

**DETAIL BROCHURE
SNODGRASS IRRIGATED
LAND AUCTION
OCTOBER 20, 2022
PRINTED: October 13, 2022**

SNODGRASS IRRIGATED LAND AUCTION

Morgan County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, October 20, 2022
10:30 A.M., MT
Morgan County Block
Fort Morgan, 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
marcreck@reckagri.com
www.reckagri.com

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TERMS AND CONDITIONS OF SALE

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

OVERVIEW: The Snodgrass family heirs are offering their property for sale by auction. Their pivot irrigated property is located in a highly productive area within 1.5 to 3 miles S & SW of Fort Morgan, CO. Highly competitive commodity markets. Located within the Bijou Irrigation District with District acres, Company shares, and irrigation wells. Additional Empire Reservoir and Riverside Private Rights are also being offered for sale.

SALE TERMS/PROCEDURE: The "SNODGRASS IRRIGATED LAND AUCTION" is a land auction with RESERVE. The Snodgrass property to be offered as a "MULTI PARCEL" Auction in 2 Parcels, 1 Combo, 3 Water Lots, 1 Water Combo and as a Single Unit. The parcels, combo, water lots, water lot combo, and single unit will be offered in the sale order as stated within the brochure. The parcels, combo, water lots, water lot combo, and single unit will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions in the detail brochure and oral announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 2, 2022. Closing to be conducted by Northern Colorado Title and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Special 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 Detail Brochure and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, & Land Purchase Agreement. 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 Detail Brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing.

Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

POSSESSION: Possession of farmland and improvements subject to existing lease. Farmland is available to farm for the 2023 crop season. Tenant shall retain possession of improvement site on Parcel #1A, corrals and grain bins until or before March 18, 2023.

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

WATER RIGHTS & EQUIPMENT: Seller to convey all Seller's water, water rights, water wells and irrigation equipment, well permits, ditch rights, reservoir rights, lateral rights, and all easements and rights-of-way associated with said water rights, to transport, convey, and deliver water from said water rights through canals, ditches, and laterals; and all irrigation wells appurtenant to the property, including but not limited to the following: all water rights thereof by virtue of the inclusion therein of the above real estate within the boundaries of the Bijou Irrigation District, being 320 acre rights, more or less, 11 shares of The Bijou Irrigation Company, 6 Empire Private Rights, 12 shares of The Riverside Reservoir and Land Company (aka 3 Private Rights), 4 shares of The Dailey Lateral Company, 4 Shares of The Bijou Lateral Ditch Company, rights to

Bijou Irrigation Company augmentation plan, and Irrigation Wells #858-R-R and 859-R adjudicated in Water Court Case #W-2704 and W-9172. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, Bijou Irrigation District, Bijou Irrigation Company, The Riverside Reservoir and Lateral Company, The Dailey Lateral Company, The Bijou Lateral Company, and Bijou Irrigation Company augmentation plan. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, adequacy and/or delivery of ditch water and stream flows, and pumping rates/adequacy of pit pumps and condition of all irrigation equipment. Seller to pay for 2022 irrigation ditch assessments. District acres to be conveyed with real estate and water stock shares to be conveyed by stock assignment. Transfer of water stock is contingent upon approval of the Bijou Irrigation Board of Directors and respective Lateral Boards.

GROWING CROPS: Seller to retain landlord's 2022 crop rental payments.

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

REAL ESTATE TAXES: 2022 real estate taxes due in 2023, to be paid by Seller.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any.

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

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

ACREAGES: All stated acreages in the Color Brochure, Detail Brochure, and visual presentation at the auction are approximate and are obtained from FSA and/or County Assessor records. The FSA and/or County Assessor records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

