

**DUE DILIGENCE PACKET
WERNSMAN FAMILY FARMS, LLC
LAND AUCTION
August 31, 2023
PRINTED: August 14, 2023**

WERNSMAN FAMILY FARMS, LLC LAND AUCTION

Logan County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, August 31, 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



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(970) 522-7770 or 1-800-748-2589
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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 Wernsman Family is selling their Logan County properties to relocate to Nebraska. A variety of properties are being offered for sale which include pivot irrigated, dryland, pasture, and rural acreages. The attractive feature of the properties being offered for sale is LOCATION, LOCATION, LOCATION. If you are looking to add pivot irrigation and/or dryland to your current operation or rural acreage to build your country home, all of the properties are located within 6 – 8 miles NW of Sterling, CO.

AUCTION PROCEDURE: The "WERNSMAN FAMILY FARM, LLC LAND AUCTION" is a land auction with RESERVE. The Wernsman Family Farm, LLC property to be offered as a "MULTI PARCEL" Auction in 14 Parcels and 5 Combos. The parcels and combos will be offered in the sale order as stated within the brochure. The parcels and combos will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

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 #1A & #1B and 5% for Parcels #2A - #9. Earnest money 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 October 6, 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 General 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 and 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; and 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 upon closing. Upon signing of contract and the earnest money clearing, Buyer(s) may enter onto the property and complete the necessary fieldwork to plant crops. Any completion of fieldwork and planting of crops does not constitute a farm lease. If Buyer(s) defaults and doesn't close, all fieldwork, crop expenses, and earnest money is forfeited to Seller. If closing does not occur due to the default of Seller, Seller to reimburse Buyer(s) for fieldwork completed at custom rates and invoiced crop expenses.

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: Together with all water wells and equipment, well permits, water, water rights, appurtenant to the property whether for irrigation, domestic, or livestock purposes. Seller to convey and assign all right, title, and interest to Logan Well Users Augmentation Plan. Seller to pay for augmentation usage for the time period in 2023 prior to closing. Said augmentation usage may not be billed until after closing. Seller's commitment to pay the augmentation usage survives the closing. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources and the Logan Well Users Augmentation Plan. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or condition of all irrigation equipment. Seller to convey all irrigation equipment to Buyer(s).

GROWING CROPS: No growing crops.

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

REAL ESTATE TAXES: 2023 real estate taxes due in 2024 to be paid by Seller, at closing, based on the 2022 due in 2023 taxes and shall be considered paid in full.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combos and a survey is required to create a metes and bounds legal description and/or subdivision exemption approval, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 45 days or longer if necessary to complete said survey and/or subdivision exemption completion.

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

NOXIOUS WEEDS: There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, etc). The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from FSA office and/or county tax records. Both sources may indicate different acreages. 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.

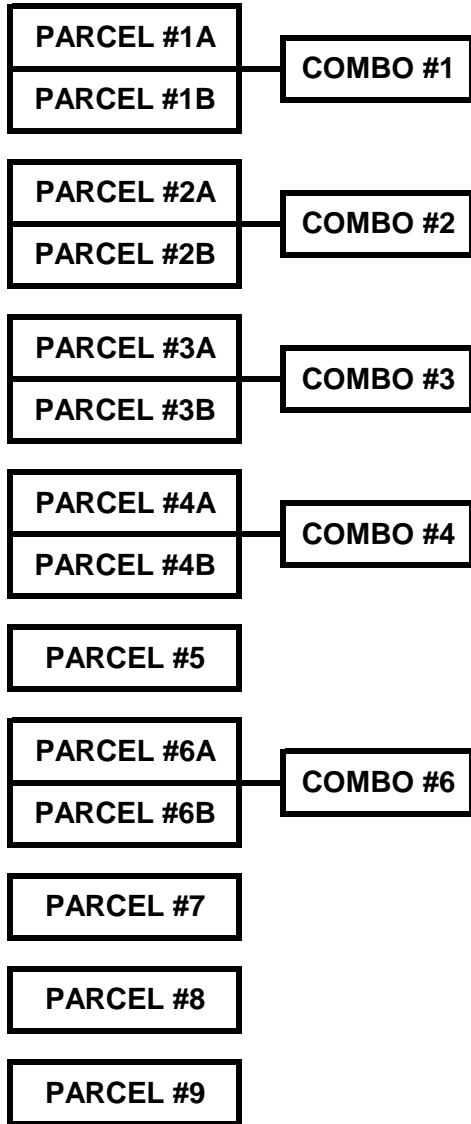
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) 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. All equipment and improvements are to be sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the "Wernsman Family Farms, LLC 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.

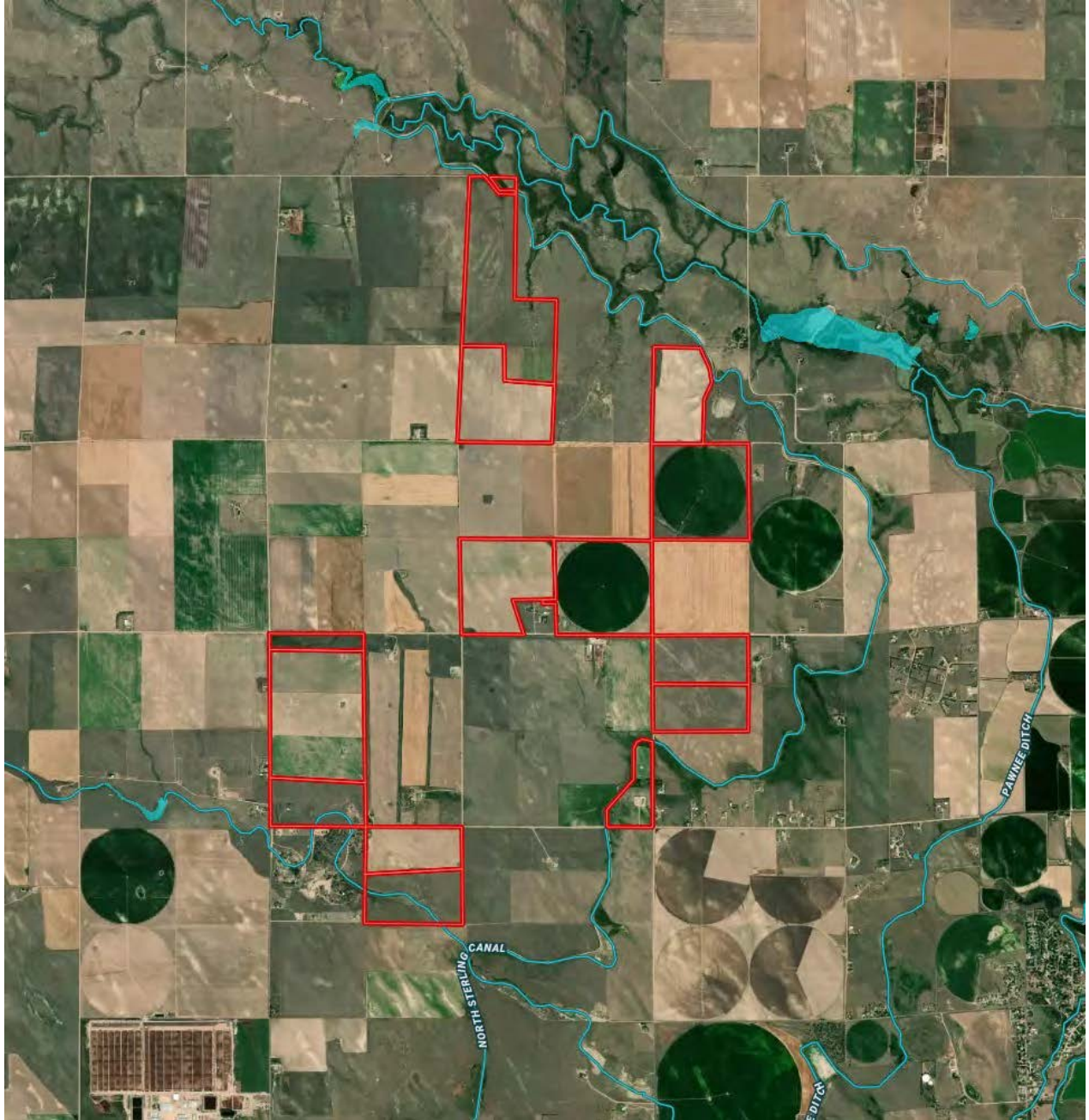
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Auction Bracket & Sale Order

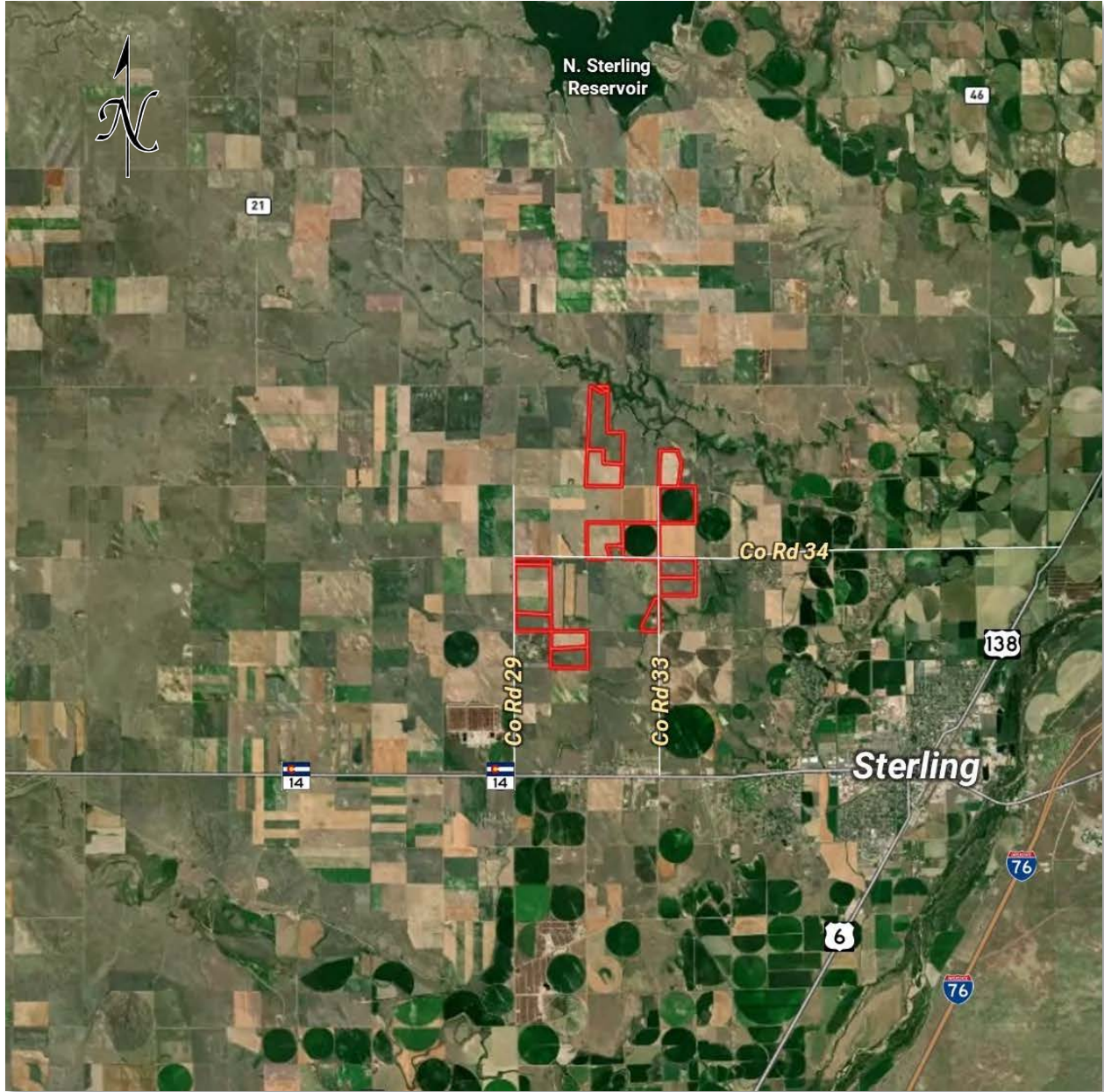


SALE ORDER
PARCEL #1A
PARCEL #1B
COMBO #1
PARCEL #2A
PARCEL #2B
COMBO #2
PARCEL #3A
PARCEL #3B
COMBO #3
PARCEL #4A
PARCEL #4B
COMBO #4
PARCEL #5
PARCEL #6A
PARCEL #6B
COMBO #6
PARCEL #7
PARCEL #8
PARCEL #9

Aerial Parcel Map



Location Map



**Parcel
#1A**

Parcel Map



Parcel Information

**Parcel
#1A**

Legal Description:

SE1/4 plus a tract in SW1/4 of Section 10, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 114-119 for legal description and title commitment. See separate document for title exceptions.

Acreage:

120.0± Ac Pivot Irrigated

38.7± Ac Corners

4.6± Ac Roads /Waste

163.3± Ac Total

Land Tenure:

See Soils Map on Page 44.

Taxes:

2022 real estate taxes paid in 2023 were: \$1,940.72

FSA Information:

FSA bases: 9.2 ac wheat base w/25 bu PLC yield; 113.0 ac corn base w/171 bu PLC yield; 9.8 ac oat base w/36 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit 78739-F. Equipment includes a GE 75 hp electric motor w/pump w/auto dripper, 8 tower 2012 Reinke pivot, renozzled in 2023, FieldNET controller; Irrigation well was redrilled in 5/2015, See Pages 53-57 for copy of well construction, well log, pump installation, and State of Colorado flow test. Well is included within the Logan Well Users Augmentation plan.

Comments:

Parcel planted to alfalfa.



**Parcel
#1B**

Parcel Map



Parcel Information



Legal Description:

NW1/4 of Section 11, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 114-119 for legal description and title commitment. See separate document for title exceptions.

Acreage:

119.4± Ac Pivot Irrigated

40.5± Ac Corners

4.1± Ac Roads/Waste

164.0± Ac Total

Land Tenure:

See Soils Map on Page 45.

Taxes:

2022 real estate taxes paid in 2023 were: \$1,967.78

FSA Information:

FSA bases: 94.3 ac corn base w/158 bu PLC yield.

Irrigation Water & Equipment:

Irrigation Well Permit #14317-F. Equipment includes Westinghouse 50 hp electric motor with pump w/auto dripper, 7 tower 2006 Zimmatic pivot, renozzled in 2023, FieldNET controller; See Pages 58-62 for copy of well permit, log, and State of Colorado flow test. Well is included within the Logan Well Users Augmentation plan.

Well Permit #39773. Livestock well with tire tank. See Pages 63-66 for copy of well permit.

Comments:

Parcel currently planted to oat/perennial grass mix.



**Combo
#1**

Combo Map



Combo Information

**Combo
#1**

Legal Description:

See Parcels #1A & #1B.

Acreage:

239.4± Ac Pivot Irrigated

79.2± Ac Grass Corners

8.7± Ac Roads/Waste

327.3± Ac Total

Taxes:

2022 real estate taxes paid in 2023 were: \$3,908.50

Land Tenure:

See Parcels #1A & #1B.

FSA Information:

FSA bases: 9.2 ac wheat base, 207.3 ac corn base, 9.8 ac oat base.

Irrigation Water & Equipment:

See Parcels #1A & #1B.

Comments:

See Parcels #1A & #1B.



**Parcel
#2A**

Parcel Map



Parcel Information



**Parcel
#2A**

Legal Description:

Part of SW1/4 of Section 3, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 120-124 for legal description and title commitment. See separate document for title exceptions.

If Parcel sells separately from Parcel #8, a survey will be completed to create a metes and bounds legal description

Acreage:

124.2± Ac Dryland

3.9± Ac Roads/waste

128.1± Ac Total

Land Tenure:

See Soils Map on Page 46.

Taxes:

2022 real estate taxes paid in 2023 were: \$426.63

FSA Information:

FSA bases: 97.6 ac wheat base w/37 bu PLC yield.

Comments:

Parcel currently planted to feed sorghum to be harvested.



**Parcel
#2B**

Parcel Map



Parcel Information



Legal Description:

SW1/4 of Section 10 except 2 tracts in SE1/4SW1/4, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 120-124 for legal description and title commitment. See separate document for title exceptions.

Acreage:

131.7± Ac Dryland

3.0± Ac Roads/waste

134.7± Ac Total

Land Tenure:

See Soils Map on Page 47.

Taxes:

2022 real estate taxes paid in 2023 were: \$436.65

FSA Information:

FSA bases: 87.8 ac wheat w/34 bu PLC yield.

Comments:

Parcel currently planted to feed sorghum to be harvested.



**Combo
#2**

Combo Map



Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B.

Acreage:

255.9± Ac Dryland

6.9± Ac Roads/waste

262.8± Ac Total

Land Tenure:

See Parcels #2A & #2B.

Taxes:

2022 real estate taxes paid in 2023 were: \$863.28

FSA Information:

FSA bases: 185.4 ac wheat base.

Comments:

See Parcels #2A & #2B.



**Parcel
#3A**

Parcel Map



Parcel Information

**Parcel
#3A**

Legal Description:

N1/2NW1/4 of Section 14, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 125-127 for legal description and title commitment. See separate document for title exceptions.

Acreage:

79.2± Ac Pasture

3.5± Ac Roads/Waste

82.7± Ac Total

Taxes:

2022 real estate taxes paid in 2023 were: \$270.33

Well Information:

Domestic/Stock well Permit #282619. Electric well with 2 tanks via pipeline. See Page 67 for copy of well permit.



**Parcel
#3B**

Parcel Map



Parcel Information



Legal Description:

S1/2NW1/4 of Section 14, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 125-127 for legal description and title commitment. See separate document for title exceptions.

Acreage:

79.1± Ac Pasture

.4± Ac Roads/waste

79.5± Ac Total

Taxes:

2022 real estate taxes paid in 2023 were: \$270.33



**Combo
#3**

Combo Map



Combo Information

**Combo
#3**

Legal Description:

See Parcels #3A & #3B.

Acreage:

158.3± Ac Pasture

3.9± Ac Roads/waste

162.2± Ac Total

Taxes:

2022 real estate taxes paid in 2023 were: \$540.66

Well Information:

See Parcel #3A.

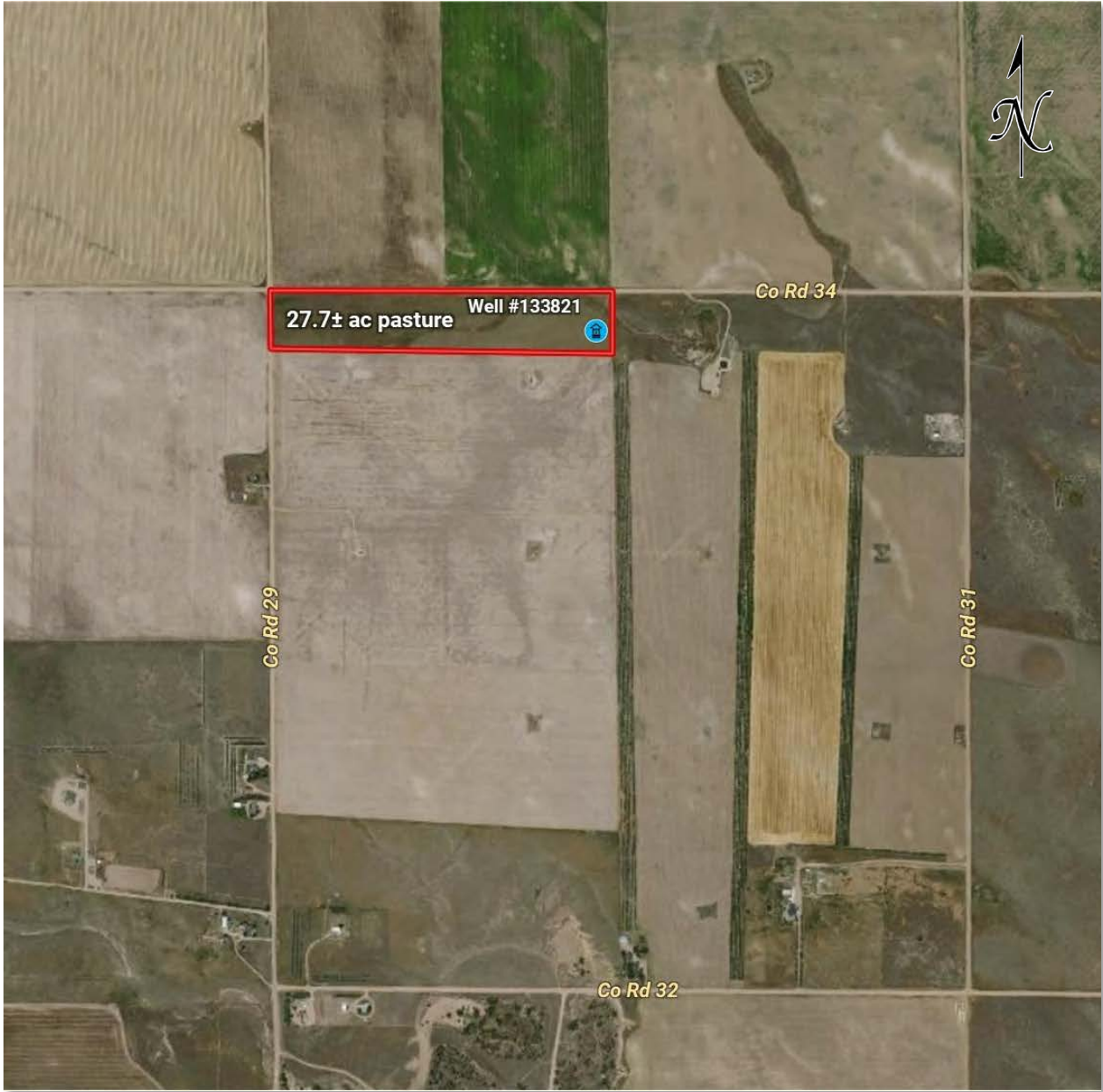
Comments:

See Parcels #3A & #3B.



