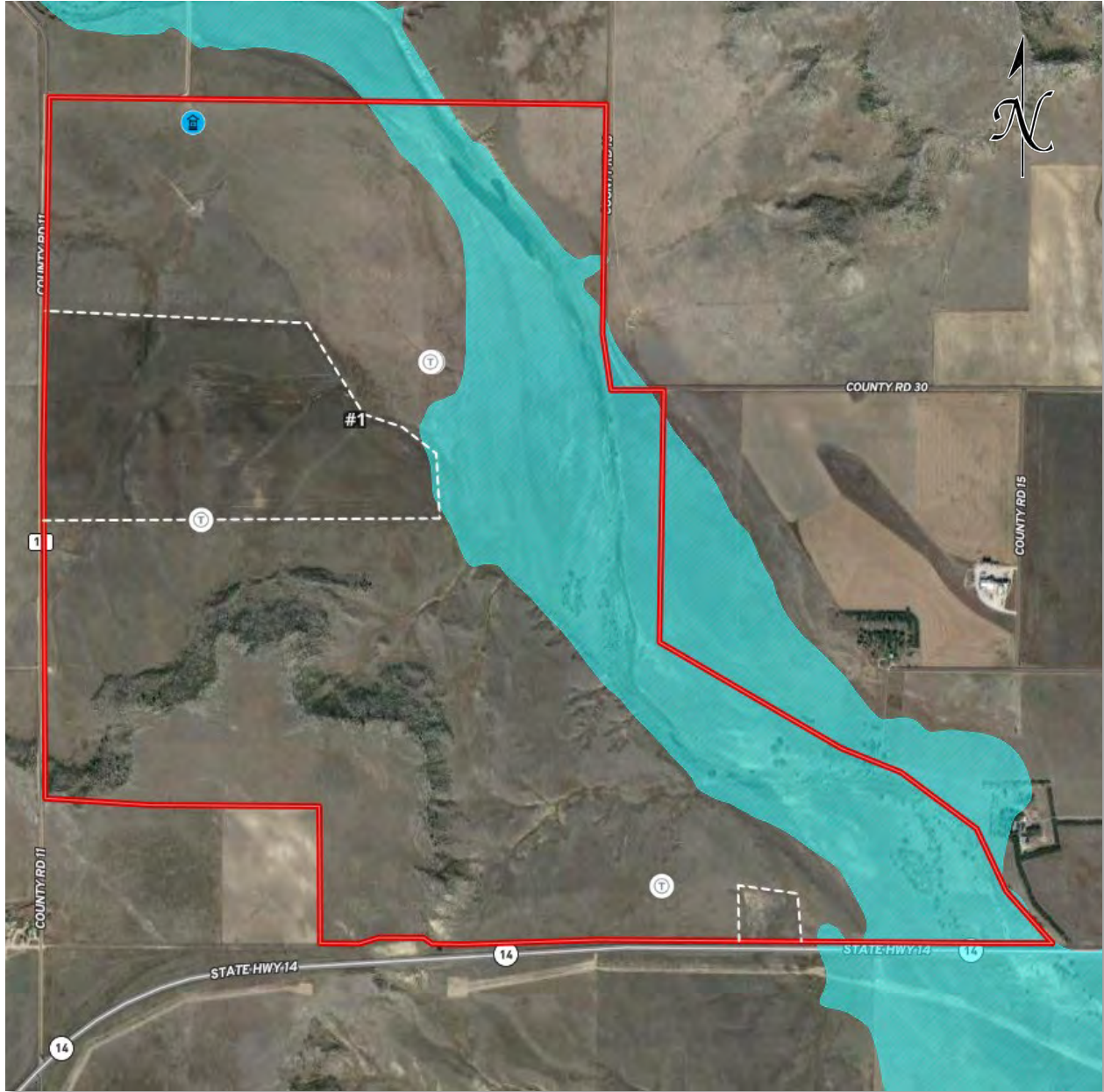
Bidder(s) or Entity requesting approval:

Signature(s):

Bidder #:
(Office Use Only)