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

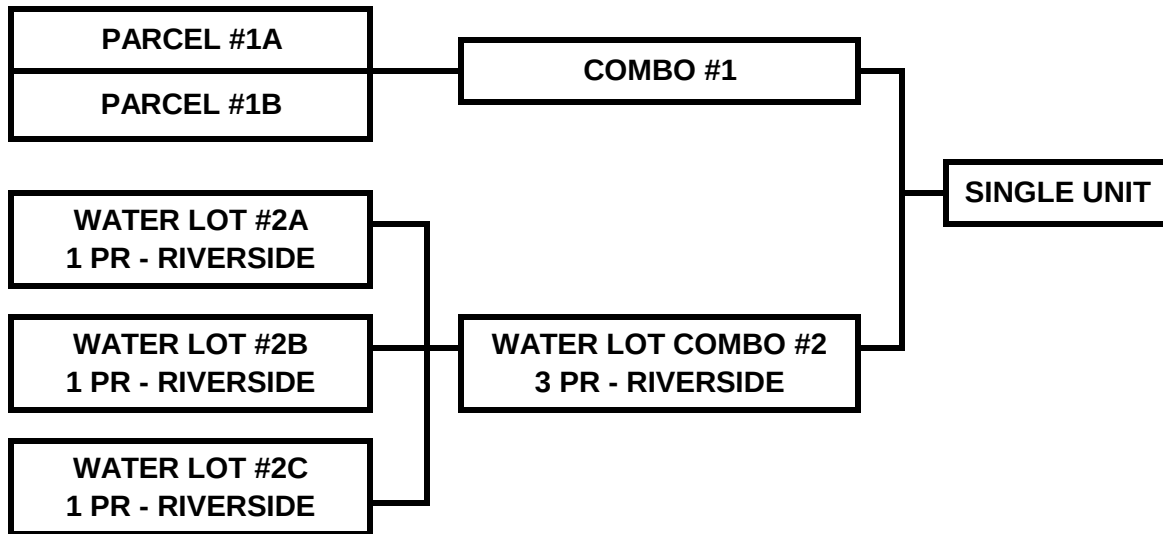
BIDDER REQUIREMENTS: To register to bid, Buyer(s), prior to the auction, must review and accept the Detail Brochure with the full auction terms and conditions, property descriptions, pertinent information, title commitments, and sample contracts. Detail Brochure may be obtained by visiting auction property page at www.reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the "SNODGRASS IRRIGATED 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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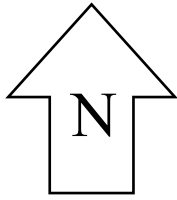
AUCTION BRACKET & SALE ORDER

SNODGRASS FARMS AUCTION BRACKET



AUCTION SALE ORDER

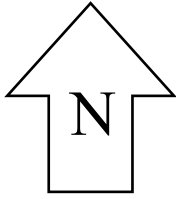
PARCEL #1A
PARCEL #1B
COMBO #1
WATER LOT #2A
WATER LOT #2B
WATER LOT #2B
WATER LOT COMBO #2
SINGLE UNIT



LOCATION MAP



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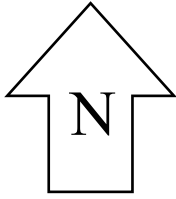


PARCEL #1A - PLAT MAP



PARCEL #1A
PROPERTY INFORMATION

LEGAL DESCRIPTION:	NW1/4 of Section 15, Township 3 North, Range 58 West of the 6th PM, Morgan County, CO. See Pages 77-112 for legal description, title commitment, and title exceptions.
ACREAGE:	130.0± Acres Pivot Irrigated 13.4± Acres Floodable Irrigated 16.6± Acres Roads/Improvement Site 160.0± Total Acres
LAND TENURE:	Soils consist of Nunn loam & Nunn clay loam soils See Soils Map on Page 16
TAXES:	2021 real estate taxes payable in 2022 are: \$2,738.48
IRRIGATION ASSESSMENTS:	160 Bijou Irrigation District Acres: \$7,452.80 (\$46.58/acres) 3 Shares Bijou Irrigation Company: \$155.52 (\$51.84/share) 4 Shares Bijou Lateral: \$800.00 (\$200.00/share) 3 Empire Private Rights: \$1,200.00 (\$400.00/share)
FSA INFORMATION:	FSA bases: 152.0 ac corn w/ 180 bu PLC yield.
IRRIGATION WATER:	Irrigation well #858-R-R (new well drilled 8/2022). See Page 18-21 for copy of well redrill permit, Well construction and yield estimate report, and Pump installation and production equipment report. Irrigation well is included within Bijou Augmentation Plan. 160 Bijou District Acres, 3 Shares Bijou Irrigation Co., 4 Shares Bijou Lateral, 3 Empire Private Rights. See Pivot Chart on Page 22. See Pages 28-29 for Water Case #W-204 B-96 and Pages 30-34 for copies of Water Stock Certificates.
IRRIGATION EQUIPMENT:	7 tower Valley pivot (3/13/2020), irrigation well: 40 hp electric motor with pump. Pit: 30 hp electric motor with pump.
IMPROVMENTS:	Address: 15484 County Road Q, Fort Morgan, CO. As per Morgan County Assessor records: Home is 2 bedroom, 1 bath, 852 sq ft main floor with unfinished basement. Misc outbldgs. Appliances and tenants personal property excluded. Small feedlot. 5,000 +/- grain bin See Pages 58-64 for Seller's Property Disclosure and Pages 65-66 for Lead-Based Paint Disclosure.
BID PRICE:	