**Parcel
#4A**

Parcel Map



Parcel Information



**Parcel
#4A**

Legal Description:

Parcel in NW1/4 of Section 16, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 128-131 for legal description and title commitment. See separate document for title exceptions.

If Parcel #4A sells separately from Parcel #4B, a survey will be completed and subdivision exemption approved.

Acreage:

27.7± Ac Pasture

Taxes:

2022 real estate taxes paid in 2023 were: \$16.19

Well Information:

Well Permit #133821. See Pages 68-73 for copy of well registration and original well log.

Comments:

Parcel currently planted to grass.



**Parcel
#4B**

Parcel Map



Parcel Information



**Parcel
#4B**

Legal Description:

A parcel in the NW1/4 and a parcel in the SW1/4 of Section 16, Township 8 North, Range 53 West of the 6th PM, Logan County, CO

See Pages 128-131 for legal description and title commitment. See separate document for title exceptions.

A survey will be completed to create a metes and bounds legal description.

Acreage:

213.9± Ac Dryland

2.6± Ac Roads/waste

216.5± Ac Total

Land Tenure:

See Soils Map on Page 48.

Taxes:

2022 real estate taxes paid in 2023 were: \$400.63

FSA Information:

FSA bases: 133.1 ac wheat base w/37 bu PLC yield.

Comments:

Parcel is currently fallowed.



**Combo
#4**

Combo Map



Combo Information

**Combo
#4**

Legal Description:

See Parcels #4A & #4B.

Acreage:

27.7± Ac Pasture
213.9± Ac Dryland
2.6± Ac Roads/waste
<hr/>
244.2± Ac Total

Land Tenure:

See Parcel #4B.

Taxes:

2022 real estate taxes paid in 2023 were: \$416.82

FSA Information:

FSA bases: 133.1 ac wheat base

Well Information:

See Parcel #4A.

Comments:

See Parcels #4A & #4B.



**Parcel
#5**

Parcel Map



Parcel Information



Legal Description:

A parcel in the S1/2SW1/4 of Section 16, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 132-135 for legal description and title commitment. See separate document for title exceptions.

Survey to be completed to create a metes and bounds legal description.

Acreage:

74.2± Ac Pasture

3.1± Ac Roads/waste

77.3± Ac Total

Improvements:

Address: 14045 County Road 32, Sterling, CO

See Pages 103-112 for Seller's Property Disclosure.

Taxes:

2022 real estate taxes paid in 2023 were: \$268.85

Well Information:

Well Permit #99046. See Pages 74-79 for copy of well permit.

Comments:

Parcel currently planted to grass.



**Parcel
#6A**

Parcel Map



Parcel Information



**Parcel
#6A**

Legal Description:

A parcel in NE1/4 of Section 21, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 136-138 for legal description and title commitment. See separate document for title exceptions.

If Parcel #6A sells separately from #6B, #6A to be sold subject to a 30 foot access easement along west property line for access to Parcel #6B. If Parcels #6A & #6B sell separately, a survey to be completed to create a metes and bounds legal description.

Acreage:

71.2± Ac Dryland

4.6± Ac Roads/Waste

75.8± Ac Total

Land Tenure:

See Soils Map on Page 49.

Taxes:

2022 real estate taxes paid in 2023 were: \$194.66

FSA Information:

FSA bases: 47.5 ac wheat w/34 bu PLC yield.

Comments:

Parcel is currently fallowed.



**Parcel
#6B**

Parcel Map



Parcel Information



**Parcel
#6B**

Legal Description:

A parcel in NE1/4 of Section 21, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 136-138 for legal description and title commitment. See separate document for title exceptions.

If Parcel #6A sells separately from #6B, #6A to be sold subject to a 30 foot access easement along west property line for access to Parcel #6B. If Parcels #6A & #6B sell separately, a survey to be completed to create a metes and bounds legal description.

Acreage:

90.0± Ac Pasture

Taxes:

2022 real estate taxes paid in 2023 were: \$55.90

Comments:

Parcel is in grass. Current fence lies south of current property line.



**Combo
#6**

Combo Map



Combo Information

**Combo
#6**

Legal Description:

See Parcels #6A & #6B.

Acreage:

90.0± Ac Pasture

71.2± Ac Dryland

4.6± Ac Roads/waste

165.8± Ac Total

Land Tenure:

See Parcel #6A.

Taxes:

2022 real estate taxes paid in 2023 were: \$250.56

FSA Information:

FSA bases: 47.5 ac wheat base.

Comments:

See Parcels #6A & #6B.



**Parcel
#7**

Parcel Map



Parcel Information



Legal Description:

A parcel in the SW1/4 of Section 2, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 139-142 for legal description and title commitment. See separate document for title exceptions.

Acreage:

84.2± Ac Dryland

5.0± Ac Roads/waste

89.2± Ac Total

Land Tenure:

See Soils Map on Page 50.

Taxes:

2022 real estate taxes paid in 2023 were: \$256.48

FSA Information:

FSA bases: 41.9 ac wheat base w/ 27 bu PLC yield.

Comments:

Parcel currently planted to millet to be harvested.



**Parcel
#8**

Parcel Map



Parcel Information



**Parcel
#8**

Legal Description:

A parcel in NW1/4 & SW1/4 of Section 3, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 143-146 for legal description and title commitment. See separate document for title exceptions.

If Parcel #2A sells separately from Parcel #8, a survey to be completed to create a metes and bounds legal description.

Acreage:

213.2± Ac grass

Land Tenure:

See Soils Map on Page 51.

Taxes:

2022 real estate taxes paid in 2023 were: \$392.09

FSA Information:

FSA bases: 29.5 ac wheat base w/27 bu PLC yield, 11.8 ac corn base w/116 PLC yield.

Comments:

Parcel planted to grass. Tank located in the lower portion of property. Water provided by adjacent property owner. No guarantee of continued use.



**Parcel
#9**

Parcel Map



Parcel Information

**Parcel
#9**

Legal Description:

All that part of the SE1/4 lying S of Irrigation Canal of Section 15, Township 8 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 147-150 for legal description and title commitment. See separate document for title exceptions.

Survey to be completed to create a metes and bounds legal description.

Acreage:

32.9± Ac Sub-irrigated

11.1± Ac Roads, grass, improvement site, waste

44.0± Ac Total

Land Tenure:

See Soils Map on Page 52.

Taxes:

2022 real estate taxes paid in 2023 were: \$161.92

FSA Information:

FSA bases: 4.4 ac corn base w/116 PLC yield, 11.1 ac wheat base w/27 bu PLC yield.

Well Information:

Unpermitted domestic/stock well.

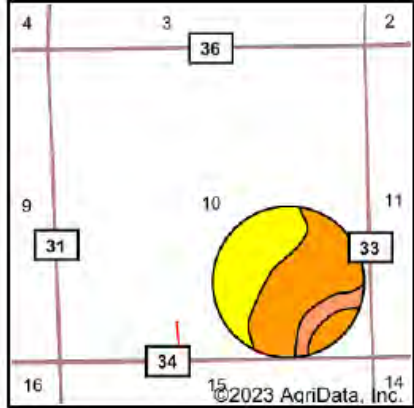
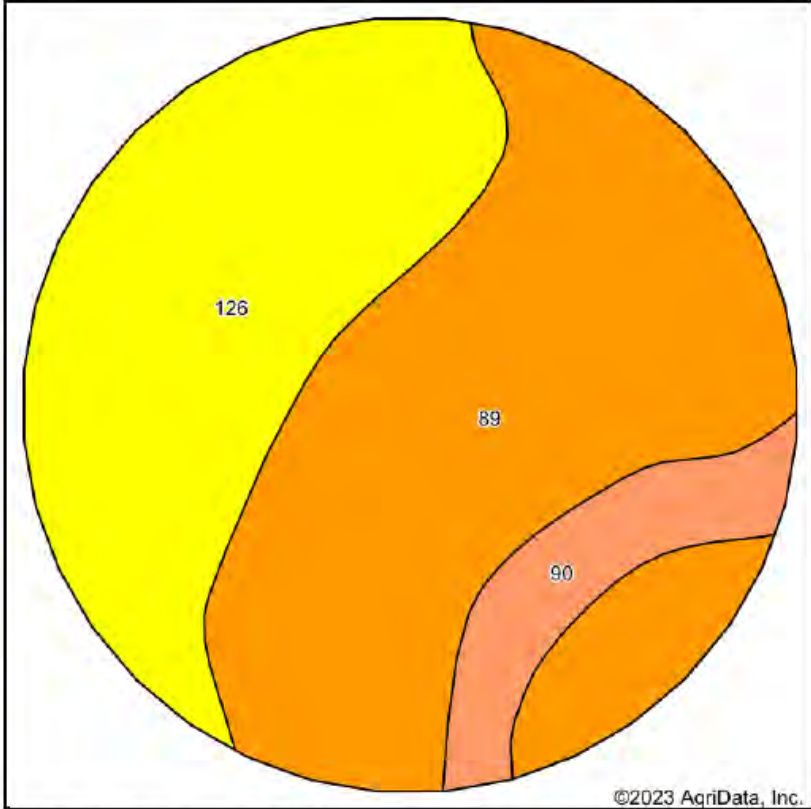
Comments:

Separator and tank battery located on south portion of property, injection well located on north portion of property.



Soils Map

Parcel #1A



State: **Colorado**
 County: **Logan**
 Location: **10-8N-53W**
 Township: **Sterling**
 Acres: **119.61**
 Date: **8/14/2023**



Soils data provided by USDA and NRCS.

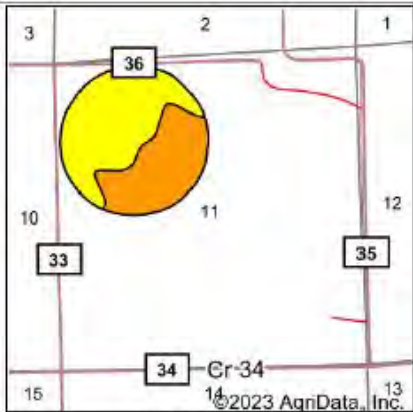
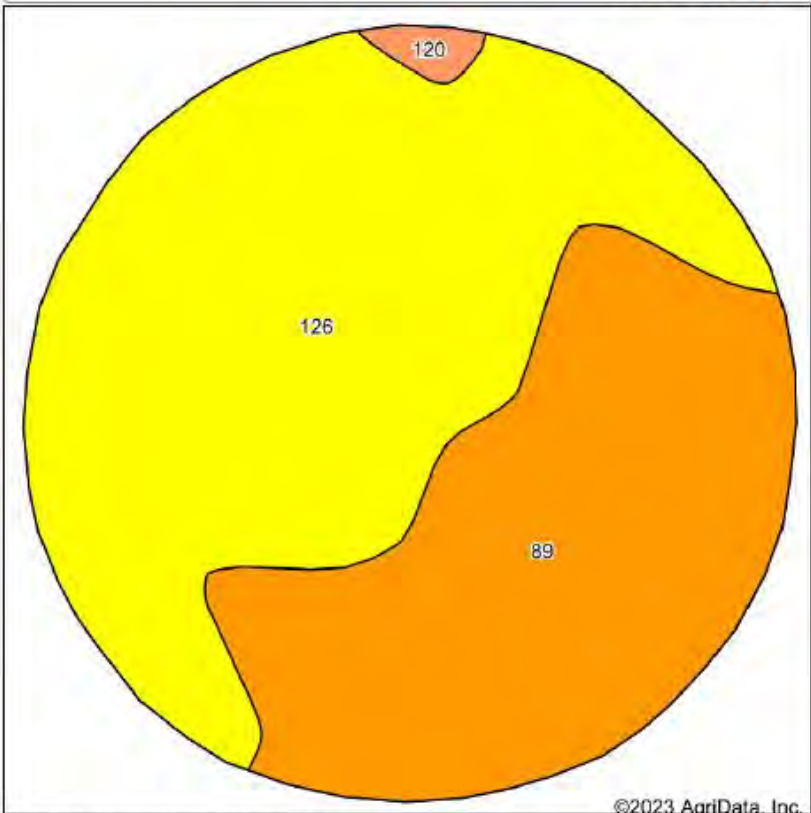
Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Wheat Irrigated Bu
89	Platner loam, 0 to 3 percent slopes	64.18	53.7%		IIIs	6
126	Weld loam, 1 to 3 percent slopes	45.06	37.7%		IIe	
90	Platner loam, 3 to 5 percent slopes	10.37	8.7%		IVe	
Weighted Average					2.71	3.2



Parcel #1B

Soils Map



State: **Colorado**
 County: **Logan**
 Location: **11-8N-53W**
 Township: **Sterling**
 Acres: **119.43**
 Date: **7/20/2023**




Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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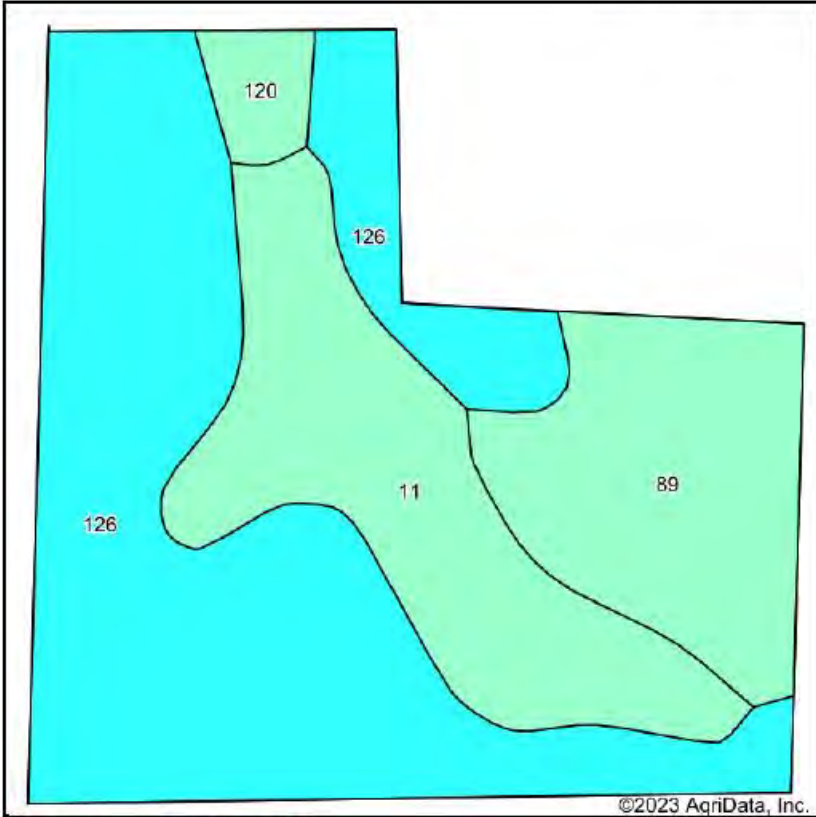
Soils data provided by USDA and NRCS.

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Area Symbol: CO075, Soil Area Version: 17					
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class
126	Weld loam, 1 to 3 percent slopes	68.88	57.7%		Ile
89	Platner loam, 0 to 3 percent slopes	49.39	41.4%		IIIs
120	Wages loam, 5 to 9 percent slopes	1.16	1.0%		IVe
Weighted Average					2.43



Soils Map



State: **Colorado**
 County: **Logan**
 Location: **3-8N-53W**
 Township: **Sterling**
 Acres: **126.55**
 Date: **8/14/2023**

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

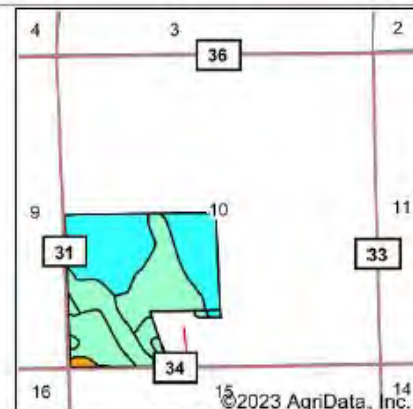
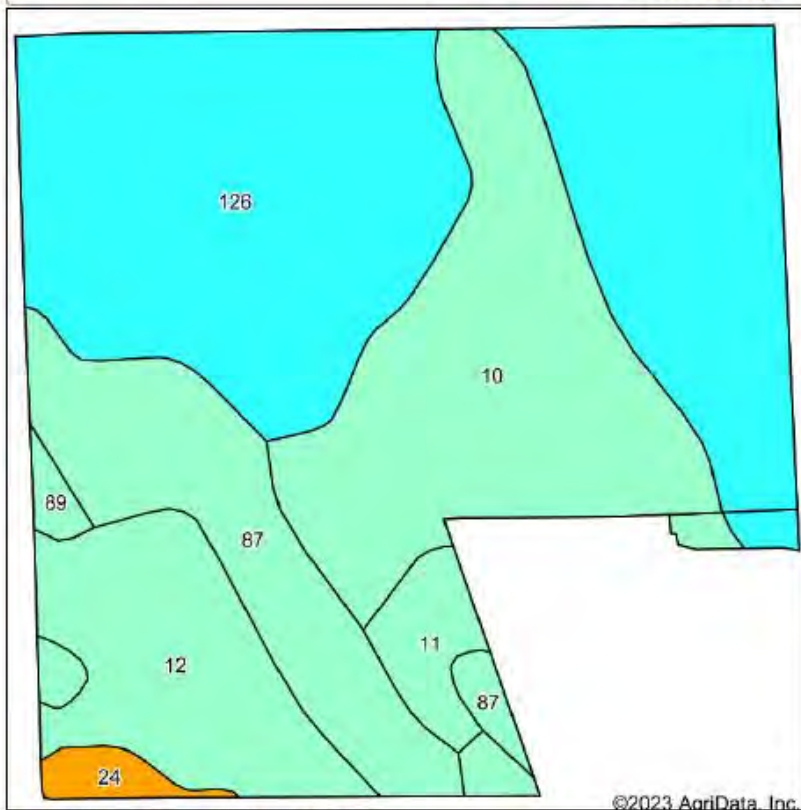
Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weld loam, 1 to 3 percent slopes	68.50	54.1%		IIIc	
11	Ascalon sandy loam, sandy substratum, 3 to 5 percent slopes	30.40	24.0%		IVs	
89	Platner loam, 0 to 3 percent slopes	24.22	19.1%		IVs	
120	Wages loam, 5 to 9 percent slopes	3.43	2.7%		IVe	20
Weighted Average					3.46	0.5



Parcel #2B

Soils Map










State: **Colorado**
 County: **Logan**
 Location: **10-8N-53W**
 Township: **Sterling**
 Acres: **132.9**
 Date: **7/20/2023**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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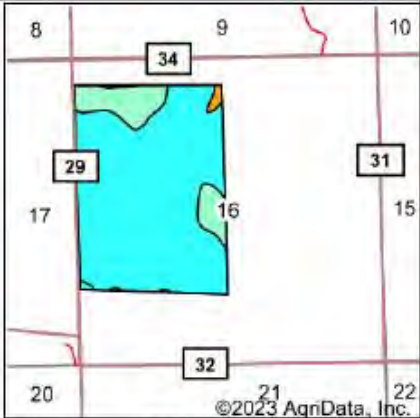
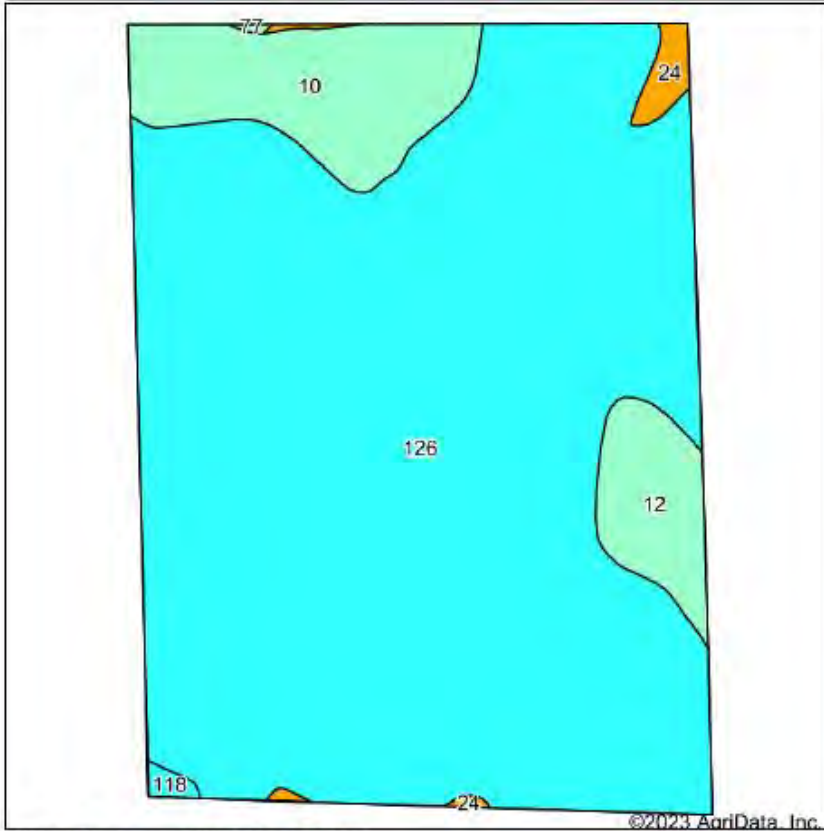


Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weld loam, 1 to 3 percent slopes	61.51	46.3%		IIIc	
10	Ascalon sandy loam, 0 to 3 percent slopes	30.87	23.2%		IVc	27
87	Platner sandy loam, 0 to 3 percent slopes	17.44	13.1%		IVe	
12	Ascalon sandy loam, 5 to 9 percent slopes	16.05	12.1%		IVc	
11	Ascalon sandy loam, sandy substratum, 3 to 5 percent slopes	3.76	2.8%		IVs	
24	Dix-Altvan complex, 10 to 30 percent slopes	1.65	1.2%		VIs	
89	Platner loam, 0 to 3 percent slopes	1.62	1.2%		IVs	
Weighted Average					3.56	6.3



Soils Map



State: **Colorado**
 County: **Logan**
 Location: **16-8N-53W**
 Township: **Sterling**
 Acres: **213.92**
 Date: **7/20/2023**



Soils data provided by USDA and NRCS.