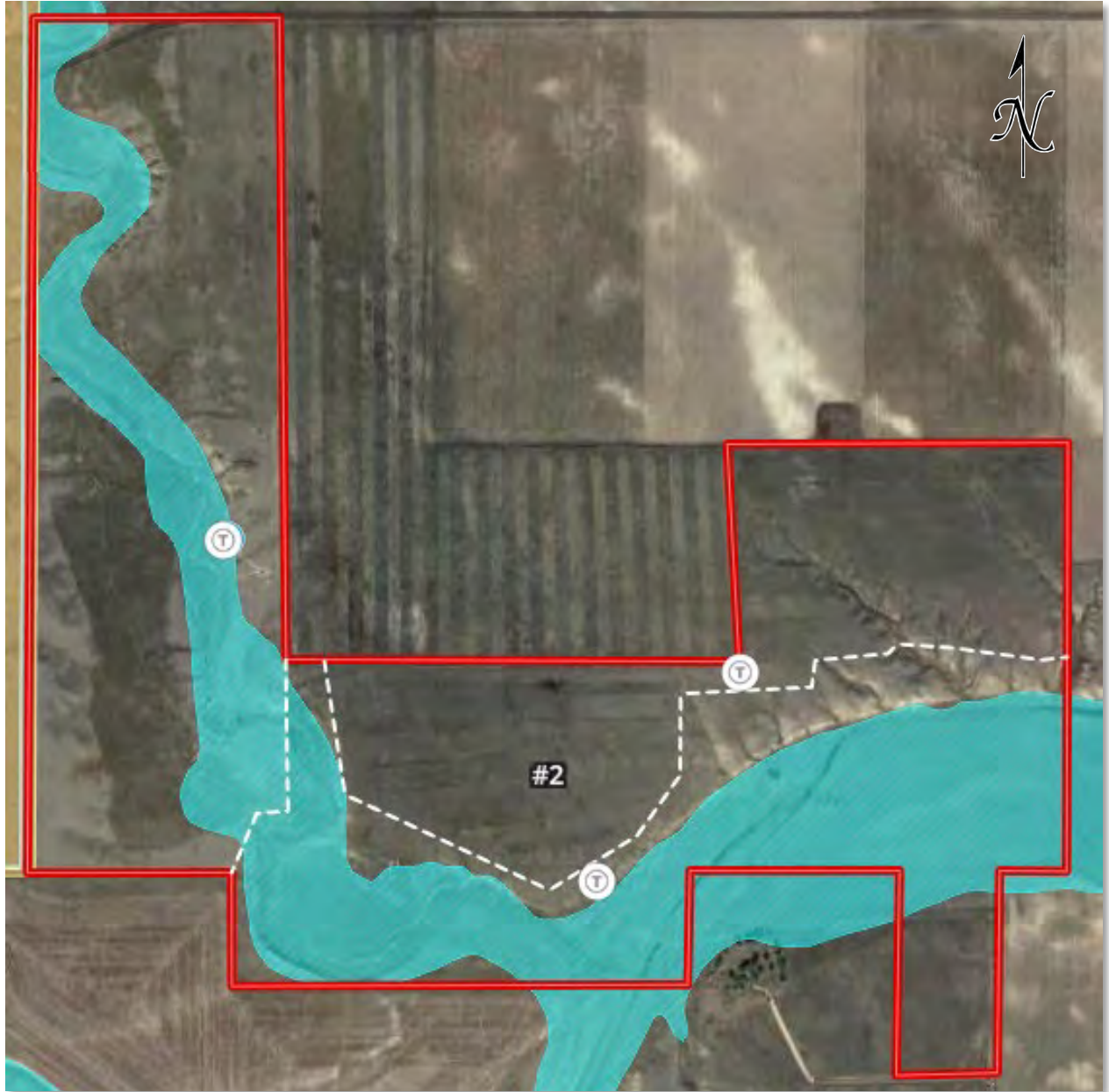
**Parcel
#1**

Flood Plain Map



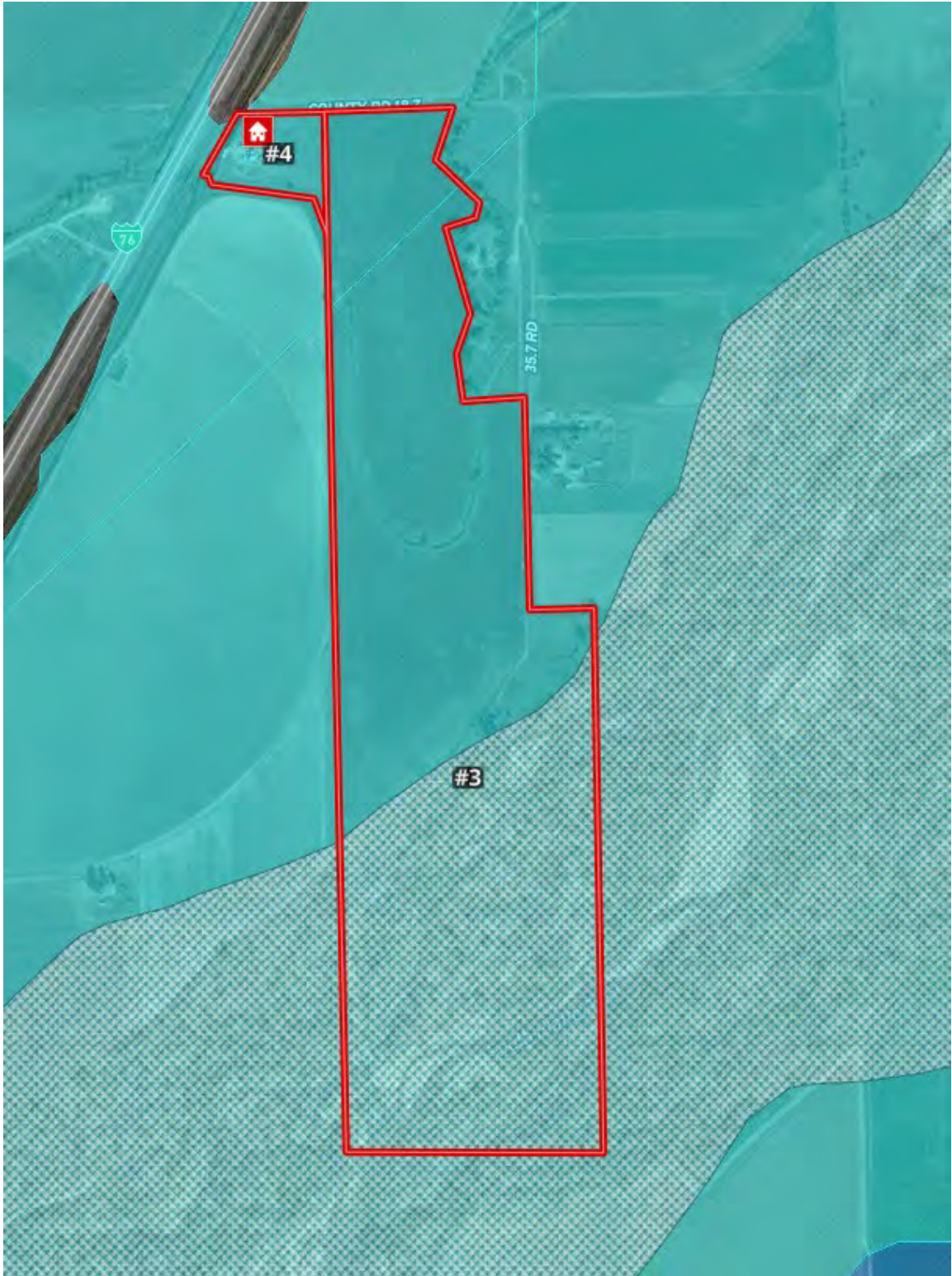