PARCEL #1B - PLAT MAP



PARCEL #1B
PROPERTY INFORMATION

LEGAL DESCRIPTION: SE1/4 of Section 13, Township 3 North, Range 58 West of the 6th PM, Morgan County, CO.
See Pages 113-167 for legal description, title commitment, and title exceptions.

ACREAGE: 115.0± Acres Pivot Irrigated
30.5± Acres Floodable Irrigated
14.5± Acres Road & Improvement site
160.0± Total Acres

LAND TENURE: Soils consist of Fort Collins loam & Bresser & Nunn clay loam.
See Soils Map on Page 17

TAXES: 2021 real estate taxes payable in 2022 are: \$3,416.28

IRRIGATION ASSESSMENTS: 160 Bijou Irrigation District Acres: \$7,452.80 (\$46.58/acres)
8 Shares Bijou Irrigation Company: \$414.72 (\$51.84/share)
4 Shares Dailey Lateral: \$960.00 (\$240.00/share)
3 Empire Private Rights: \$1,200.00 (\$400.00/share)

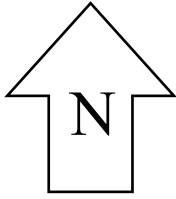
FSA INFORMATION: FSA bases: 152.1 ac corn w/ 180 bu PLC yield.

IRRIGATION WATER: Irrigation well Permit #859-R. See Page 23-25 for copy of well permit & log. Well is included within Bijou Augmentation plan, 160 Bijou Irrigation District Acres, 8 shares Bijou Irrigation Company, 4 shares Dailey Lateral, 3 Empire Private Rights. See Pages 26-27 for Pivot Charts. See Pages 28-29 for decree from Water Case #W-204 B-96 and Pages 30-34 for copies of Water Stock Certificates. No well pump test was conducted on this well. No work has been done other than electric motor replaced. Tenant states in his opinion, the well pumps 1,000 gpm to 1,100 gpm and pumps excess over what the pivot uses.

IRRIGATION EQUIPMENT: 8 tower Valley pivot (2/4/2011), Irrigation well: 40 hp electric motor with pump. Pit: 30 hp electric motor with pump.

IMPROVMENTS: Address: 15263 County Road 18, Fort Morgan, CO.
As per Morgan County Assessor records: Home is 2 bedroom, 1 bath, 1,064 sq ft main floor with unfinished basement. Misc outbldgs. Appliances and tenants personal property excluded.
See Pages 67-73 for Seller's Property Disclosure and Pages 74-75 for Lead-Based Paint Disclosure.

BID PRICE:



COMBO #1 - PLAT MAP



COMBO #1 PROPERTY INFORMATION

**LEGAL
DESCRIPTION:**

See Parcels #1A & #1B

ACREAGE:

245.0±	Acres Pivot Irrigated
43.9±	Acres Floodable Irrigated
<u>31.1±</u>	Acres Roads/Improvements
320.0±	Total Acres

LAND TENURE:

See Parcels #1A & #1B

TAXES:

2021 real estate taxes payable in 2022 are: \$6,154.76

**IRRIGATION
ASSESSMENTS:**

320 Bijou Irrigation District Acres: \$14,905.60 (\$46.58/acres)
11 Shares Bijou Irrigation Company: \$570.24 (\$51.84/share)
4 Shares Bijou Lateral: \$800.00 (\$200.00/share)
4 Shares Dailey Lateral: \$960.00 (\$240.00/share)
6 Empire Private Rights: \$2,400.00 (\$400.00/share)

**FSA
INFORMATION:**

FSA bases: 304.1 ac corn.

**IRRIGATION
WATER:**

See Parcels #1A & #1B

**IRRIGATION
EQUIPMENT:**

See Parcels #1A & #1B

IMPROVMENTS:

See Parcels #1A & #1B

BID PRICE:

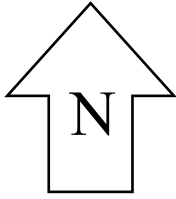
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RIVERSIDE PRIVATE RIGHTS

LOT	BID PRICE
WATER LOT #2A	
WATER LOT #2B	
WATER LOT #2C	
WATER LOT COMBO #2	

See page 32 for copy of The Riverside Reservoir and Land Company stock certificate for 12 shares. 4 shares equals 1 Riverside Private Right.