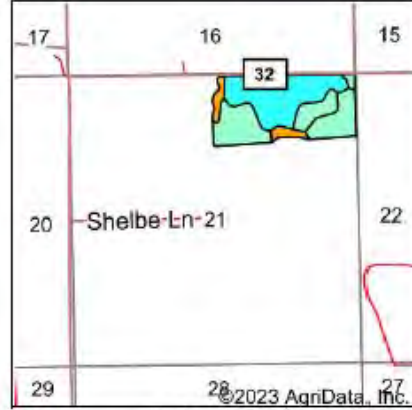
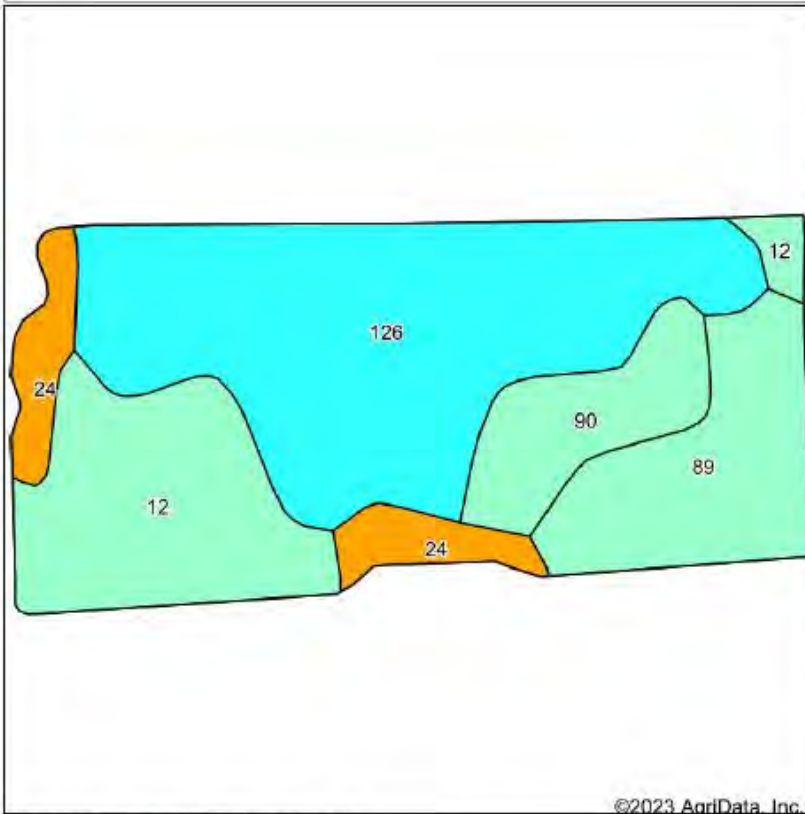
Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weld loam, 1 to 3 percent slopes	182.84	85.5%		IIIc	
10	Ascalon sandy loam, 0 to 3 percent slopes	19.26	9.0%		IVc	27
12	Ascalon sandy loam, 5 to 9 percent slopes	8.87	4.1%		IVc	
24	Dix-Altvan complex, 10 to 30 percent slopes	2.20	1.0%		VIIs	
118	Wages loam, 0 to 3 percent slopes	0.62	0.3%		IIIc	
77	Nunn loam, 1 to 3 percent slopes	0.13	0.1%		IVe	
Weighted Average					3.16	2.4



Parcel #6A

Soils Map



State: **Colorado**
 County: **Logan**
 Location: **16-8N-53W**
 Township: **Sterling**
 Acres: **71.15**
 Date: **7/20/2023**



Soils data provided by USDA and NRCS.

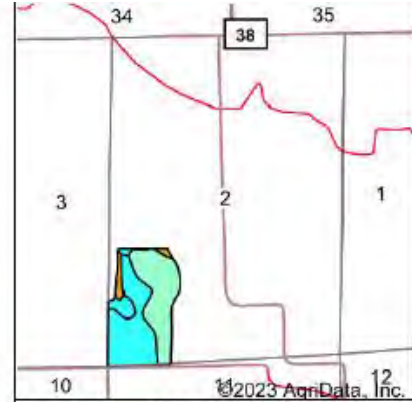
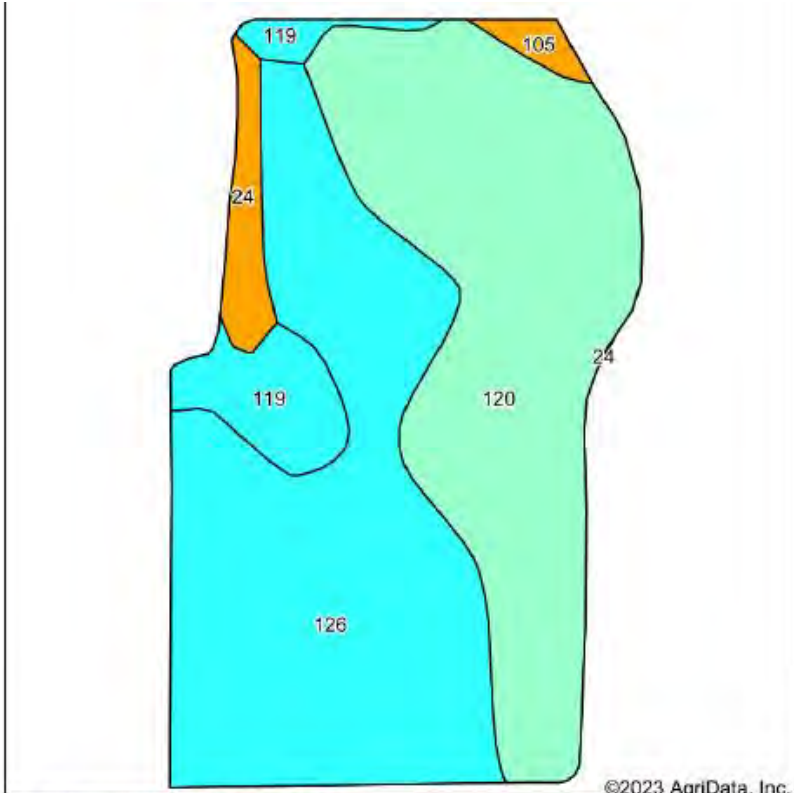
©2023 AgriData, Inc.

Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weld loam, 1 to 3 percent slopes	32.39	45.5%		IIIc	
12	Ascalon sandy loam, 5 to 9 percent slopes	15.32	21.5%		IVc	
89	Platner loam, 0 to 3 percent slopes	11.41	16.0%		IVs	3
90	Platner loam, 3 to 5 percent slopes	6.95	9.8%		IVe	
24	Dix-Altvan complex, 10 to 30 percent slopes	5.08	7.1%		VI s	
Weighted Average					3.69	0.5



Soils Map



State: **Colorado**
 County: **Logan**
 Location: **2-8N-53W**
 Township: **Sterling**
 Acres: **84.15**
 Date: **7/20/2023**



Soils data provided by USDA and NRCS.

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Maps Provided By:



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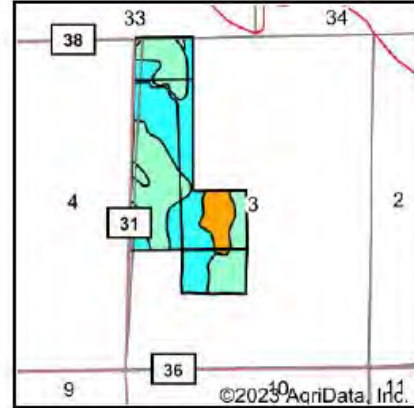
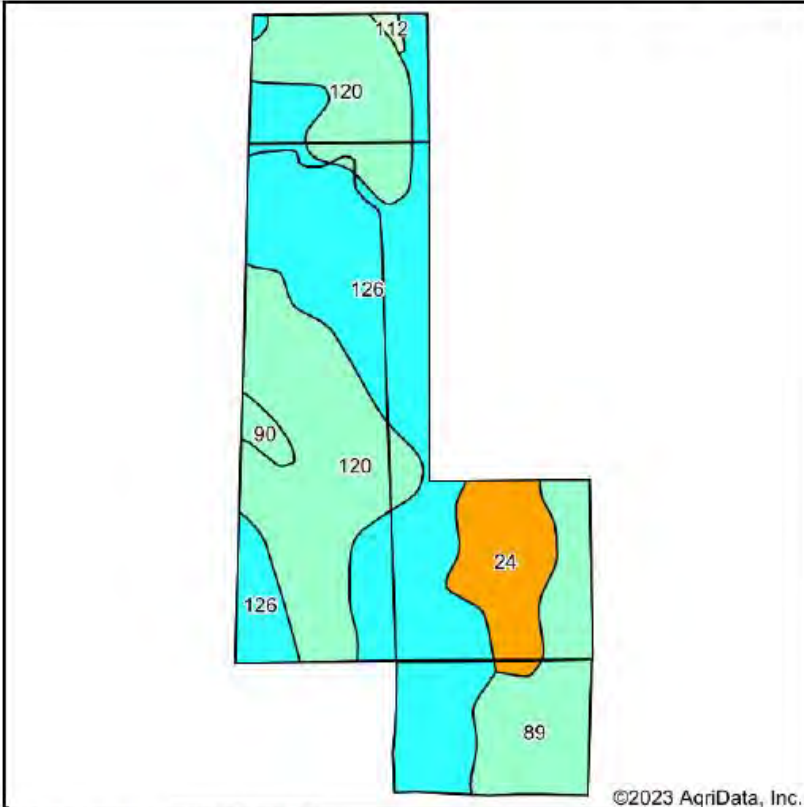
Area Symbol: C0075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weid loam, 1 to 3 percent slopes	38.94	46.3%		IIIc	
120	Wages loam, 5 to 9 percent slopes	35.93	42.7%		IVe	20
119	Wages loam, 3 to 5 percent slopes	5.58	6.6%		IIIe	24
24	Dix-Altvan complex, 10 to 30 percent slopes	2.75	3.3%		VIc	
105	Stoneham sandy loam, 3 to 9 percent slopes	0.95	1.1%		VIe	
Weighted Average					3.56	10.1



Parcel #8

Soils Map



State: **Colorado**
 County: **Logan**
 Location: **3-8N-53W**
 Township: **Sterling**
 Acres: **212.1**
 Date: **7/25/2023**



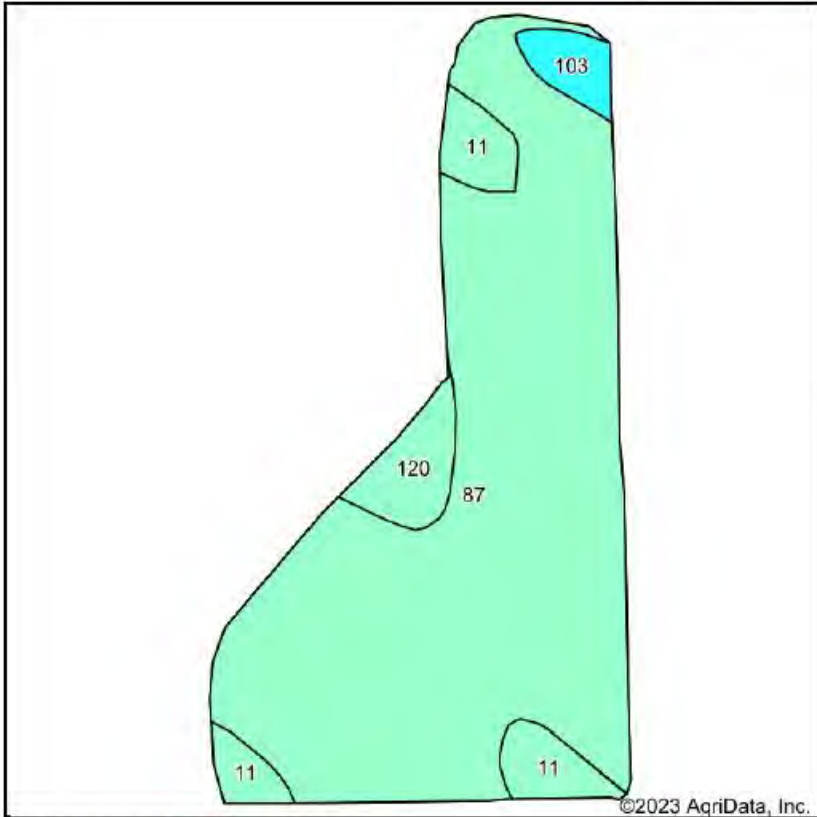
Soils data provided by USDA and NRCS.

Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
126	Weld loam, 1 to 3 percent slopes	93.34	44.0%		IIIc	
120	Wages loam, 5 to 9 percent slopes	70.08	33.0%		IVe	20
89	Platner loam, 0 to 3 percent slopes	27.12	12.8%		IVs	
24	Dix-Altvan complex, 10 to 30 percent slopes	18.25	8.6%		VIs	
90	Platner loam, 3 to 5 percent slopes	2.52	1.2%		IVe	
112	Ustic Torriorthents	0.79	0.4%		VIIIs	
Weighted Average					3.74	6.6



Soils Map



State: **Colorado**
 County: **Logan**
 Location: **15-8N-53W**
 Township: **Sterling**
 Acres: **44.3**
 Date: **7/25/2023**



Soils data provided by USDA and NRCS.

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Area Symbol: CO075, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu
87	Platner sandy loam, 0 to 3 percent slopes	37.63	84.9%		IVe	
11	Ascalon sandy loam, sandy substratum, 3 to 5 percent slopes	3.47	7.8%		IVs	
120	Wages loam, 5 to 9 percent slopes	2.01	4.5%		IVe	20
103	Satanta loam, wet	1.19	2.7%		IIIs	
Weighted Average					3.97	0.9





Well Permit # 78739-F

WELL CONSTRUCTION AND TEST REPORT					For Office Use Only				
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 818, Denver, CO 80203 Phone - Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us					RECEIVED MAY 07 2015 WATER RESOURCES STATE ENGINEER COLO				
1. WELL PERMIT NUMBER: 78739-F									
2. WELL OWNER INFORMATION NAME OF WELL OWNER: BANEY LAND LLC. MAILING ADDRESS: PO BOX 544 CITY: STERLING STATE: CO ZIP CODE: 80751 TELEPHONE NUMBER: (970) 580-3669									
3. WELL LOCATION AS DRILLED: SE1/4, SW1/4, Sec. 10, Twp. 8 <input checked="" type="checkbox"/> N or <input type="checkbox"/> S, Range 53 <input type="checkbox"/> E or <input checked="" type="checkbox"/> W DISTANCES FROM SEC. LINES: _____ ft. from <input type="checkbox"/> N or <input type="checkbox"/> S section line and _____ ft. from <input type="checkbox"/> E or <input type="checkbox"/> W section line. SUBDIVISION: _____, LOT _____, BLOCK _____, FILING (UNIT) <u>UTM</u> Optional GPS Location: GPS Unit must use the following settings: Format must be UTM , Units must be meters , Datum must be NAD83 , Unit must be set to true N , <input type="checkbox"/> Zone 12 or <input checked="" type="checkbox"/> Zone 13 Owner's Well Designation: _____ Easting: <u>644672</u> STREET ADDRESS AT WELL LOCATION: _____ Northing: <u>4503504</u>									
4. GROUND SURFACE ELEVATION _____ feet DATE COMPLETED <u>4/7/2015</u> TOTAL DEPTH <u>106</u> feet					DRILLING METHOD <u>REVERSE ROTARY</u> DEPTH COMPLETED <u>106</u> feet				
5. GEOLOGIC LOG:					6. HOLE DIAM (in.) From (ft) To (ft)				
Depth	Type	Grain Size	Color	Water Loc.	30	0	106		
					7. PLAIN CASING: OD (in) Kind Wall Size (in) From (ft) To (ft) 16.0 STEEL .219 0 75' 16.0 STEEL .500 75' 76'				
					PERFORATED CASING: Screen Slot Size (in): <u>.080</u> 16.0 STEEL .219 76' 106'				
					8. FILTER PACK: Material <u>GRAVEL</u> Size <u>1/8"-5/8"</u> Interval <u>20'-106'</u>		9. PACKER PLACEMENT: Type _____ Depth _____		
					10. GROUTING RECORD Material Amount Density Interval Placement Concret 5 yds. 14#/gal 0-20' Tremie				
Remarks: _____									
11. DISINFECTION: Type <u>HTH GRANULAR</u>					Amt. Used <u>2 3/4 CUPS</u>				
12. WELL TEST DATA: <input type="checkbox"/> Check box if Test Data is submitted on Form Number GWS 39 Supplemental Well Test.									
TESTING METHOD <u>CALIBRATED ORIFICE</u> Static Level <u>78</u> ft. Date/Time measured: <u>4/8/2015</u> , Production Rate <u>750</u> gpm. Pumping Level <u>87</u> ft. Date/Time measured <u>4/8/2015</u> , Test Length (hrs) <u>1</u> . Remarks: _____									
13. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed 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 \$5000 and/or revocation of the contracting license.]									
Company Name: <u>SARGENT IRRIGATION</u>					Phone: <u>(308)352-4379</u>		License Number: <u>916</u>		
Mailing Address: <u>PO BOX 650, GRANT, NE 69140</u>									
Signature:				Print Name and Title <u>GLENN TAUBENHEIM - MANAGER</u>				Date <u>5-5-2015</u>	



Chas. Sargent Irrigation Inc.
Grant Office

TEST WELL LOG

TO: Baney Land LLC. TH-1 Date: 03/19/2015 TEST: 15-72
ADDRESS: LEGAL: SE\SW 10-8-53 Logan Co.