**Parcel
#2**

Flood Plain Map



**Parcels
#3-#4**

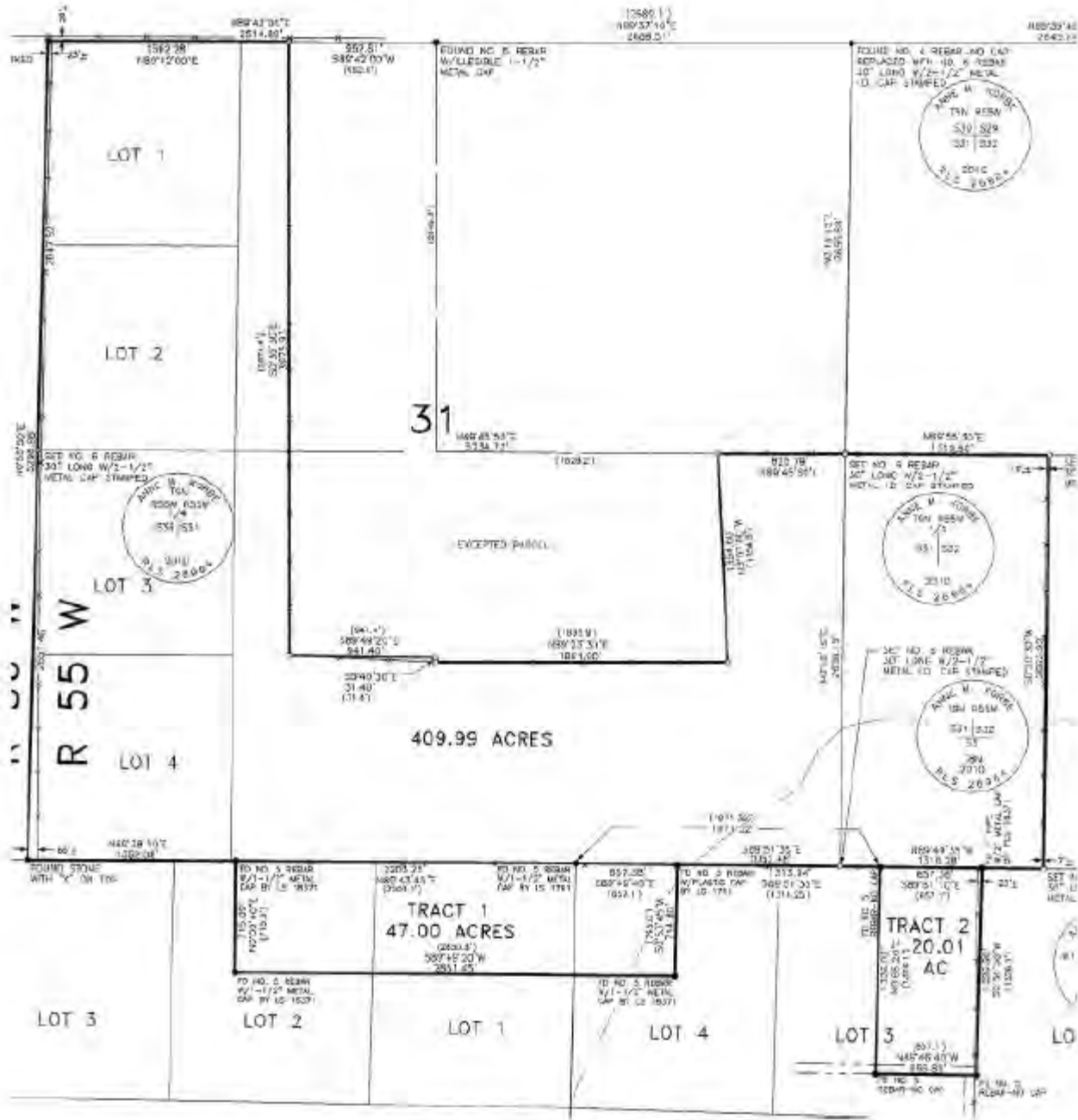
Flood Plain Map





Survey Plat

PARCEL #2 SURVEY



Parcel #4

Property Sketch