Each lot contains 1 Riverside Private Rights
Combo contains 3 Riverside Private Rights



SINGLE UNIT - PLAT MAP



SINGLE UNIT PROPERTY INFORMATION

LEGAL

DESCRIPTION: See Parcels #1A, #1B, #2A, #2B & #2C

ACREAGE: 245.0± Acres Pivot Irrigated
43.9± Acres Floodable Irrigated
31.1± Acres Roads/Improvements
320.0± Total Acres

LAND TENURE: See Parcels #1A, #1B, #2A, #2B & #2C

TAXES: 2021 real estate taxes payable in 2022 are: \$6,154.76

ASSESSMENTS: 320 Bijou Irrigation District Acres: \$14,905.60 (\$46.58/acres)
11 Shares Bijou Irrigation Company: \$570.24 (\$51.84/share)
4 Shares Bijou Lateral: \$800.00 (\$200.00/share)
4 Shares Dailey Lateral: \$960.00 (\$240.00/share)
6 Empire Private Rights: \$2,400.00 (\$400.00/share)
3 Riverside Private Rights: \$300.00 (\$100.00/share)

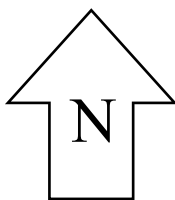
FSA

INFORMATION: FSA bases: 304.1 ac corn.

**IRRIGATION
WATER &
EQUIPMENT:** See Parcels #1A, #1B, #2A, #2B & #2C

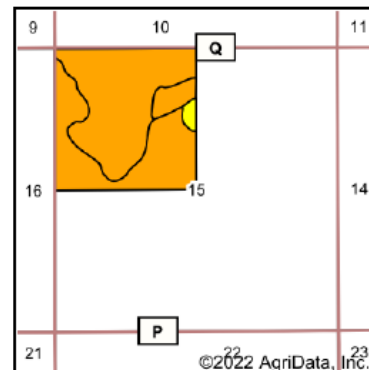
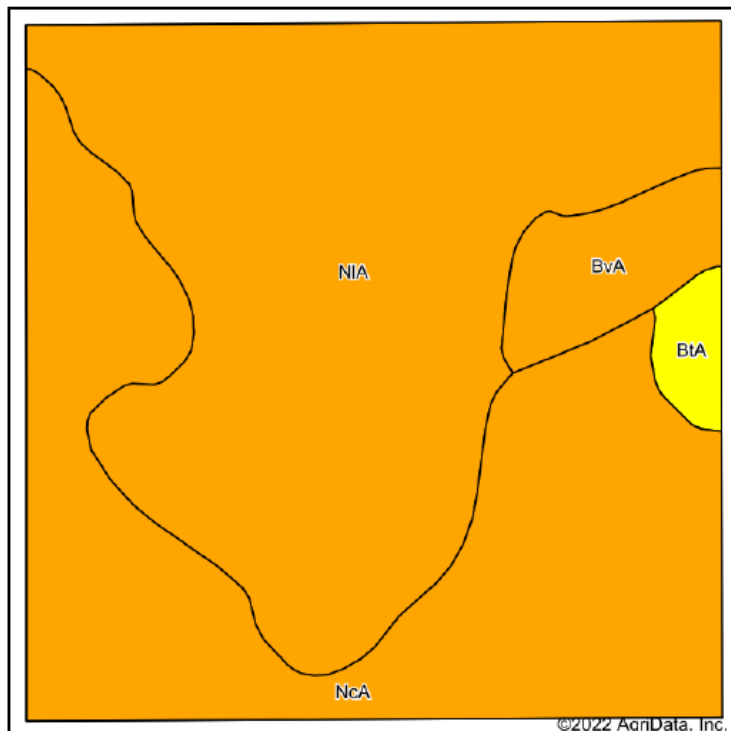
IMPROVMENTS: See Parcels #1A & #1B

BID PRICE:



SOILS MAP - Parcel #1A

Soils Map



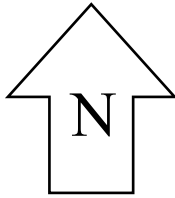
State: **Colorado**
 County: **Morgan**
 Location: **15-3N-58W**
 Township: **Fort Morgan**
 Acres: **162.92**
 Date: **9/9/2022**