FROM:	TO:	DESCRIPTION:
0	3	top soil
3	9	coarse sand, very fine gravel
9	13	sandy clay
13	20	coarse sand, fine gravel
20	40	coarse sand, medium fine gravel
40	49	coarse sand, fine gravel
49	50	sandstone
50	60	coarse sand, fine gravel
60	64	coarse sand, medium fine gravel
64	69	sandy clay, w/trace sandstone
69	80	coarse sand, fine gravel
80	98	coarse sand, fine gravel, w/sandstone streaks
98	103	ochre
103	120	shale

RECEIVED
MAY 07 2015
WATER RESOURCES
STATE ENGINEER
COLO

Comments: Drilled by Grant GPS: 40° 40' 12.2": 103° 17' 18"
SE/SW 10-8-53 Logan Co.

FORM NO. GWS-32 04/2012	PUMP INSTALLATION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 821, Denver, CO 80203 Main (303) 866-3581 Fax (303) 866-3589, dwrpermitsonline@state.co.us	For Office Use Only <div style="text-align: center;"> RECEIVED NOV 30 2015 WATER RESOURCES STATE ENGINEER COLO </div>
1. WELL PERMIT NUMBER: 78739-F		
2. WELL OWNER INFORMATION NAME OF OWNER BANEY LAND LLC		
MAILING ADDRESS PO BOX 544		
CITY STERLING	STATE CO	ZIP CODE 80751
TELEPHONE # (area code) 970-580-3669		
3. WELL LOCATION AS DRILLED: SE <u>1/4</u> , SW <u>1/4</u> Sec. <u>10</u> , Twp. <u>8</u> <input checked="" type="checkbox"/> N or <input type="checkbox"/> S, Range <u>53</u> <input type="checkbox"/> E or <input checked="" type="checkbox"/> W DISTANCES FROM SEC. LINES: _____ ft. from <input type="checkbox"/> N or <input type="checkbox"/> S section line and _____ ft. from <input type="checkbox"/> E or <input type="checkbox"/> W section line. SUBDIVISION: _____, LOT _____, BLOCK _____, FILING (UNIT) _____ Optional GPS Location: GPS Unit must use the following settings: Format must be UTM , Units Easting: <u>644672</u> must be meters , Datum must be NAD83 , Unit must be set to true N , <input type="checkbox"/> Zone 12 or <input checked="" type="checkbox"/> Zone 13 Northing: <u>4503504</u>		
STREET ADDRESS AT WELL LOCATION:		
4. PUMP DATA: Type: <u>TURBINE</u> Date Installed(mm/dd/yyyy): <u>04/15/2015</u> Pump Manufacturer: <u>GE</u> Pump Model No. <u>5K6258XH1A</u> Design GPM: <u>800</u> at RPM <u>1775</u> HP <u>75</u> Volts <u>230/460</u> Full Load Amps <u>180/90</u> Pump Intake Depth: <u>100</u> Feet, Drop/Column Pipe Size Inches, <u>6</u> Kind of Drop Pipe <u>STEEL COLUMN</u> ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM: Turbine Driver Type <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head <u>190</u> feet Number of Stages <u>3</u> Shaft size <u>1 3/16</u> inches		
5. OTHER EQUIPMENT: Airline Installed Yes No, Orifice Depth ft. _____ Monitor Tube Installed Yes No, Depth ft. _____ Flow Meter Mfg. <u>MCCROMETER</u> Meter Serial No. <u>04-8-4171</u> Meter Readout: <input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input checked="" type="checkbox"/> Acre feet Beginning Reading <u>69.289</u>		
6. TEST DATA: check box if Test Data is submitted on Supplemental Form. Date: _____ Total Well Depth: <u>106</u> ft. Time: _____ Static Level: <u>78</u> ft. Rate (gpm): <u>800</u> Date Measured: <u>04/15/2015</u> Pumping Level (ft): <u>88</u>		
7. DISINFECTION: Type <u>CHLORINE</u> Amt. Used <u>1 CUP</u>		
8. Water Quality analysis available <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please submit with this report.		
9. Remarks: _____		
10. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. By signing or entering my name I am certifying 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 \$5000 and/or revocation of the contracting license.]		
Company Name: M & S DRILLING, INC	Phone w/area code: 308-879-4224	License Number: 1386
Mailing Address: PO BOX 217 POTTER, NE 69156		
Sign or Enter Name and Title <i>Mark A. Monheiser</i>		Date (mm/dd/yyyy) 05/18/2015



REASON FOR VERIFICATION (CHOOSE ONLY ONE):

3.1 FORM (TFM): Re-verify TFM Replace TFM Repair/Reprogram TFM No Prev. TFM Re-seal TFM
 3.2 FORM (PCC): New PCC Re-verify PCC Modification Date (if re-verified due to system modification): _____

METER LOCATION AND ASSOCIATED WELL INFORMATION:

WDID 1: 6405591 WDID 2: _____ WDID 3: _____ WDID 4: _____
 UTM E: 644661 UTM N: 4503539 Well Description: NOT REG

TAMPER RESISTANT SEAL INFORMATION:

Meter Seal No.: 54212 New Seal No.: _____ Other: _____ Seal No.: _____ New Seal No.: _____
 Register Seal No.: _____ New Seal No.: _____ Other: _____ Seal No.: _____ New Seal No.: _____

REPLACED TFM INFORMATION:

Meter Serial No.: NA Register Serial No.: NA
 Date New TFM Installed: _____ Date Previous TFM Removed: _____ Previous TFM: Reading Estimate

POWER METER INFORMATION:

Serial No.: 10-736-777 Mfr.: L&G Reading: 6223 Mult.: NA No. Digits: 6 Power Company: HEA

INSTALLED TFM INFORMATION (TFM ONLY):

Mfr.: Mccrometer Model: MD 308
 Meter Serial No.: 04-8-4171 Register Seal No.: NA Vanes: Y No Unknown
 Multiplier: 0.001 No. Rec. Digits: 6 Units: Ac-Ft Gal Ac-In Cu-Ft K-Factor (if adj.) _____
 OD: 8.02 ID: 7.83 U/S Straight Pipe 84.0 " = 10.7 Dia. D/S Straight Pipe (Dia. 120.0 " = 15.3 Dia.

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION:

OD: 8.02 Wall Thickness: 0.093 ID: 7.83 U/S Straight Pipe 36.0 " = 4.6 Dia. D/S Straight Pipe (Dia. 48.0 " = 6.1 Dia.
 Discharge (One or more): Open discharge/low pressure Sprinkler Drip Pressurized Other: _____

TEST METER (COLLINS TUBE)

Standard Overhung
 GPM Factor: _____ Stop Clamp Settings: _____
 Front:

1	2	3	4	5	6	7	8	9	10

 Back:

--	--	--	--	--	--	--	--	--	--

 Avg. of F/B:

--	--	--	--	--	--	--	--	--	--

 Avg. Collins: _____ x GPM factor
 Avg. QT (gpm): _____ (0,000.0)

INSTALLED FLOW METER

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)
	Ac-Ft	(min:sec)	
Stop:	<u>851674</u>	<u>15 : 0</u>	
Start:	<u>851639</u>	<u>0 : 00</u>	
Total:	<u>0.035</u>	<u>15.00</u> (Dec. Min.)	
760.32		Avg. QI (gpm) (0,000.0)	TFM Reading 951639

TEST METER (ULTRASONIC OR VOLUMETRIC)

	Reading (gal)	Elapsed Time (min:sec)	Avg. QT (gpm) (No Decimal)
Stop:	<u>11104</u>	<u>15 : 0</u>	740.27
Start:	<u>0</u>	<u>0 : 00</u>	
Total:	<u>11104</u>	<u>15.00</u> (Dec. Min.)	
			Spacer Setting: <u>5.360</u> (Ultrasonic Meter Only)

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 740.3 = **0.974** (to 0.000)
 QI = 760.3
 For CC greater than 1.050 or less than 0.950, Owner/Agent is **REQUIRED to complete Variance Request (Page 2).**

STABILIZATION (PCC ONLY)

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

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1			
2			
3			
4			
5			
			Pt: _____ Ct: _____ Kh: _____

STATIC WATER LEVEL (PCC ONLY)

Pump run time prior to arrival: _____ 2 HR
 Static Water Level (Decimal Feet from Discharge Centerline): _____
 Time of Static Water Level Measurement: _____
 If Water Levels cannot be obtained, provide reason: _____ Not Permitted

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

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

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

SPRINKLER INFORMATION (PCC ONLY)

End Gun: On Off None Sprinkler: On Off Tested Sprinkler Speed (%): _____ Normal Speed? Yes No
Position from North: _____ o'clock Pump HP: _____ Functioning Pressure Regs.? Yes No Sprinkler Eff. (%): _____

If reverified due to system modifications, describe:

TESTING PROCEDURE PHOTO/SKETCH,

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

One well to sprinkler



WELL CONTACT INFO: Name: Robert Baney Entity: Robert Baney Title: 522-2533
Mailing Address: 14730 County Road 39 City: Sterling State: CO Zip: 80751 Phone: 522-2533

CERTIFIED TESTER STATEMENT

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

Tester Name: Rick Fleharty Date of Well Test: 7/30/2019 Time of Well Test: 10:19:00 AM
Tester Signature: Rick Fleharty Test Meter Serial No.: A3CS711T Test Meter Manufacturer: Fuji

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

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

Name (Print): _____ Signature: _____ Date: _____



Well Permit # 14317-F

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

Info
IDWD
Completion
Yield
Checked By

MAP AND STATEMENT FOR WATER WELL FILING



Best Copy Available PERMIT NUMBER RF-990 **14317-F**

STATE OF COLORADO) SS
CLAIMANT (s) Gerald Haas

WELL LOCATION
Logan County

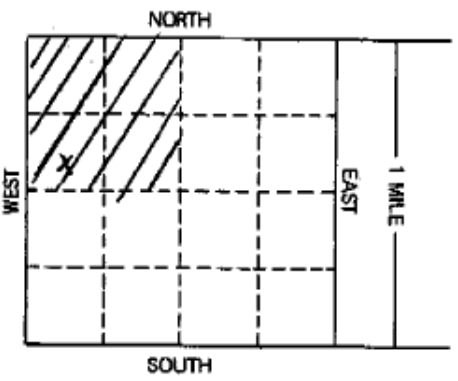
being duly sworn upon oath deposes and says that he (they) is (are) the owner (s) of the well described hereon; the total number of acres

SW ¼ of NW ¼, sec. 11
T. 8N R. 53W 6th P.M.

of land irrigated from this well is 160; work was commenced on this well by actual construction on the

INDICATE WELL LOCATION ON DIAGRAM

16th day of July 1971; the sustained



yield from said well is 1100 gpm, for which claim is hereby made

for irrigation purpose (s);

the average annual amount to be diverted is 400 acre-feet; this map and statement is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) own knowledge.

Signature (s) Gerald A. Haas

Address: Rt. #3
Sterling, Colorado

WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

Subscribed and sworn to before me on this 18th day of Oct., 1971

2188 ft. from North section line. (North or South)

My Commission expires: August 24, 1975
(Seal) Bette Lee Sumner
Notary Public

800 ft. from West section line. (East or West)

WELL DATA
Date Completed July 17, 1971
Static Water Level 83'
Total Depth of Well 112½'

Ground Water Basin _____
Water Management District _____
Domestic wells may be located by the following:
LOT _____, BLOCK _____
SUBDIVISION _____
FILING # _____

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS _____ DAY OF _____, 19____

STATE ENGINEER SK 1171

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer within 30 days after the well is completed or within 7 days after expiration date of the permit, whichever is sooner; PINK COPY is for the Owner and YELLOW COPY is for the Driller.



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

ent

ma



Index No.	_____
IDWD	_____
Completion	_____
Yield	_____
Checked By	_____

MAP AND STATEMENT FOR WATER WELL FILING

PERMIT NUMBER RF-990 _____

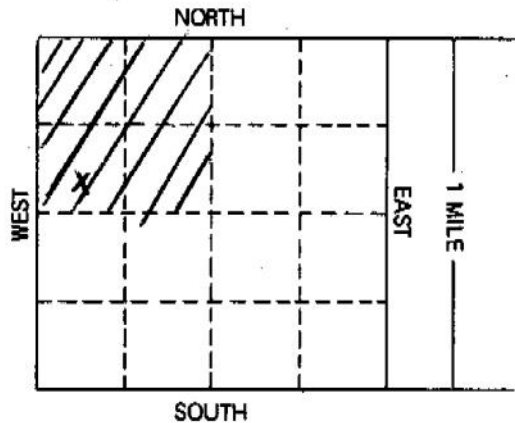
WELL LOCATION

Logan County

SW ¼ of NW ¼, sec. 11

T. 8N R. 53W 6th P.M.

INDICATE WELL LOCATION ON DIAGRAM



STATE OF COLORADO) SS

CLAIMANT (s) Gerald Haas

being duly sworn upon oath deposes and says that he (they) is (are) the owner (s) of the well described hereon; the total number of acres

of land irrigated from this well is 160; work was commenced on this well by actual construction on the

16th day of July 1971; the sustained

yield from said well is 1100 gpm, for which claim is hereby made

for irrigation purpose (s);

the average annual amount to be diverted is 400

acre-feet; this map and statement is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) own knowledge.

Signature (s) Gerald A. Haas

Address: Rt. #3

Sterling, Colorado

Subscribed and sworn to before me on this 18th day

of Oct., 1971

My Commission expires: August 24, 1975

(Seal)

Bette Lee Dunning
Notary Public

WELL SHALL BE LOCATED WITH REFERENCE TO GOVERNMENT SURVEY CORNERS OR MONUMENTS, OR SECTION LINES BY DISTANCE AND BEARING.

2188 ft. from North section line.
(North or South)

800 ft. from West section line.
(East or West)

Ground Water Basin _____

Water Management District _____

Domestic wells may be located by the following:

LOT _____, BLOCK _____

SUBDIVISION _____

FILING # _____

WELL DATA

Date Completed July 17, 1971

Static Water Level 83'

Total Depth of Well 112'

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THIS _____ DAY

OF _____, 19 _____

STATE ENGINEER

3K (1-1)

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer within 30 days after the well is completed or within 7 days after expiration date of the permit, whichever is sooner: PINK COPY is for the Owner and YELLOW COPY is for the Driller.

WELL LOG

From	To	Type & Color of Material	Water Loc.
0	2	Top	
2	6	Loam	
6	13	Gravel, sand, fine sand & clay	
13	76	Gravel & boulders	
76	83 $\frac{1}{2}$	Clay	
83 $\frac{1}{2}$	106	Gravel & boulders	
106	107	Shale blossom	
107	107 $\frac{1}{2}$	Rock	
107 $\frac{1}{2}$	112	Shale	

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Standard Rotary

HOLE DIAMETER:

34 in. from 0 ft. to 112 $\frac{1}{2}$ ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Plain Casing

Size 18" kind steel from 0 ft. to 82 $\frac{1}{2}$ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.

Perforated Casing

Size 18 kind steel from 82 $\frac{1}{2}$ ft. to 112 $\frac{1}{2}$ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.
 Size _____ kind _____ from _____ ft. to _____ ft.

GROUTING RECORD

Material cement
 Intervals 0-10'
 Placement Method spill tube

GRAVEL PACK RECORD

Size _____ Interval 10' to bottom

TEST DATA

Date Tested July 17, 1971
 Type of Pump turbine
 Length of Test 5 hrs.
 Sustained Yield (Metered) 570 gpm
 Drawdown 29'

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge. Canfield Drilling Co.

Harold E. Canfield
 License No. 7

State of Colorado, County of Morgan) ss

Subscribed and sworn to before me this 18th day of October, 19 71

My Commission expires August 24, 19 75

Bette Lee Dunning
 Notary Public



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

METER LOCATION AND ASSOCIATED WELL INFORMATION: Well Description 14317-F
WDID 1: 6409992 WDID 2: WDID 3: WDID 4:

TAMPER RESISTANT SEAL INFORMATION
Meter Seal No.: 110900 New Seal No.: Other: Seal No. New Seal No.
Register Seal No.: New Seal No.: Other: Seal No. New Seal No.

REPLACEMENT OF EXISTING TFM (TFM ONLY): Date New TFM Installed: Date Previous TFM Removed:
Removed Meter Serial No.: Removed Register Serial No.: Prev. TFM: Reading Estimate NA

NEW METER INFORMATION
Manufacturer: McCrometer Model: MD308-1300oV Multiplier: 0.001 No. Digits: 6 Initial TFM Reading: 530773

INSTALLED TFM (TFM ONLY) Units: Ac-Ft Gal Ac-In Cu-Ft
Meter Serial No.: 06-8-1889 Register Serial No.: NA K-Factor (if adjusted):

TEST METER LOCATION AND DISCHARGE PIPE INFORMATION: OD: 8.000 * Wall Thickness: 0.130 * ID: 7.740 *

TEST METER (COLLINS TUBE): Standard Overhung

GPM Factor: Stop Clamp Settings:

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

Avg. Collins: x GPM factor
Avg. QT (gpm): (0,000.0)

INSTALLED FLOW METER (TFM ONLY)

	Totalizer Readings	Elapsed Time	Instantaneous (gpm) (Min. 10)
	Acft	(min:sec)	
Stop:	530.7730	15 : 00	
Start:	530.7490	0 : 00	
Total:	0.0240	15.00	
		(Dec. Min.)	
	521.4	Avg. QJ (gpm)	
		(0,000.0)	

TEST METER (VOLUMETRIC OR ULTRASONIC)

	Reading (gal)	Elapsed Time (min:sec)	Spacer Setting:	Scale Factor:	Test Material:	Avg. QT (gpm) (0,000.0)
			5.38	100.19	Carbon Steel	492.5
Stop:	7,388.0	15 : 00				
Start:	0.0	0 : 00				
Total:	7,388.0	15.00				
		(Dec. Min.)				

CALIBRATION COEFFICIENT (TFM ONLY)

QT = 492.5 = **0.945** (to 0.000)
QJ = 521.4

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

STABILIZATION (PCC ONLY)

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

DETERMINATION OF PD AND PCC (PCC ONLY)

No. Revs.	Time (sec)	Rate (rev/sec)	Avg. Rate (0.0000)
1			
2			
3			
4			
5			

Pt:
Ct:
Kh:

PD = Avg. Rate x 3.6 x Pt x Ct x Kh = kW (to 0.00)
PCC = (5433 x PD) ÷ (QT) = kWh/af (to 0.0)

Sprinkler End Gun: On Off None

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

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

USER CONTACT: Name/Entity: Brett Werner Phone No.:

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

Tester Name: Rick Fleharty Date of Well Test: 09/09/2021 Test Meter Serial No.: A3C5711T

COMMENTS:

COLORADO
Division of Water Resources
Department of Natural Resources



WELL LOG

From	To	Type of Material	Water Loc.
0	2	Top soil	X
2	15	Clay	
15	80	Sand & gravel	
80	90	Clay	
90	108	Sand and gravel	
108	122	Shale	

Use additional paper if necessary to complete log.

WELL DATA

Type Drilling Rotary

HOLE DIAMETER:

7 1/4" in. from 0 ft. to 112 ft.
 _____ in. from _____ ft. to _____ ft.
 _____ in. from _____ ft. to _____ ft.

CASING RECORD

Plain Casing

Size 5, kind Plastic from 0 ft. to 92 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

Perforated Casing

Size 5, kind Plastic from 92 ft. to 112 ft.
 Size _____, kind _____ from _____ ft. to _____ ft.
 Size _____, kind _____ from _____ ft. to _____ ft.

GROUTING RECORD

Material _____
 Intervals _____
 Placement Method _____

GRAVEL PACK RECORD

Size _____ Interval _____

TEST DATA

Date Tested Nov., 1969
 Type of Pump Bailer
 Length of Test 4 hrs.
 Constant Yield 30 GPM
 Drawdown 3 ft.

WELL DRILLERS STATEMENT

The undersigned, being duly sworn, deposes and says: he is the driller of the well hereon described; he has read the statement made hereon; knows the content thereof, and the same is true of his own knowledge.

Stewart Drilling Co.
 X Mrs Bernice Stewart

License No. 00

State of Colorado, County of _____) ss

Subscribed and sworn to before me this _____ day of _____, 19_____

My Commission expires _____, 19_____

Notary Public

STATE OF COLORADO DIVISION OF WATER RESOURCES

RECEIVED

NOV 13 1969
GROUND WATER SECT.
COLORADO
STATE ENGINEER

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

PRINT OR TYPE

LOCATION OF WELL

APPLICANT Gerald Haas
Street Address R. R. 5
City & State Sterling, Colo 80751
Use of ground water Stock
Owner of land on which well is located Gerald Haas
Number of acres to be irrigated _____
Legal description of irrigated land _____
Other water rights on this land _____
Owner of irrigated land _____
Aquifer(s) ground water is to be obtained from _____
Storage capacity _____ AF

COUNTY Logan
SW 1/4, NW 1/4, sec. 1
T. 5N, R. 53W, 6 P.M.
Street or Lot & Block _____
City or Subdivision _____
Ground Water Basin _____
Water Management District _____

LOCATE WELL ON THE BACK OF THIS SHEET

Driller Stewart Drilling Co No. 66
Driller's Address R. R. 5 Sterling, Colo 80751

Gerald Haas
Signature of Applicant
By Mrs Dennis Stewart
CONDITIONS OF APPROVAL

THE FOLLOWING TWO FIGURES ARE MAXIMUMS AND CANNOT BE EXCEEDED IN FINAL USE.
MAXIMUM PUMPING RATE 30 GPM
AVERAGE ANNUAL AMOUNT OF GROUND WATER TO BE APPROPRIATED _____ Acre-Feet

ESTIMATED WELL DATA

Anticipated start of drilling Nov. 19 69
Anticipated start of use Nov. 19 69

Hole Diameter:

12 in. from 0 ft. to 112 ft.
_____ in. from _____ ft. to _____ ft.

Casing:

Plain 2 in. from 0 ft. to 9 ft.
_____ in. from _____ ft. to _____ ft.

Perf. 2 in. from 9 ft. to 112 ft.
_____ in. from _____ ft. to _____ ft.

ESTIMATED PUMP DATA

Type Subm. HP 1/3 Outlet Size 1"

APPLICATION APPROVED:
VALID FOR ONE (1) YEAR AFTER DATE ISSUED
UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO THE ISSUING AGENCY
PERMIT NO. 39773 CONDITIONAL
DATE ISSUED NOV 13 1969
E. J. Guiper
STATE ENGINEER or CHAIRMAN GROUND WATER COMMISSION
By Barlan W. Eker

APPLICATION MUST BE COMPLETED SATISFACTORILY BEFORE ACCEPTANCE

(OVER)

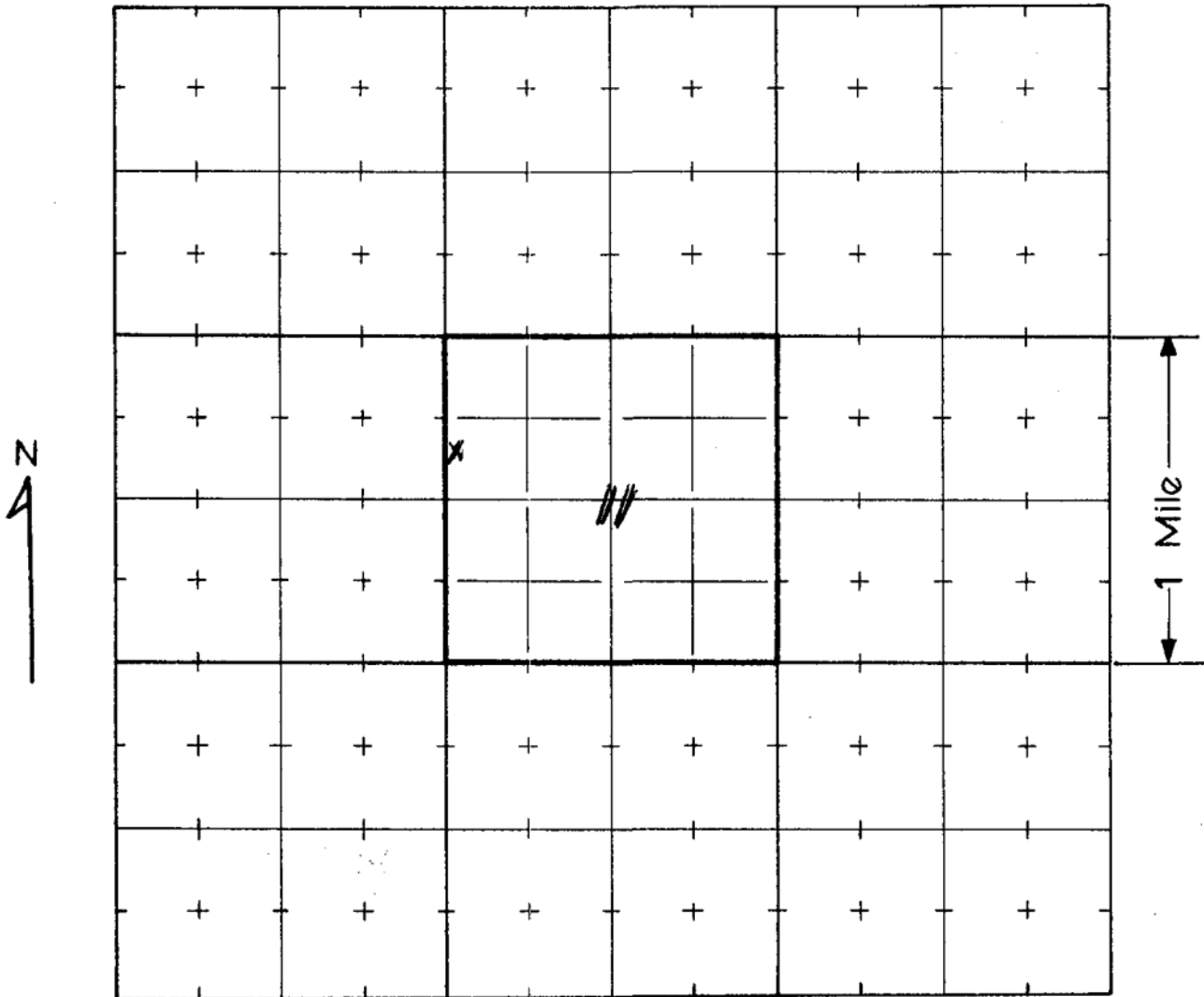
THE LOCATION OF THE PROPOSED WELL SHALL BE SHOWN ON THE DIAGRAM BELOW WITH REFERENCE TO SECTION LINES OR GOVERNMENT SURVEY CORNERS OR MONUMENTS.

_____ feet from _____ (North or South) section line

_____ feet from _____ (East or West) section line

IF WELL IS FOR IRRIGATION, THE AREA TO BE IRRIGATED MUST BE SHADED OR CROSS-HATCHED.

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



THE SCALE OF THE DIAGRAM IS TWO INCHES EQUALS ONE-MILE



Well Permit #282619

11

DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1000 SHERRMAN ST., RM 818, DENVER, CO 80203 phone - info: (303) 866-3587 main: (303) 866-3581 fax: (303) 866-3589 http://www.water.state.co.us		Office Use Only Form GWS-44 (07/2009)	
RESIDENTIAL Note: Also use this form to apply for livestock watering Water Well Permit Application Review form instructions prior to completing form. The form must be completed in black or blue ink or typed.		RECEIVED FEB 08 2010 WATER RESOURCES STATE ENGINEER COLO.	
1. Applicant Information Name of applicant BANEY LAND, LLC Mailing address P.O. BOX 544 City STERLING State CO Zip code 80751 Telephone # (970) 580-3669 E-mail (optional)		6. Use Of Well (check applicable boxes) See instructions to determine use(s) for which you may qualify <input type="checkbox"/> A. Ordinary household use in one single-family dwelling (no outside use) <input checked="" type="checkbox"/> B. Ordinary household use in 1 to 3 single-family dwellings: Number of dwellings: <u>3</u> <input checked="" type="checkbox"/> Home garden/lawn irrigation, not to exceed one acre: area irrigated <u>1</u> <input type="checkbox"/> sq. ft. <input checked="" type="checkbox"/> acre <input checked="" type="checkbox"/> Domestic animal watering - (non-commercial) <input checked="" type="checkbox"/> C. Livestock watering (on farm/ranch/range/pasture)	
2. Type Of Application (check applicable boxes) <input checked="" type="checkbox"/> Construct new well <input type="checkbox"/> Change source (aquifer) <input type="checkbox"/> Replace existing well <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Use existing well <input type="checkbox"/> Rooftop precip. collection <input type="checkbox"/> Change or increase use <input type="checkbox"/> Other:		7. Well Data (proposed) Maximum pumping rate 15 gpm Annual amount to be withdrawn 3 acre-feet Total depth _____ feet Aquifer _____	
3. Refer To (if applicable) Well permit # _____ Water Court case # _____ Designated Basin Determination # _____ Well name or # _____		8. Water Supplier Is this parcel within boundaries of a water service area? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, provide name of supplier:	
4. Location Of Proposed Well (Important! See Instructions) County LOGAN NW 1/4 of the NW 1/4 Section 14 Township 8 N or S <input checked="" type="checkbox"/> Range 53 E or W <input checked="" type="checkbox"/> Principal Meridian 6TH Distance of well from section lines (section lines are typically not property lines) Ft. from <input type="checkbox"/> N <input type="checkbox"/> S Ft. from <input type="checkbox"/> E <input type="checkbox"/> W For replacement wells only - distance and direction from old well to new well feet direction Well location address (include City, State, Zip) <input type="checkbox"/> Check if well address is same as in item 1. DON'T HAVE YET		9. Type Of Sewage System <input checked="" type="checkbox"/> Septic tank / absorption leach field <input type="checkbox"/> Central system: District name: <input type="checkbox"/> Vault: Location sewage to be hauled to: <input type="checkbox"/> Other (attach copy of engineering design and report)	
5. Parcel On Which Well Will Be Located (YOU MUST ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL) A. You must check and complete one of the following: <input type="checkbox"/> Subdivision: Name _____ Lot _____ Block _____ Filing/Unit _____ <input type="checkbox"/> County exemption (attach copy of county approval & survey): Name/# _____ Lot # _____ <input type="checkbox"/> Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972, and a current deed <input type="checkbox"/> Mining claim (attach a copy of the deed or survey): Name/# _____ <input checked="" type="checkbox"/> Square 40 acre parcel as described in Item 4 <input type="checkbox"/> Parcel of 35 or more acres (attach a metes and bounds description or survey) <input type="checkbox"/> Other (attach metes & bounds description or survey and supporting documents)		10. Proposed Well Driller License # (optional): 1386 11. 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. Sign here (Must be original signature) _____ Date 2-6-10 Print name & title Robert R Baney Owner	
B. # of acres in parcel 40 C. Are you the owner of this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no - see instructions)		Office Use Only USGS map name _____ DWR map no. _____ Surface elev. _____ Receipt area only Trans Number: 3644446 2/8/2010 2:17:14 PM Geoff Davis (21) Total Trans Amt: \$100.00 CHECK Check Number: 340 Check Amount: \$100.00 AQUAMA ✓ WE ✓ WR ✓ CWCB ✓ TOP ✓ MY APP ✓ SBS ✓ DIV <u>1</u> WD <u>64</u> BA _____ MD _____	
D. Will this be the only well on this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (if no - list other wells) E. State Parcel ID# (optional)			



Well Permit #133821



WRJ-25-75

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

COLORADO DIVISION OF WATER RESOURCES

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

RECEIVED
DEC 21 1983

WATER RESOURCES
ENGINEER

STATE OF COLORADO

COUNTY OF Logan } SS.

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

PERMIT NUMBER 133821

LOCATION OF WELL

THE AFFIANT(S) Robert R. Baney
whose mailing address is 14730 Co. Rd. 39

County Logan
NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 16

City Sterling, CO. 80751
(STATE) (ZIP)

Twp. 8 N Rng. 53 W 6th P. W
(N OR S) (E OR W)

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon, the well is located as described above, at distances of 276 feet from the North section line and 2552 feet from the West section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 13th day of December 1983, the maximum sustained pumping rate of the well is 15 gallons per minute, the pumping rate claimed hereby is 15 gallons per minute; the total depth of the well is 112 feet; the average annual amount of water to be diverted is 1 acre-feet, for which claim is hereby made for Water for Livestock

purpose(s); the legal description of the land on which the water from this well is used is W $\frac{1}{2}$ -Sec.16-T8N-R53W-Logan Co. of which

None acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature Robert R. Baney

Subscribed and sworn to before me on this 19th day of December, 19 83

My Commission expires: March 11, 1986

Margaret J. Swan
NOTARY PUBLIC

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

ACCEPTED

JAN 23 1984
DATE

Robert G. Langenbaugh
Assistant
STATE ENGINEER

SS
BY

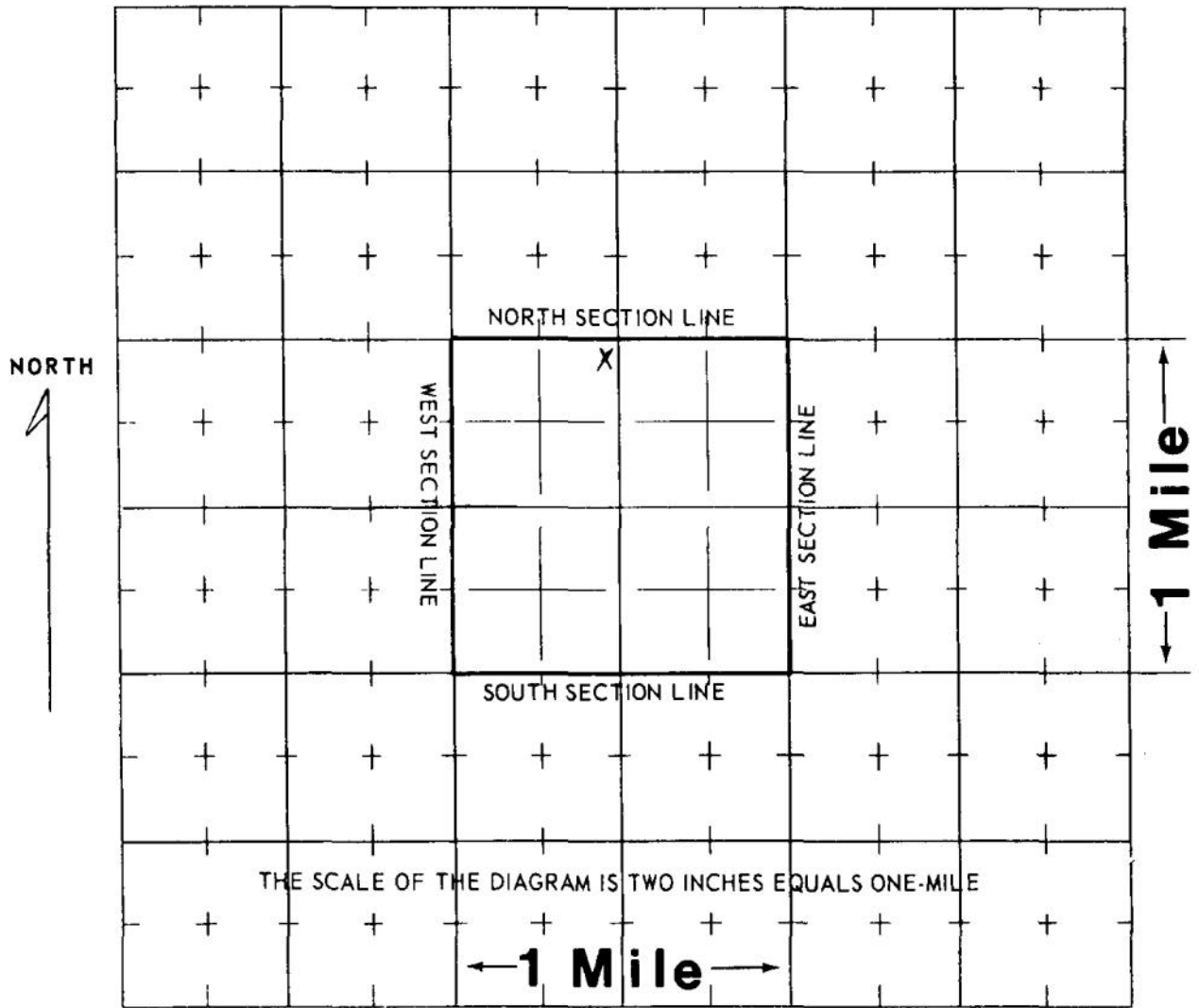
FOR OFFICE USE ONLY			
Court Case No.	_____		
Prior	Mo.	Day	Yr
Div.	<u>1</u>	City	<u>38</u>
Sec.	$\frac{1}{4}$	$\frac{1}{4}$	$\frac{1}{4}$
Well Use	<u>2</u>	_____	
Dist	<u>64</u>	Basin	Man. Dis.



Well drilled by Canfield Drilling Co. Lic. No. 764
 Permanent Pump installed by Canfield Drilling Co. Lic. No. 729
 Meter Serial No. _____ Flow Meter Date Installed _____
 Owner of land on which water is being used Robert R. Baney

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

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



WATER EQUIVALENTS TABLE (Rounded Figures)

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

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

LE

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

RECEIVED

DEC 15 1983

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

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 133821

WATER RESOURCES STATE ENGINEER
COLO. 16

WELL OWNER Robert R. Baney

NE 1/4 of the NW 1/4 of Sec. 16

ADDRESS 14730 Co. Rd. 39, Sterling, CO. 80751

T. 8 N. R. 53 W. 6th P.M.

DATE COMPLETED December 12, 1983

HOLE DIAMETER

7 in. from 0 to 112 ft.

in. from to ft.

in. from to ft.

DRILLING METHOD

CASING RECORD: Plain Casing

Size 5" & kind Plastic from + 1 to 86 ft.

Size & kind from to ft.

Size & kind from to ft.

Perforated Casing

Size 5" & kind Plastic from 86 to 112 ft.

Size & kind from to ft.

Size & kind from to ft.

GROUTING RECORD

Material Cement

Intervals 6-16

Placement Method Spill Tube

GRAVEL PACK: Size

Interval

TEST DATA

Date Tested December 12, 1983

Static Water Level Prior to Test 65 ft.

Type of Test Pump Bailed

Length of Test 3 hrs.

Sustained Yield 15 gpm

Final Pumping Water Level 68'

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	1	Top	
1	5	loam	
5	32	gravel, some boulders	
32	44	gravel, some boulders, a few clay strips	
44	77 1/2	gravel, some boulders	65'
77 1/2	83	gravel, some boulders, a little clay	
83	98	gravel, some boulders	
98	100	shale blossom	
100	112	shale	
		TOTAL DEPTH 112'	

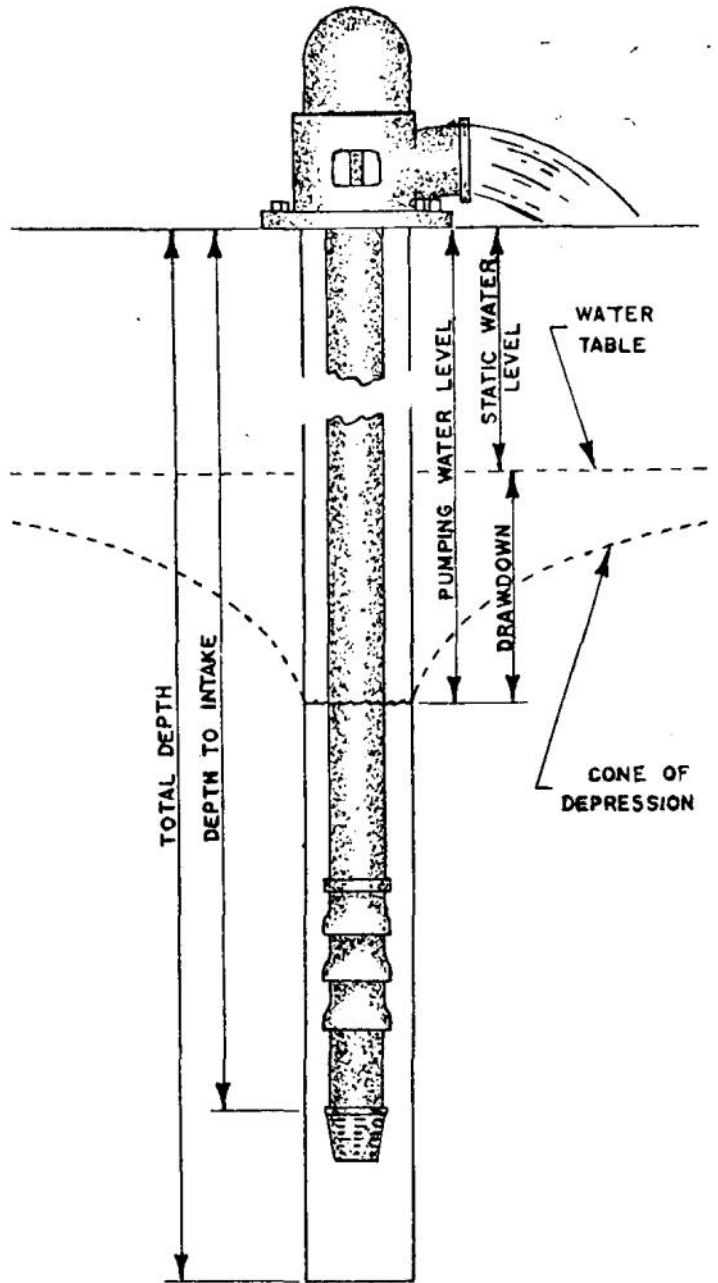
Use additional pages necessary to complete log.