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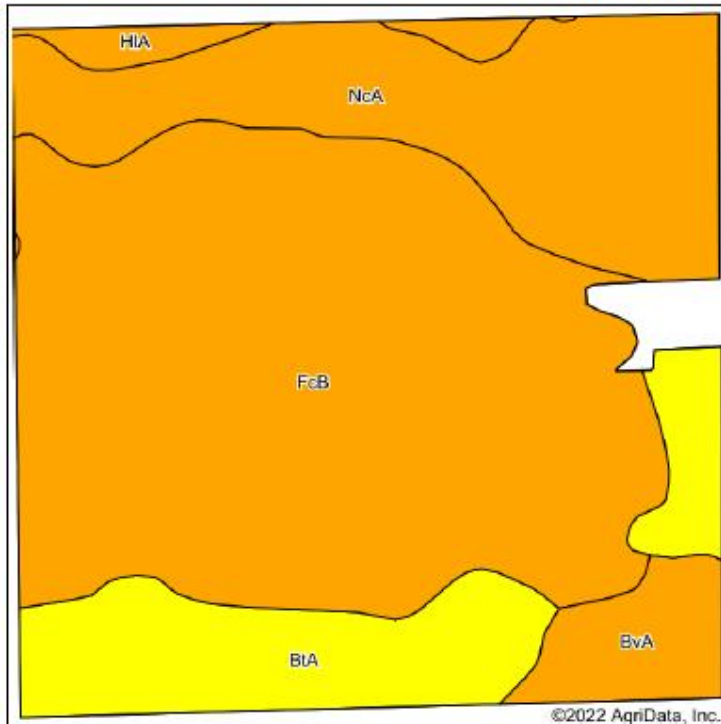
Soils data provided by USDA and NRCS.

Area Symbol: CO087, Soil Area Version: 22													
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Annual hay crop Irrigated Tons	Corn Irrigated Bu	Dry pinto beans Irrigated Lbs	Sugar beets Irrigated Tons	Sunflowers Irrigated Lbs	Wheat Irrigated Bu	*n NCCPI Corn
NIA	Nunn loam, 0 to 1 percent slopes	86.44	53.1%		IIIe								11
NcA	Nunn clay loam, 0 to 1 percent slopes	64.52	39.6%		IIIe								9
BvA	Bresser sandy loam, 0 to 3 percent slopes	8.94	5.5%		IVe								6
BtA	Bresser clay loam, terrace, 0 to 1 percent slopes	3.02	1.9%		IIIs	5.5	3	180	2700	24	1200	65	8
Weighted Average					3.04	0.1	0.1	3.3	50	0.4	22.2	1.2	*n 9.9
												*n 18.5	

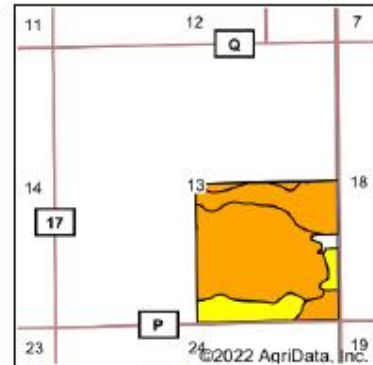


SOILS MAP - Parcel #1B

Soils Map



Soils data provided by USDA and NRCS.



State: Colorado
County: Morgan
Location: 13-3N-58W
Township: Fort Morgan
Acres: 160
Date: 9/19/2022

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Area Symbol: CO087, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Annual hay crop Irrigated Tons	Com Irrigated Bu	Dry pinto beans Irrigated Lbs	Sugar beets Irrigated Tons	Sunflowers Irrigated Lbs	Wheat Irrigated Bu	*n NCCPI Com	*n NCCPI Small Grains
FcB	Fort Collins loam, 0 to 3 percent slopes	89.98	56.2%		IIIe								12	18
NcA	Nunn clay loam, 0 to 1 percent slopes	34.66	21.7%		IIIe								9	18
BtA	Bresser clay loam, terrace, 0 to 1 percent slopes	24.39	15.2%		IIIs	5.5	3	180	2700	24	1200	65	8	23
BvA	Bresser sandy loam, 0 to 3 percent slopes	7.45	4.7%		IVe								6	16
H1A	Heldt clay, 0 to 1 percent slopes	3.52	2.2%		IIIs	4	4	150	1800	20	1200	55	3	12
Weighted Average						2.89	0.9	0.5	30.7	451.2	4.1	209.3	11.1	*n 10.3
														*n 18.5

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

PARCEL #1A — WELL PERMIT #858-R-R



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 858-R-R
RECEIPT NUMBER 10022976

ORIGINAL PERMIT APPLICANT(S)

HEIRS OF JESS K SNODGRASS

APPROVED WELL LOCATION

Water Division: 1 Water District: 1
Designated Basin: N/A
Management District: N/A
County: MORGAN
Parcel Name: N/A
Physical Address: N/A
NW 1/4 NW 1/4 Section 15 Township 3.0 N Range 58.0 W Sixth P.M.