PUMP INSTALLATION REPORT

Pump Make Pipe, rod, cylinder
 Type Retiprocating
 Powered by Windmill HP _____
 Pump Serial No. None
 Motor Serial No. None
 Date Installed December 13, 1983
 Pump Intake Depth 107'
 Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____
 Static Water Level Prior to Test _____
 Length of Test _____ Hours
 Sustained yield (Metered) _____ GPM
 Pumping Water Level _____
 Remarks _____
No Test Made



CONTRACTORS STATEMENT

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

Signature D. Robert Hernandez III License No. 764
 State of Colorado, County of Morgan SS
 Subscribed and sworn to before me this 14th day of December, 1983.
 My Commission expires: August 31, 1984.
 Notary Public Gerald Purvis

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

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

RECEIVED

NOV. 16 1983

WATER RESOURCES
STATE ENGINEER

PERMIT APPLICATION FORM

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

- FOR: A PERMIT TO USE GROUND WATER
 A PERMIT TO CONSTRUCT A WELL
 A PERMIT TO INSTALL A PUMP
- REPLACEMENT FOR NO. N/A
 OTHER _____
 WATER COURT CASE NO. None

(1) APPLICANT - mailing address

NAME Robert T. Bancy
 STREET ~~14730~~ 14730 County Rd. 39
 CITY Sterling, Colo. 80751
(State) (Zip)

TELEPHONE NO. 522-2533

(2) LOCATION OF PROPOSED WELL

County Logan

NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 16
 Twp. 8 N, Rng. 53 W, 6th P.M.
(N.S) (E.W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15
 Average annual amount of ground water to be appropriated (acre-feet): 1
 Number of acres to be irrigated: None
 Proposed total depth (feet): 110
 Aquifer ground water is to be obtained from:
Alluvial

Owner's well designation Water for Livestock

GROUND WATER TO BE USED FOR:

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

(4) DRILLER

Name Canfield Drilling Co.
 Street P. O. Box 519
 City Ft. Morgan, CO. 80701
(State) (Zip)
 Telephone No. 867-2943 Lic. No. 729

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 41019
 Basin _____ Dist. _____

CONDITIONS OF APPROVAL

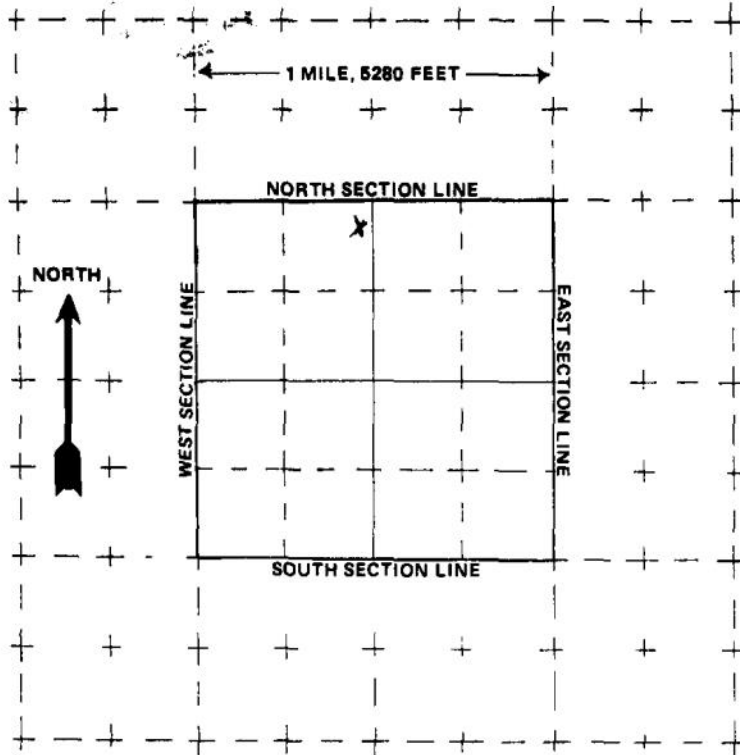
This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

- 1) APPROVED PURSUANT TO CRS 1973, 37-92-602 (3)(b)(II) AS THE ONLY WELL ON A TRACT OF LAND OF 40 ACRES DESCRIBED AS NE 1/4, NW 1/4, SEC. 16, T. 8N, R. 53W, 6th P.M.
- 2) APPROVED PURSUANT TO CRS 1973, 37-92-602 FOR THE WATERING OF LIVESTOCK ON A FARM OR RANCH. JWB. 12/1/83

APPLICATION APPROVED

PERMIT NUMBER 133821
 DATE ISSUED DEC 7 1983
 EXPIRATION DATE DEC 7 1985
Robert G. Longenbaugh
 Assistant (STATE ENGINEER)
 BY Douglas R. Howard
 I.D. 1-64 COUNTY 38

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



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

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

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

276 ft. from North sec. line
(north or south)

2552 ft. from West sec. line
(east or west)

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION None

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner: Robert R. Baney

No. of acres 320 . Will this be

the only well on this tract? Yes

(8) **PROPOSED CASING PROGRAM**

Plain Casing

5 in. from + 1 ft. to 90 ft.

Perforated casing

5 in. from 90 ft. to 110 ft.

_____ in. from _____ ft. to _____ ft.

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

N/A

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

Owner(s): Robert R. Baney No. of acres: 320

Legal description: W₂-Sec.16-T8N-R53W-Logan Co.

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

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

Type or right	Used for (purpose)	Description of land on which used
<u>None</u>		

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

Robert R. Baney
SIGNATURE OF APPLICANT(S)

Well Permit #99046



WRJ-25-75

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

COLORADO DIVISION OF WATER RESOURCES

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

REC
AUG-3 '78
WATER RESOURCES
STATE ENGINEER
COLO.

STATE OF COLORADO

COUNTY OF Logan

SS.

AFFIDAVIT

SA

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

PERMIT NUMBER 99046

LOCATION OF WELL

THE AFFIANT(S) Doris Knudsen

County Logan

whose mailing
address is 418 Chestnut

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 16

City Sterling, Colorado 80751

Twp. 8 N Rng. 53 W 6 P.M.

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 500 feet from the South section line and 500 feet from the West section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 21 day of July, 19 78; the maximum sustained pumping rate of the well is 15 gallons per minute, the pumping rate claimed hereby is 15 gallons per minute; the total depth of the well is 90 feet; the average annual amount of water to be diverted is 2 acre-feet; for which claim is hereby made for livestock

purpose(s); the legal description of the land on which the water from this well is used is $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec 16, 8N, 53W, 6 PM, Logan County, Colorado of which

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

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) X Doris Knudsen

Subscribed and sworn
to before me on this 28 day of July, 19 78

My Commission expires: My Commission Expires May 27, 1982

Elsie E Stewart
NOTARY PUBLIC

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

FOR OFFICE USE ONLY			
Court Case No.	_____		
Prior	Mo.	Day	Yr.
Div.	<u>1</u>	City	<u>38</u>
Sec.	$\frac{1}{4}$	$\frac{1}{4}$	$\frac{1}{4}$
Well Use	<u>2</u>		
Dist.	<u>64</u>	Basin	Man. Dist.

DATE

STATE ENGINEER

BY



Well drilled by Stewart Drilling Company Lic. No. 66

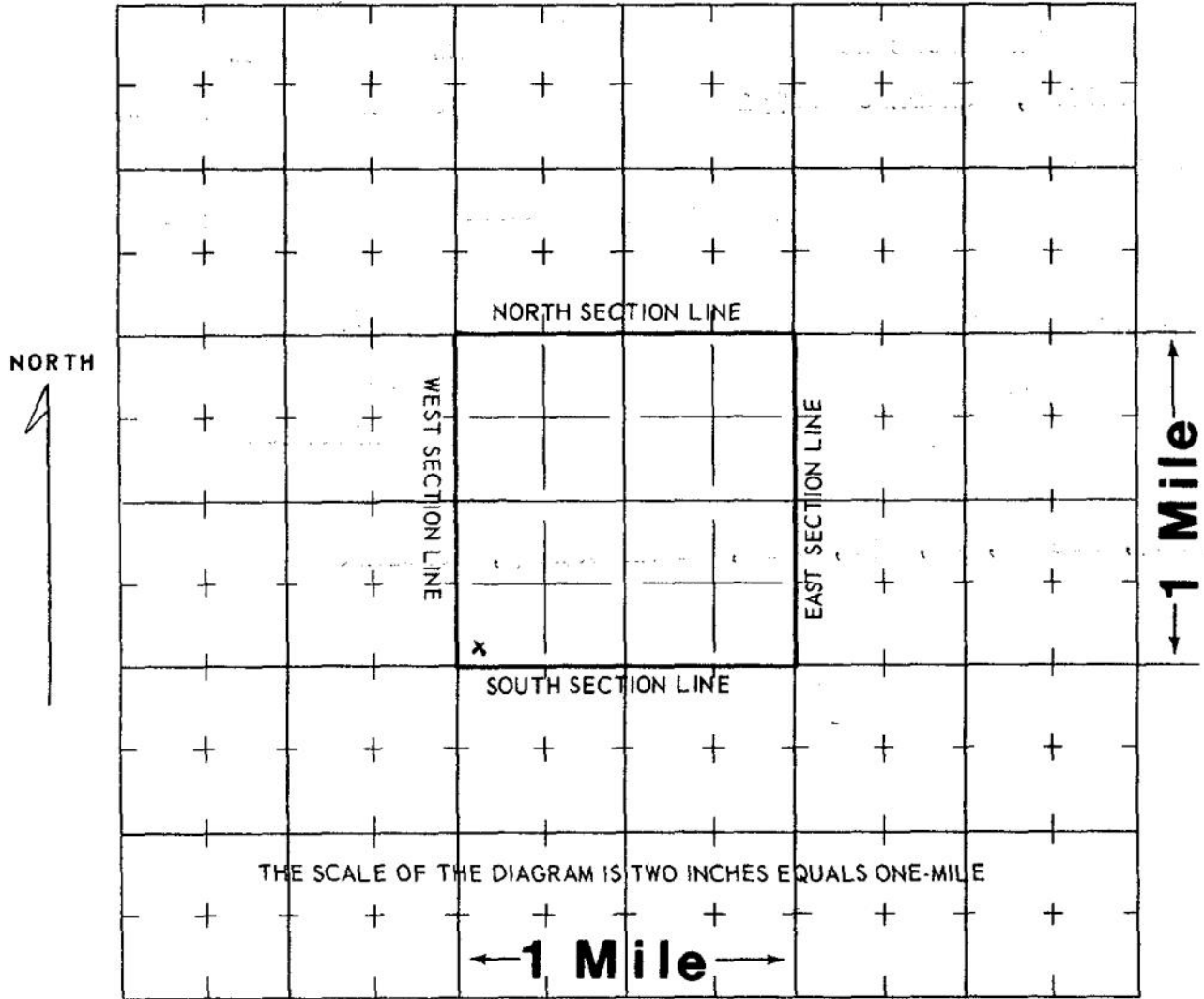
Permanent Pump installed by Stewart Drilling Company Lic. No. 66

Meter Serial No. _____ Flow Meter Date Installed _____

Owner of land on which water is being used Doris Knudsen

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

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



WATER EQUIVALENTS TABLE (Rounded Figures)

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

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

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

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 99046

RECEIVED

JUL 27 '78

WATER RESOURCES
STATE ENGINEER
CRD.

WELL OWNER Doris Knudsen SW ¼ of the SW ¼ of Sec. 16
ADDRESS 418 Chestnut
Sterling, Colorado 80751 T. 8 N, R. 53 W, 6 P.M.
DATE COMPLETED July 5, 19 78

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	4	Top soil	XX
4	44	Clay	
44	60	Gravel & clay	
60	90	Gravel	
TOTAL DEPTH <u>90 ft</u>			

Use additional pages necessary to complete log.

HOLE DIAMETER

7 1/2 in. from 0 to 90 ft.

_____ in. from _____ to _____ ft.

_____ in. from _____ to _____ ft.

DRILLING METHOD Rotary

CASING RECORD: Plain Casing

Size 5 & kind PVC from 0 to 70 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 5 & kind PVC from 70 to 90 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material Cement

Intervals From 0 to 10 ft

Placement Method Mixed & poured

GRAVEL PACK: Size None

Interval _____

TEST DATA

Date Tested July 5, 19 78

Static Water Level Prior to Test 70 ft.

Type of Test Pump Bailer

Length of Test 3 hours

Sustained Yield (Metered) 15 GPM

Final Pumping Water Level 70 ft

PUMP INSTALLATION REPORT

Pump Make _____

Type Cylinder

Powered by Pump jack HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed July 21, 1978

Pump Intake Depth 80 ft

Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested July 21, 1978

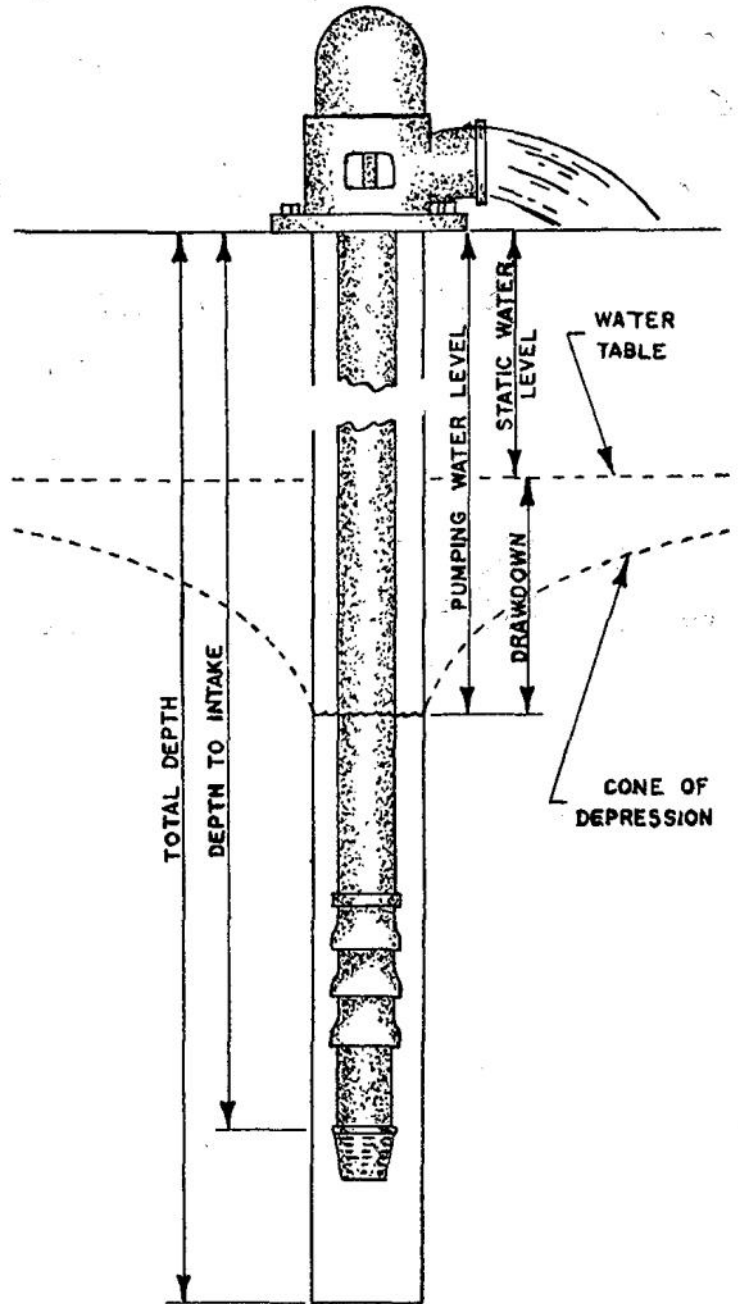
Static Water Level Prior to Test 70

Length of Test 2 Hours

Sustained yield (Metered) 15 GPM GPM

Pumping Water Level 70 ft

Remarks _____



CONTRACTORS STATEMENT

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

Signature Dennis Stewart License No. 66

State of Colorado, County of Logan SS

Subscribed and sworn to before me this 25 day of July, 1978.

My Commission expires: My Commission Expires May 27, 1982

Notary Public Elsie E Stewart

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

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

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

FOR: A PERMIT TO USE GROUND WATER
 A PERMIT TO CONSTRUCT A WELL
 A PERMIT TO INSTALL A PUMP

 REPLACEMENT FOR NO. _____
 OTHER _____
WATER COURT CASE NO. _____

RECEIVED

MAY 19 1978 3-K

WATER RESOURCES
STATE ENGINEER
COLL.

X

(1) APPLICANT - mailing address

NAME Doris Knudsen
STREET 418 Chestnut
CITY Sterling Colorado 80751
(State) (Zip)
TELEPHONE NO. 522 1167

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN *loc*

Receipt No. 934941
Basin 1 Dist. _____

CONDITIONS OF APPROVAL

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

APPROVED PURSUANT TO CRS 1973, 37-92-608 (5)(b)(II) AS THE ONLY WELL ON A TRACT OF 35 ACRES OR MORE DESIGNATED AS 80 ACRES IN S 1/2 - SW 16 - T. 8 N. R. 53 W. 6th P.M.

BD

(2) LOCATION OF PROPOSED WELL

County Logan
SW 1/4 of the SW 1/4, Section 16
Twp. 8 N, Rng. 53 W, 6 P.M.
(N,S) (E,W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15
Average annual amount of ground water to be appropriated (acre-feet): 2
Number of acres to be irrigated: None
Proposed total depth (feet): 80 ft
Aquifer ground water is to be obtained from: Sand & gravel
Owner's well designation Well # 1

GROUND WATER TO BE USED FOR:

HOUSEHOLD USE ONLY - no irrigation (0)
 DOMESTIC (1) INDUSTRIAL (5)
 LIVESTOCK (2) IRRIGATION (6)
 COMMERCIAL (4) MUNICIPAL (8)
 OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

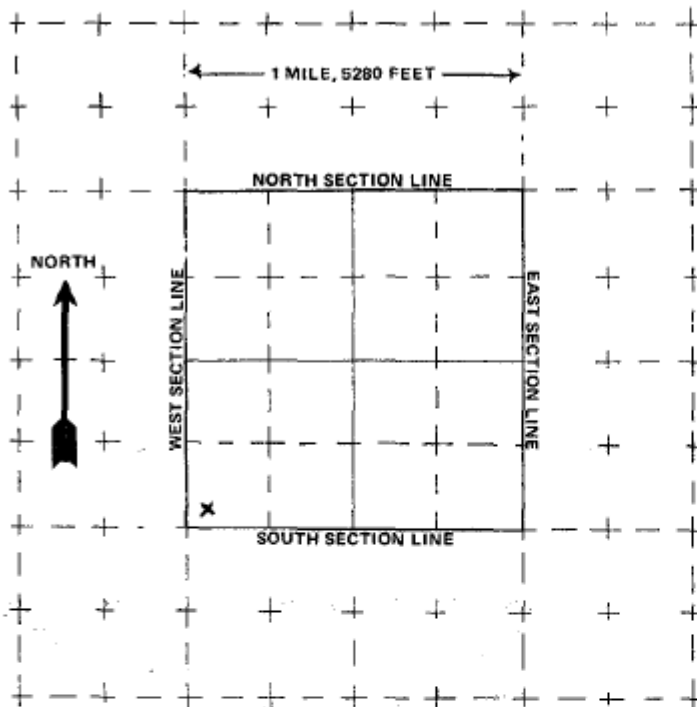
APPLICATION APPROVED

PERMIT NUMBER 99046
DATE ISSUED MAY 26 1978
EXPIRATION DATE MAY 26 1980
Bruce E. O'Brien
Dep. (STATE ENGINEER)
BY _____
I.D. 1-64 COUNTY 38

(4) DRILLER

Name Stewart Drilling Company
Street R R 1 18897 Hwy 6
City Sterling Colorado 80751
(State) (Zip)
Telephone No. 522 1454 Lic. No. 66

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



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

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

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

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

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

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED

Owner: Doris Knudsen

No. of acres 80. Will this be the only well on this tract? Yes

(8) PROPOSED CASING PROGRAM

Plain Casing

5 in. from 0 ft. to 60 ft.

Perforated casing

5 in. from 60 ft. to 80 ft.

_____ in. from _____ ft. to _____ ft.

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

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

Owner(s): Doris Knudsen No. of acres: 80

Legal description: S $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec 16, 8N, 53W, 6 PM Logan County Colorado

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

Livestock

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

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

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

Doris Knudsen by Roger Polenz - Renter
SIGNATURE OF APPLICANT(S)

Contract to Buy & Sell Real Estate (Land)

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Property with No Residences
 Property with Residences-Residential Addendum Attached

Date: August 31, 2023

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Successful Bidder at Wernsman Family Farms, LLC Land Auction (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other _____

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

2.3. **Seller.** Wernsman Family Farms, LLC (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 Logan, Colorado (insert legal description):

Legal Description of Parcel ___ as described in Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed: August 14, 2023.

known as: n/a

Street Address City State Zip

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

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

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

As stated in Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed: August 14, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

634 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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 by
741 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 Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed: August 14, 2023

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

753

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

848 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

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30. OTHER DOCUMENTS.

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

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

900
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902
903
904
905
906
907
908
909 **SIGNATURES**

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

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

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

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

Seller's Signature Date Seller's Signature Date

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

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

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

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

Broker's Signature Date

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

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held August 31, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 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 Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 14, 2023, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 14, 2023, 2022 the Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 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 Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 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 Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 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.

Broker Disclosure

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

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm's Name: _____

Broker

Seller's Property Disclosure



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD19-6-23) (Available 8-23, Mandatory 1-24)

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 SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") 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 adverse material fact affecting the Property or occupant may result in legal liability. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. 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 SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: August 31, 2023
 Property: 14045 County Road 32, Sterling, CO 80751
 Seller: Wernsman Family Farms, LLC
 Year Built: _____
 Year Seller Acquired Property: _____

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Structural	<input type="checkbox"/>	
2	Moisture and/or water	<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	<input type="checkbox"/>	
6	Exterior wall or window	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	
8	Subfloors	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

"Have not lived in - do not know condition"

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	<input type="checkbox"/>	
4	Gutter or downspout	<input type="checkbox"/>	
5	Other roof problems, issues or concerns	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	
9	Roof work done while under current roof warranty	<input type="checkbox"/>	
10	Roof material: _____ Age: _____	<input type="checkbox"/>	
11			

C.	APPLIANCES (if included in the sale) 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		<input type="checkbox"/>		
17		<input type="checkbox"/>		

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	Telecommunications (T1, fiber, cable, satellite)	<input type="checkbox"/>		

7	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
8	Ceiling fans	<input type="checkbox"/>		
9	Garage door opener and remote control # of remote/openers: _____	<input type="checkbox"/>		
10	Intercom/doorbell	<input type="checkbox"/>		
11	In-wall speakers	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Electrical Service	<input type="checkbox"/>		
15	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
17	Electric Wiring or Panel	<input type="checkbox"/>		
18		<input type="checkbox"/>		
19		<input type="checkbox"/>		
	ELECTRICAL & TELECOMMUNICATIONS Other Information: Do you know of the following on the Property:			
20	220 volt service	<input type="checkbox"/>		
21	Electrical Service: Amps _____	<input type="checkbox"/>		
22	Landscape lighting	<input type="checkbox"/>		
23	Electric Provider: _____	<input type="checkbox"/>		
24	Cable/TV provider _____	<input type="checkbox"/>		
25	Seller's Internet Provider _____	<input type="checkbox"/>		
26		<input type="checkbox"/>		

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	Sump pump(s): # of _____	<input type="checkbox"/>		
5	Recycle pump	<input type="checkbox"/>		
6		<input type="checkbox"/>		
7		<input type="checkbox"/>		

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	Evaporative cooler	<input type="checkbox"/>		
3	Window air conditioning units	<input type="checkbox"/>		
4	Central air conditioning	<input type="checkbox"/>		

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

5	Attic/whole house fan	<input type="checkbox"/>		
6	Vent fans	<input type="checkbox"/>		
7	Humidifier	<input type="checkbox"/>		
8	Air purifier	<input type="checkbox"/>		
9	Fireplace	<input type="checkbox"/>		
10	Fireplace insert	<input type="checkbox"/>		
11	Heating Stove	<input type="checkbox"/>		
12	Fuel tanks	<input type="checkbox"/>		
13		<input type="checkbox"/>		
14		<input type="checkbox"/>		
	VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:			
15	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	<input type="checkbox"/>		
16	Fireplace: Type _____ Fuel _____	<input type="checkbox"/>		
17	Heating Stove: Type _____ Fuel _____	<input type="checkbox"/>		
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know	<input type="checkbox"/>		
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____	<input type="checkbox"/>		
21	Fuel Provider: _____	<input type="checkbox"/>		
22		<input type="checkbox"/>		

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

G.	WATER If you know of any problems NEVER EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Water heater(s)	<input type="checkbox"/>		
2	Water filter system	<input type="checkbox"/>		
3	Water softener	<input type="checkbox"/>		
4	Water system pump	<input type="checkbox"/>		
5	Sauna	<input type="checkbox"/>		
6	Hot tub/spa	<input type="checkbox"/>		
7	Steam room/shower	<input type="checkbox"/>		
8	Underground sprinkler system	<input type="checkbox"/>		
9	Fire sprinkler system	<input type="checkbox"/>		
10	Backflow prevention device	<input type="checkbox"/>		
11	Irrigation pump	<input type="checkbox"/>		
12		<input type="checkbox"/>		
13		<input type="checkbox"/>		
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)	<input type="checkbox"/>		
15	Well	<input type="checkbox"/>		

16	Pool	<input type="checkbox"/>		
17	Irrigation system	<input type="checkbox"/>		
18		<input type="checkbox"/>		
19		<input type="checkbox"/>		
	WATER – Other Information: Do you know of the following on the Property:			
20	Water heater: Number of _____ Fuel type _____ Capacity _____	<input type="checkbox"/>		
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
23	Master Water Shutoff Location: _____	<input type="checkbox"/>		
24	Well metered	<input type="checkbox"/>		
25	Well Pump: Date of last inspection _____ Date of last service _____	<input type="checkbox"/>		
26	Galvanized pipe	<input type="checkbox"/>		
27	Polybutylene pipe	<input type="checkbox"/>		
28	Well Pump - _____ GPM _____ Date: _____	<input type="checkbox"/>		
29	Cistern water storage _____ gallons	<input type="checkbox"/>		
30	Supplemental water purchased in past 2 years?	<input type="checkbox"/>		
31		<input type="checkbox"/>		

H. SOURCE OF WATER & WATER SUPPLY
Do you know of the following on the Property:

1 Type of water supply: Public Community Well Shared Well Other None
If the Property is served by a Well, a copy of the Well Permit Is Is Not attached. Well Permit #: _____
Drilling Records Are Are Not attached. Shared Well Agreement Yes No.
The Water Provider for the Property can be contacted at:
Name: _____ Address: _____
Web Site: _____ Phone No.: _____
 There is neither a Well nor Water Provider for the Property. The source of potable water for the Property is [describe source]: _____

SOME WATER PROVIDERS RELY TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

I. SEWER			
If you know of any problems EVER EXISTING with the following, check the "Yes" column.			
	Yes	Comments	
1	<input type="checkbox"/>		Sewage system (including sewer lines)
2	<input type="checkbox"/>		Lift station (sewage ejector pump)
3	<input type="checkbox"/>		
4	<input type="checkbox"/>		
			SEWER – Other Information: Do you know of the following on the Property:

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

5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon	<input type="checkbox"/>	
6	Sewer service provider: _____	<input type="checkbox"/>	
7	Sewer line scoped? Date: _____	<input type="checkbox"/>	
8	If a septic system, date latest Individual Use Permit issued: _____	<input type="checkbox"/>	
9	If a septic system, date of latest inspection: _____	<input type="checkbox"/>	
10	If a septic system, date of latest pumping: _____	<input type="checkbox"/>	
11	Gray water storage/use	<input type="checkbox"/>	
12		<input type="checkbox"/>	

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		<input type="checkbox"/>	
3		<input type="checkbox"/>	
	DRAINAGE AND RETENTION PONDS - Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds	<input type="checkbox"/>	
5		<input type="checkbox"/>	

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	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

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 before this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made with a Building Permit	<input type="checkbox"/>	
9	Any additions or non-aesthetic alterations made without a Building Permit	<input type="checkbox"/>	
10	Other legal action	<input type="checkbox"/>	
11	Any part of the Property leased to others (written or oral)	<input type="checkbox"/>	
12	Used for short-term rentals in the past year	<input type="checkbox"/>	
13	Grandfathered conditions or uses	<input type="checkbox"/>	
14		<input type="checkbox"/>	
15		<input type="checkbox"/>	

M. ACCESS & PARKING			
If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		Yes	Comments
1	Any access problems, issues or concerns	<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, trim, landscaping	<input type="checkbox"/>	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	

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 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	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	<input type="checkbox"/>	
6	Monitoring wells or test equipment	<input type="checkbox"/>	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	<input type="checkbox"/>	

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

8	Mine shafts, tunnels, or abandoned wells on the Property	<input type="checkbox"/>	
9	Within a governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
10	Within a governmentally designated floodplain or wetland area	<input type="checkbox"/>	
11	Dead, diseased, or infested trees or shrubs	<input type="checkbox"/>	
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	<input type="checkbox"/>	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	<input type="checkbox"/>	
15	Animals kept in the residence	<input type="checkbox"/>	
16	Other environmental problems, issues or concerns	<input type="checkbox"/>	
17	Odors	<input type="checkbox"/>	
18		<input type="checkbox"/>	
19		<input type="checkbox"/>	

O. RADON	If you know of any of the following EVER EXISTING , check the "Yes" column.	Yes	Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	<input type="checkbox"/>	
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.	<input type="checkbox"/>	
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

P. COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY	If you know of any of the following NOW EXISTING , check the "Yes" column.	Yes	Comments
1	Property is part of an owners' association.	<input type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not implemented.	<input type="checkbox"/>	
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property.	<input type="checkbox"/>	
	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY		
	If you know of any of the following EVER EXISTED , check the "Yes" column.		
4	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"/>	
5		<input type="checkbox"/>	
6		<input type="checkbox"/>	

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

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: _____	<input type="checkbox"/>	
8	Owner's Association #2: _____	<input type="checkbox"/>	
9	Owner's Association #3: _____	<input type="checkbox"/>	
10	Owner's Association #4: _____	<input type="checkbox"/>	
Q.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING, check the "Yes" column:		Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property	<input type="checkbox"/>	
2	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
4	Property was previously used as a methamphetamine laboratory and not remanufactured to state standards	<input type="checkbox"/>	
5	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	<input type="checkbox"/>	
8	Property is located in a historic district	<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	
	GENERAL – Other Information:		
11	Location of Mailbox and No. _____	<input type="checkbox"/>	
12		<input type="checkbox"/>	

"I have notified in
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 SPD 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.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

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

Seller _____ Date _____ Seller _____ Date _____

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 are satisfactory to Buyer:
 - 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, including zoning 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 investigate or inspect the Property or inclusions when this SPD 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 SPD.
6. Seller does not warrant that the Property or inclusions are 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 SPD.

Buyer _____ Date _____ Buyer _____ Date _____

Sample Bidder Card

101

Retain This Registration to Bid!



970-522-7750 • 1-800-748-2589

535 E Chestnut • PO Box 477 • Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions as stated in the Wernsman Family Farms, LLC Land Auction Due Diligence Packet Printed August 14, 2023.

X _____

No. 101

©

Title Commitments

- ◆ Combo #1
- ◆ Combo #2
- ◆ Combo #3
- ◆ Combo #4
- ◆ Parcel #5
- ◆ Combo #6
- ◆ Parcel #7
- ◆ Parcel #8
- ◆ Parcel #9



SCHEDULE A



File No: 233598

1. Commitment Date: **July 17, 2023, 7:00 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 [Wernsman Family Farms, LLC](#) (Section 10-8-53)

[Wernsman Family Farms, LLC](#) (Section 11-8-53)

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

Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado

Section 10: SE1/4

Section 11: NW1/4

Property Address: **SE1/4 10-8-53, Logan County, CO**

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 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. Reservations, if any, as stated in The United States of America Patent recorded April 21, 1922 in [Book 77 at Page 214](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (NW1/4 Section 11)
9. Reservations, if any, as stated in The United States of America Patent recorded October 24, 1913 in [Book 77 at Page 478](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SE1/4 Section 10)
10. Right of Way between E. H. Flaker and Ruth B. Flaker, H/W and Mrs. M.P. Brundage, formerly known as M.P. Flaker, a single woman, and R. W. Brundage, H/W and Shell Pipe Line Corporation recorded January 31, 1955 in Book 453 at Page 246, [Reception No. 381030](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
11. Easement between Manual Haas and Shell Oil Company recorded June 9, 1955 in Book 461 at Page 180, [Reception No. 384328](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
12. Easement between E. H Flaker and Minerva P. Brundage and Shell Oil Company recorded July 7, 1955 in Book 462 at Page 543, [Reception No. 385033](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)

13. Right of Way Contract between Manual Haas, by Henry Haas, Jr., his attorney in fact and Kansas-Nebraska Natural Gas Company, Inc., recorded July 21, 1956 in Book 481 at Page 243, [Reception No. 393257](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
14. Right-Of-Way Easement between E.H. & M. P. Flaker and The Highline Electric Association, Inc. recorded October 30, 1962 in Book 561 at Page 394 [of](#); and Partial Assignment recorded January 11, 1993 in Book 866 at Page 824, [Reception No. 602725](#); and Assignment and Bill of Sale recorded February 17, 2004 in Book 950 at Page 987, [Reception No. 662931](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
15. Gas Storage Agreement and Oil and Gas Lease between Minerva Brundage (also known as M. P. Flaker and Minerva Flaker) and Kansas-Nebraska Natural Gas Company, Inc. Phillipsburg, Kansas recorded March 27, 1963 in Book 566 at Page 246, [Reception No. 444222](#); together with Assignment, Conveyance and Bill of Sale recorded October 23, 2023 in Book 931 at Page 23, [Reception No. 642967](#); and Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement recorded May 2, 2001 in Book 933 at Page 712, [Reception No. 645656](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#); and Assignment and Bill of Sale recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 10)
16. Right-Of-Way Easement between Manuel Haas and The Highline Electric Association, Inc. recorded May 9, 1963 in Book 568 at Page 86, [Reception No. 445248](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
17. Excepting and reserving, however, unto Justin F. Jones, a one-half interest in and to all of the oil, gas and other mineral rights which he presently owns in and to the described property, together with the means of ingress and egress for the purpose of exploring for, mining and producing the same as stated in Warranty Deed recorded September 8, 1971 in Book 660 at Page 298, [Reception No. 491141](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
18. Highline Electric Association Irrigation Power Contract between Highline Electric Association and Gerald A. Haas recorded October 30, 1972 in Book 673 at Page 317, [Reception No. 496262](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
19. Excepting and reserving unto Gerald A. Haas and Cherie S. Haas, Husband and Wife, an undivided one-hals (1/2) of all oil, gas and other minerals that they now possess for a period of 30 years, or as long as there is commercial oil and/or gas production, thereafter to go to David B. Guenzi or his successors; and further reserving all royalties to Gerald A. Haas and Cherie S. Hass, Husband and Wife, from present production on said premises or the unitizations pertaining thereto as stated in Warranty Deed filed April 26, 1976 as [Torrens Document No. 11114](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
20. 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-5807, in the Matter of the Application for Water Rights of Gerald Haas recorded April 8, 1980 in Book 740 at Page 652, [Reception No. 536535](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 11)
21. Mineral Deed between Gerald A. Haas and Cherie S. Haas and Shawn A. Haas filed June 9, 1987 as [Torrens Document No. 13125](#) of the Logan County, Colorado records together with any and all assignments thereof or

interest therein. (Section 11)

22. Assignment and Bill of Sale between K N Production Company and Central Resources, Inc. recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein. (Section 10)
23. An undivided one-half interest in and to all of the oil, gas and other minerals in and under and that may be produced from the described lands as stated in Personal Representative's Deed (Testate Estate) recorded November 25, 1997 in Book 914 at Page 414, [Reception No. 626359](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
24. 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. (Sections 10 and 11)
25. Reserving however to Robert R. Baney, also known as Robert Baney, and Bob Baney, and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estates herein saved and reserved, including rights incident to the development, production, conservation and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2000 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
26. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
27. Highline Electric Association Irrigation Power Contract between Highline Electric Association and Gerald A. Haas recorded October 30, 1972 in Book 673 at Page 317, [Reception No. 496262](#) of the Logan County, Colorado records. (Section 11)
28. 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.

SCHEDULE A



File No: 233599

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms, LLC](#) (Section 3-08-53)

[Wernsman Family Farms, LLC](#) (Section 10-08-53)

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

SEE ATTACHED EXHIBIT "A"

Property Address: **Dryland within SW1/4 3-8-53, Logan County, CO**

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

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

EXHIBIT "A"

A parcel to be determined by Survey in:

Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado

Section 3: Part of the SW1/4

Section 10: SW1/4, except a tract in SE1/4SW1/4 described in Book 622 at Page 35 of the Logan County records

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in The United States of America Patent recorded March 25, 1916 in [Book 117 at Page 480](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4 10-8-53)
9. Reservations, if any, as stated in The United States of America Patent recorded March 1, 1920 in [Book 184 at Page 31](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (SW1/4 3-8-53)
10. Except one-half of the fence on the north side of said land and one-half of the fence on the east side thereof as stated in Warranty Deed recorded December 6, 1926 in [Book 252 at Page 382](#), of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 3)
11. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded February 23, 1951 in Book 400 at Page 232, [Reception No. 352589](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
12. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded January 7, 1953 in Book 425 at Page 93, [Reception No. 365953](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
13. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded March 14, 1953 in

Book 427 at Page 329, [Reception No. 367179](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)

14. Right of Way Grant between Henry Haas Jr. and Elizabeth Haas and Shell Pipe Line Corporation recorded December 2, 1954 in Book 450 at Page 257, [Reception No. 379536](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
15. Easement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded June 11, 1955 in Book 461 at Page 236, [Reception No. 384383](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
16. Gas Storage Agreement and Oil and Gas Lease between Henry Haas, Jr. and Elizabeth Haas and Kansas-Nebraska Natural Gas Company, Inc., recorded March 27, 1963 in Book 566 at Page 278, [Reception No. 444228](#); together with Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
17. Saving, excepting and reserving unto Elizabeth Haas all oil, gas and other minerals in, on and under the described premises, together with the right of ingress and egress for the purpose of exploring for, mining and removing such oil, gas and other minerals as stated in Warranty Deed recorded November 20, 1967 in Book 622 at Page 35, [Reception No. 476052](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
18. Excepting and reserving, unto Gerald A. Haas and Cherie S. Haas or their predecessors in interest, all of the oil, gas and other minerals underlying the described premises as stated in Warranty Deed recorded March 9, 1973 in Book 676 at Page 307, [Reception No. 497893](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
19. Mineral Deed between Elizabeth Haas and Wesley C. Lavin and Rosella F. Lavin recorded March 9, 1973 in Book 676 at Page 308, [Reception No. 497894](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein. (Section 3)
20. Saving, excepting and reserving, however unto Wesley C. Lavin and Rosella F. Lavin's predecessors in title all of the oil, gas and other minerals underlying the described premises heretofore reserved of record as stated in Warranty Deed recorded April 3, 1974 in Book 684 at Page 284, [Reception No. 502661](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
21. Saving, excepting and reserving, however unto Wesley C. Lavin Jr.'s predecessors in title, all of the oil, gas and other minerals underlying the described premises heretofore reserved of record as stated in Special Warranty Deed recorded May 23, 1975 in Book 693 at Page 31, [Reception No. 508177](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
22. Resolution (Subdivision Exemption) recorded September 21, 1979 in Book 735 at Page 211, [Reception No. 533441](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
23. 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-5807 recorded April 8, 1980 in Book 740 at Page 652, [Reception No. 536535](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests

therein. (Section 10)

24. Reserving, however, unto The Security National Bank & Trust Co. of Duncan, its successors and assigns, all oil, gas and other minerals now owned in and to the described premises, together with the right of ingress and egress therefrom for the purposes of exploring for, producing and mining such minerals as stated in Warranty Deed recorded June 18, 1985 in Book 798 at Page 842, [Reception No. 567892](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 3)
25. 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.
26. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
27. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Sections 3 and 10)
28. Highline Electric Association Irrigation Power Contract and Lien Statement recorded May 6, 2019 in Book 1032 at Page 743, [Reception No. 744564](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (Section 10)
29. 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.

SCHEDULE A



File No: 233600

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms, LLC](#)

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

Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado
Section 14: NW1/4

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

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

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any as stated in The United States of America Patent filed December 20, 1912 as [Patent No. 306318](#), together with any and all assignments thereof or interests therein. (W1/2NW1/4 14-8-53)
9. Reservations, if any, as stated in The United States of America Patent recorded October 20, 1913 in [Book 77 at Page 472](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein. (E1/2NW1/4 14-8-53)
10. Excepting and reserving unto The Federal Land Bank of Wichita, its successors and assigns, an undivided one-half of all oil, gas and other minerals and mineral rights in, upon and under said real estate as stated in Corporation Special Warranty Deed recorded December 10, 1945 in Book 349 at Page 160, [Reception No. 319657](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Mineral Deed between John Knifton and Charles J. Knifton and L.E. Lansden, Jr. recorded April 24, 1950 in Book 386 at Page 436, [Reception No. 345755](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
12. Pipe Line Easement between John Knifton and Charles J. Knifton and Natural Gas Producers, Inc. recorded June 17, 1953 in Book 430 at Page 98, [Reception No. 368935](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.

13. Right of Way Grant between John Knifton and Charles J. Knifton and Shell Pipe Line Corporation recorded September 13, 1954 in Book 446 at Page 152, [Reception No. 377793](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
14. Right of Way Contract between John Knifton and Charles J. Knifton and Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation recorded January 30, 1956 in Book 473 at Page 370, [Reception No. 389451](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
15. Saving, excepting, and reserving, however unto John W. Knifton, sometimes written John Knifton and Charles J. Knifton until March 1, 1987 or for so long as there is actual production, an undivided one-half (1/2) of all of the oil, gas and other mineral rights now owned by them and as of record as of this date, in, on and under the described premises, together with the means of ingress and egress for the purpose of exploring for, mining, producing and removing the same; and it is the intention of the parties that each shall own one-half (1/2) of all oil, gas and other mineral rights owned by them as of this date, their interest to revert to August W. Blumenkamp and Dennis E. Stuehm or their successors March 1, 1987, or if there is actual production March 1, 1987, such reversion to occur when production shall cease as stated in Warranty Deed recorded April 3, 1957 in Book 490 at Page 206, [Reception No. 397891](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
16. Easement between Rex Monahan and Doris L. Monahan and U S West Communications, Inc., a Colorado corporation recorded June 8, 1995 in Book 891 at Page 616, [Reception No. 614000](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
17. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
18. Electric Line - Right of Way between Wernsman Family Farms, LLC and Highline Electric Association recorded August 9, 2021 in Book 1044 at Page 858, [Reception No. 756670](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
19. 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.

SCHEDULE A



File No: 233601

1. Commitment Date: **July 18, 2023, 7:00 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 Wernsman Family Farms, LLC

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

A parcel to be determined by Survey in:
Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado
Section 16: a Parcel in the NW1/4 and a Parcel in the SW1/4

Property Address: **A Parcel in the NW1/4 and a Parcel in the SW1/4 of Section 16-8-53, Logan County, CO**

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in The United States of America Patent [No. COCOAA 000001 44.](#)
9. Right of Way Deed granted unto the Board of County Commissioners of the County of Logan and State of Colorado recorded July 10, 1931 in [Book 285 at Page 55](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
10. Easement between Doris M. Knudsen and Nels Knudsen and Shell Oil Company recorded May 13, 1955 in Book 458 at Page 390, [Reception No. 383588](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Colorado Oil and Gas Lease, Assignment Lease No. OG 59/2674, Partial Assignment from Lease No. 3818-17, From Shell Oil Company between the State of Colorado, acting by and through the State Board of Land Commissioners and Shell Oil Company recorded April 13, 1961 in Book 544 at Page 426, [Reception No. 429205](#); together with Utilization Agreement recorded August 27, 1958 in Book 505 at Page 538, [Reception No. 407078](#); and Assignment and Bill of Sale recorded January 31, 1966 in Book 602 at Page 518, [Reception No. 466899](#); and Assignment and Bill of Sale recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Colorado Oil and Gas Lease, Assignment Lease No. OG 63/59, Full Assignment from Lease No. 59/2675,

Assignor: Shell Oil Company between the State of Colorado, acting by and through the State Board of Land Commissioners and Kansas-Nebraska Natural Gas Company, Inc. a corporation recorded March 27, 1963 in Book 566 at Page 283, [Reception No. 444229](#); together with Assignment and Bill of Sale recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#); and Corrective Assignment and Bill of Sale recorded September 25, 1995 in Book 894 at Page 743, [Reception No. 615413](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#); and Assignment and Bill of Sale recorded June 28, 2004 in Book 953 at Page 256, [Reception No. 665200](#); together with Assignment and Bill of Sale recorded November 28, 2007 in Book 974 at Page 24, [Reception No. 685945](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

13. Gas Storage Easement between Doris M. Knudsen and Kansas-Nebraska Natural Gas Company, Inc. recorded August 20, 1963 in Book 571 at Page 424, [Reception No. 447370](#); Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
14. Right-Of-Way Grant between Robert R. Baney and Dorothy M. Baney and K N Energy, Inc., a Kansas Corporation recorded February 18, 1994 in Book 878 at Page 477, [Reception No. 608047](#); together with Assignment, Conveyance and Bill of Sale recorded May 19, 2000 in Book 928 at Page 761, [Reception No. 640705](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 890, [Reception No. 609106](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
16. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 893, [Reception No. 609109](#); together with Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 894, [Reception No. 609110](#); together with Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
18. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Co. recorded August 11, 1994 in Book 883 at Page 599, [Reception No. 610329](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
19. 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.
20. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under

the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

21. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. 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.**

SCHEDULE A



File No: 233602

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms, LLC](#)

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

A parcel to be determined by Survey in:
Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado
Section 16: A Parcel in the S1/2SW1/4

Property Address: **15745 County Road 29, Sterling, CO 80751 &**
14045 County Road 32, Sterling, CO 80751 (Improvements Only)

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in The United States of America Patent [No. COCOAA 000001 44.](#)
9. Right of Way Deed granted unto the Board of County Commissioners of the County of Logan and State of Colorado recorded July 10, 1931 in [Book 285 at Page 55](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
10. Easement between Doris M. Knudsen and Nels Knudsen and Shell Oil Company recorded May 13, 1955 in Book 458 at Page 390, [Reception No. 383588](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Colorado Oil and Gas Lease, Assignment Lease No. OG 59/2674, Partial Assignment from Lease No. 3818-17, From Shell Oil Company between the State of Colorado, acting by and through the State Board of Land Commissioners and Shell Oil Company recorded April 13, 1961 in Book 544 at Page 426, [Reception No. 429205](#); together with Utilization Agreement recorded August 27, 1958 in Book 505 at Page 538, [Reception No. 407078](#); and Assignment and Bill of Sale recorded January 31, 1966 in Book 602 at Page 518, [Reception No. 466899](#); and Assignment and Bill of Sale recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Colorado Oil and Gas Lease, Assignment Lease No. OG 63/59, Full Assignment from Lease No. 59/2675,

Assignor: Shell Oil Company between the State of Colorado, acting by and through the State Board of Land Commissioners and Kansas-Nebraska Natural Gas Company, Inc. a corporation recorded March 27, 1963 in Book 566 at Page 283, [Reception No. 444229](#); together with Assignment and Bill of Sale recorded March 16, 1995 in Book 889 at Page 173, [Reception No. 612863](#); and Corrective Assignment and Bill of Sale recorded September 25, 1995 in Book 894 at Page 743, [Reception No. 615413](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#); and Assignment and Bill of Sale recorded June 28, 2004 in Book 953 at Page 256, [Reception No. 665200](#); together with Assignment and Bill of Sale recorded November 28, 2007 in Book 974 at Page 24, [Reception No. 685945](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

13. Gas Storage Easement between Doris M. Knudsen and Kansas-Nebraska Natural Gas Company, Inc. recorded August 20, 1963 in Book 571 at Page 424, [Reception No. 447370](#); Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
14. Right-Of-Way Grant between Robert R. Baney and Dorothy M. Baney and K N Energy, Inc., a Kansas Corporation recorded February 18, 1994 in Book 878 at Page 477, [Reception No. 608047](#); together with Assignment, Conveyance and Bill of Sale recorded May 19, 2000 in Book 928 at Page 761, [Reception No. 640705](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 890, [Reception No. 609106](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
16. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 893, [Reception No. 609109](#); together with Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Company (an affiliate of K N Energy, Inc.), a Colorado Corporation recorded May 5, 1994 in Book 880 at Page 894, [Reception No. 609110](#); together with Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
18. Cathodic Unit Easement between Robert R. Baney and Dorothy H. Baney and K N Interstate Gas Transmission Co. recorded August 11, 1994 in Book 883 at Page 599, [Reception No. 610329](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
19. 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.
20. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under

the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

21. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. 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.**

SCHEDULE A



File No: 233603

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms LLC](#)

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

A parcel to be determined by Survey in:
Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado
Section 21: NE1/4

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

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, in The United States of America Patent recorded August 21, 1944 in [Book 108 at Page 434](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
9. Right of Way Deed granted unto The Board of County Commissioners of the County of Logan and State of Colorado recorded July 26, 1922 in [Book 216 at Page 193](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
10. Mineral Deed between Doris M. Knudsen and William P. Holand recorded May 29, 1951 in Book 405 at Page 251, [Reception No. 354970](#), of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
11. Mineral Deed between Doris M. Knudsen and W. F. Roland recorded July 14, 1952 in Book 419 at Page 20, [Reception No. 362798](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
12. Right of Way Grant between Doris M. Knudsen and The Toronto Pipe Line Company recorded September 10, 1952 in Book 421 at Page 4, [Reception No. 363950](#); together with Assignment of Easements recorded January 21, 1954 in Book 437 at Page 34, [Reception No. 372844](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
13. Right of Way Grant between Doris M. Knudsen and The Toronto Pipe Line Company recorded February 17,

1953 in Book 426 at Page 437, [Reception No. 366682](#); together with Assignment of Easements recorded December 24, 1953 in Book 436 at Page 138, [Reception No. 372317](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.

14. Gas Storage Agreement between Doris M. Knudsen and Kansas-Nebraska Natural Gas Company, Inc recorded August 20, 1963 in Book 571 at Page 443, [Reception No. 447373](#); together with Ratification and Rental Division Order recorded May 14, 1993 in Book 869 at Page 955, [Reception No. 604214](#); and Exhibit A, Assignment, Bill of Sale and Conveyance recorded November 29, 2001 in Book 937 at Page 46, [Reception No. 648990](#) 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. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Reserving however to Baney Land, LLC, a Colorado limited liability company all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
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.

SCHEDULE A



File No: 233604

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms LLC](#)

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
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

EXHIBIT "A"

Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado

SECTION 2: A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 1°13'55" EAST A DISTANCE OF 2661.45 FEET TO THE NORTHWEST CORNER OF SAID SW1/4; THENCE SOUTH 89°36'10" EAST ALONG THE NORTH LINE OF SAID SW1/4 A DISTANCE OF 1256.00 FEET; THENCE SOUTH 26°14'30" EAST A DISTANCE OF 669.78 FEET; THENCE SOUTH 5°59'05" EAST A DISTANCE OF 377.91 FEET; THENCE SOUTH 31°57'40" WEST A DISTANCE OF 329.36 FEET; THENCE SOUTH 2°33'15" WEST A DISTANCE OF 1396.04 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 2; THENCE SOUTH 89°56'30" WEST A DISTANCE OF 1412.16 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID SECTION 2.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 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. Right of Way Deed between William P. Neal and The North Sterling Irrigation District recorded July 30, 1909 in [Book 91 at Page 4](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
9. Reservations, if any, as stated in The United States of America Patent recorded April 5, 1915 in [Book 108 at Page 147](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
10. Contract between Cecil F. Schaer and Ferne M. Schaer and Sinclair Oil & Gas Company recorded May 12, 1955 in Book 458 at Page 314, [Reception No. 383530](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Right of Way Grant between Cecil F. Schaer and Ferne M. Schaer and Shell Pipe Line Corporation recorded June 4, 1955 in Book 461 at Page 19, [Reception No. 384190](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Unit Agreement recorded April 29, 1960 in Book 530 at Page 240, [Reception No. 421610](#); together with Assignment recorded February 28, 1974 in Book 683 at Page 665, [Reception No. 502284](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

13. Electric Line - Right of Way between North Sterling Irrigation Dist and Highline Electric Association recorded November 12, 2010 in Book 989 at Page 410, [Reception No. 701251](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
14. 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.
15. Easements, rights of way and/or encroachments as shown on Survey Plat for North Sterling Irrigation District recorded December 6, 2010 in Book 989 at Page 669, [Reception No. 701510](#) of the Logan County, Colorado records.
16. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. 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.

SCHEDULE A



File No: 233605

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms LLC](#) (NW1/4 Section 3-8-53)

[Wernsman Family Farms LLC](#) (SW1/4 Section 3-8-53)

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

A parcel to be determined by Survey in:

Township 8 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado
Section 3: NW1/4 & SW1/4

Property Address: **15787 County Road 36, Sterling, CO 80751 &**
Agricultural Ground, Logan County, CO

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in The United States of America Patent recorded July 24, 1896 in [Book 22 at Page 136](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
9. Reservations, if any as stated in The United States of America Patent recorded July 8, 1919 in [Book 140 at Page 464](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
10. Reservations, if any, as stated in The United States of America Patent recorded March 1, 1920 in [Book 184 at Page 31](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Except one-half of the fence on the north side of said land and one-half of the fence on the east side thereof as stated in Warranty Deed recorded December 6, 1926 in [Book 252 at Page 382](#), of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
12. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded February 23, 1951 in Book 400 at Page 232, [Reception No. 352589](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
13. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded January 7, 1953 in Book 425 at Page 93, [Reception No. 365953](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

14. Agreement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded March 14, 1953 in Book 427 at Page 329, [Reception No. 367179](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Right of Way Grant between Henry Haas Jr. and Elizabeth Haas and Shell Pipe Line Corporation recorded December 2, 1954 in Book 450 at Page 257, [Reception No. 379536](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
16. Easement between Henry Haas, Jr. and Elizabeth Haas and Shell Oil Company recorded June 11, 1955 in Book 461 at Page 236, [Reception No. 384383](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Saving, excepting and reserving unto Elizabeth Haas all oil, gas and other minerals in, on and under the described premises, together with the right of ingress and egress for the purpose of exploring for, mining and removing such oil, gas and other minerals as stated in Warranty Deed recorded November 20, 1967 in Book 622 at Page 35, [Reception No. 476052](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
18. Excepting and reserving, however, unto Gerald A. Haas and Cherie S. Haas or their predecessors in interest all of the oil, gas and other minerals underlying the described premises as stated in Warranty Deed recorded March 9, 1973 in Book 676 at Page 307, [Reception No. 497893](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
19. Mineral Deed between Elizabeth Haas and Wesley C. Lavin and Rosella F. Lavin recorded March 9, 1973 in Book 676 at Page 308, [Reception No. 497894](#) of the Logan County, Colorado records together with any and all assignments thereof or interest therein.
20. Saving, excepting and reserving, however unto Wesley C. Lavin and Rosella F. Lavin's predecessors in title all of the oil, gas and other minerals underlying the described premises heretofore reserved of record as stated in Warranty Deed recorded April 3, 1974 in Book 684 at Page 284, [Reception No. 502661](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
21. Excepting and reserving, however unto Wesley C. Lavin Jr.'s predecessors in title, all of the oil, gas and other minerals underlying the described premises heretofore reserved of record as stated in Special Warranty Deed recorded May 23, 1975 in Book 693 at Page 31, [Reception No. 508177](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. Reserving, however, unto The Security National Bank & Trust Co. of Duncan, it successors and assigns, all oil, gas and other minerals now owned in and to the described premises, together with the right of ingress and egress therefrom for the purposes of exploring for, producing and mining such minerals as stated in Warranty Deed recorded June 18, 1985 in Book 798 at Page 842, [Reception No. 567892](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
23. 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.

24. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
25. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
26. 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.

SCHEDULE A



File No: 233606

1. Commitment Date: **July 18, 2023, 7:00 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 [Wernsman Family Farms, LLC](#)

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

Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado
Section 15: All that part of the SE1/4 lying S of Irrigation Canal

Property Address: **15217 County Road 33, Sterling, CO 80751**

Premiums	
To Be Determined Commitment	\$300.00
	\$300.00

Countersigned
Northeast Colorado Title Company, LLC

By _____
Authorized Signature

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 18, 2023, 7:00am**

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquire for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings whether or not shown by the records of such agency or the public record.
7. (a) Unpatented mining claims; (b) reservations in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Reservations, if any, as stated in The United States of America Patent recorded October 20, 1912 in [Book 22 at Page 516](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
9. Right of Way Deed granted to The Board of County Commissioners of the County of Logan and State of Colorado recorded January 24, 1918 in [Book 138 at Page 167](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
10. Excepting and reserving unto The Federal Land Bank of Wichita, its successors and assigns, an undivided one-half of all oil, gas and other minerals and mineral rights in, upon and under said real estate as stated in Corporation Special Warranty Deed recorded December 10, 1945 in Book 349 at Page 160, [Reception No. 319657](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
11. Oil and Gas Lease between J.A. Brewer and Maude L. Brewer and Elmo A. Brewer and Shell Oil Company recorded February 27, 1950 in Book 384 at Page 1, [Reception No. 344225](#); together with Agreement recorded July 22, 1952 in Book 419 at Page 126, [Reception No. 362917](#); Affidavit recorded March 21, 1973 in Book 676 at Page 509, [Reception No. 498031](#); and Assignment and Bill of Sale between Robert M. Goodyear, Jr., Personal Representative of the Estate of Sheldon K. Beren, to Matzliach L.P. recorded March 22, 2012 in Book 995 at Page 747, [Reception No. 707580](#); and Assignment and Bill of Sale between Robert M. Beren and Robert M. Beren, L.P. recorded March 22, 2012 in Book 995 at Page 748, [Reception No. 707581](#) of the Logan County,

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

12. Mineral Deed between Jess A. Brewer and Elmo A. Brewer and Maude L. Brewer and W. F. Roland recorded February 13, 1951 in Book 400 at Page 42, [Reception No. 352376](#) of the Logan County, Colorado records, together with any and all assignments thereof or interest therein.
13. Easement between Jess A. Brewer and Elmo A. Brewer and Shell Oil Company recorded May 13, 1955 in Book 458 at Page 384, [Reception No. 383582](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
14. Right-of-Way Easement between Jess A. Brewer and Elmo A. Brewer and Highline Electric Association, Inc. recorded October 30, 1962 in Book 561 at Page 411, [Reception No. 440991](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
15. Reserving unto Elmo A. Brewer all of the oil, gas and other minerals lying in, on and under the described premises, with the right of ingress and egress for the purpose of prospecting for, drilling, mining and producing said minerals as stated in Warranty Deed recorded January 19, 1972 in Book 664 at Page 226, [Reception No. 492784](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
16. Saving and reserving unto Karen C. Kasch, as Trustee of The Florence M. Grimm Trust all of her interest in and to all of the oil, gas and other minerals of every kind and nature, in and under and that may be produced from the described premises, together with the rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Trustee's Special Warranty Deed recorded September 19, 1997 in Book 913 at Page 436, [Reception No. 625382](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
17. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
18. Mineral Deed between Karen C. Kasch, as Trustee of the Florence M. Grimm Trust to Karen C. Kasch as stated in Warranty Deed recorded August 1, 2000 in Book 929 at Page 882, [Reception No. 641826](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
19. Mineral Deed between Karen C. Kasch to Faith Grimm as stated in Warranty Deed recorded October 13, 2000 in Book 930 at Page 879, [Reception No. 642823](#); together with Corrected Warranty Deed recorded April 16, 2001 in Book 933 at Page 448, [Reception No. 645392](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
20. Reserving however to Robert R. Baney, also known as Robert Baney and Bob Baney and Dorothy H. Baney, also known as Dorothy Baney, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Bargain and Sale Deed recorded June 11, 2009 in Book 982 at Page 269, [Reception No. 694142](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.

21. Produced Water Disposal/Injection and Surface Use Agreement between Baney Land, LLC, a Colorado limited liability company and Beren Corporation, a Delaware corporation recorded December 28, 2015 in Book 1015 at Page 409, [Reception No. 727236](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
22. Reserving however to Baney Land, LLC, a Colorado limited liability company, all interest in and to any oil, gas and other minerals owned by them in and under the described lands, together with rights to reduce the the same to possession, of ingress and egress and use of so much of the surface as may be necessary for the full enjoyment of the mineral estate herein saved and reserved, including rights incident to the development, production, conservation, and transportation thereof as stated in Quit Claim Deed recorded January 31, 2019 in Book 1031 at Page 546, [Reception No. 743369](#) of the Logan County, Colorado records, together with any and all assignments thereof or interests therein.
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PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION

Date: _____

I hereby request approval to participate and bid at the **Wernsman Family Farms, LLC Land Auction**.
In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **Wernsman Family Farms, LLC Land Auction** Due Diligence Packet and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **August 31, 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)