AUTHORIZED AGENT

HERTZ FARM MANAGEMENT (VAN NORMAN, KURT)

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 596296.0 Northing: 4454057.0

PERMIT TO REPLACE EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the replacement of an existing well, permit no. 858-R-R, receipt no. 0224277 (decreed by the Division 1 Water Court as Snodgrass Well No. 0858, case no. W2704 B-96). Upon completion of the new well, the old well must be plugged and abandoned in accordance with Rule 16 of the Water Well Construction Rules. A Well Abandonment Report form (GWS-09) must be submitted within sixty (60) days of abandonment of the old well.
- 4) Approved as an alternate point of diversion to direct flow rights on the South Platte River (Priority No. 41 dated October 1, 1888 and Priority No. 51 dated April 1, 1900) as described in case no. W2704.
- 5) The use of groundwater from this well combined with the applicant's surface water rights is restricted to the irrigation of 160 acres in the NW ¼ of Sec. 15, Twp. 3 N, Rng. 58 W, S P.M.
- 6) The pumping rate of this well shall not exceed 2.78 cfs (1250 gpm).
- 7) The annual amount of groundwater to be withdrawn by this well shall not exceed 480 acre-feet or the quantity covered under the court approved plan for augmentation, whichever is less.
- 8) This well shall not be pumped unless included in a court approved plan for augmentation or a substitute water supply plan approved by the State Engineer. This well is currently operated under the Bijou Irrigation Company augmentation plan approved by the Division 1 Water Court in case nos. W2704 and W9172.
- 9) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 10) Production is limited to the alluvial (or unconsolidated) aquifer. Wells completed in the unconsolidated/alluvial aquifer must be constructed in accordance with Well Construction Rule 10.4.7 (2 CCR 402-2) for a Type III aquifer.
- 11) For the future administration of this augmentation plan, a totalizing flow meter may be required by the Division Engineer of Water Division 1, to be installed on this well and maintained in good working order by the well owner.
- 12) This replacement well shall not be constructed any closer to any other existing well than the well it is replacing, if such other well is within 600 feet of the replacement, is completed in the same aquifer, and is not owned by the applicant.
- 13) This well shall be constructed not more than 200 feet from the location specified on this permit and not more than 200 feet from the location decreed for Snodgrass Well No. 0858 in case no. W2704 B-96 (decreed location is 339 feet from the north section line and 44 feet from the west section line [UTM coordinates Easting 596296.0, Northing 4454057.8, Zone 13, meters, NAD83]).
- 14) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

WELL PERMIT NUMBER 858-R-R

RECEIPT NUMBER 10022976

NOTE: The WDID for this well is 0108419.

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: dwr.colorado.gov



Issued By SARAH BRUCKER

Date Issued: 7/25/2022

Expiration Date: 7/25/2023

Form No. GWS-32 10/2016	PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 dwr.colorado.gov and dwrpermitsonline@state.co.us	For Office Use Only																														
1. Well Permit Number: 858-R-R Receipt Number: 10022967																																
2. Owner's Well Designation: Snodgrass Well No. 0858																																
3. Well Owner Name: Heirs of Jess K. Snodgrass																																
4. Well Location Street Address:																																
5. GPS Well Location: ☐ Zone 12 ☒ Zone 13 Easting: 596296 Northing: 4454057 County: Morgan																																
6. Legal Well Location: NW 1/4, NW 1/4, Sec. 15 Twp. 3 ☒ N or S ☐ , Range 58 ☐ E or W ☒																																
Distances from Section Lines: _____ ft. from ☐ N or S ☐ sec. line, and _____ ft. from ☐ E or W ☐ sec. line																																
Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____																																
7. Check Installation Type: ☒ Initial Pump Installation ☐ Replacement Pump ☐ Change in Depth Only ☐ Repair																																
8. Pump Data: Type: Vertical Lineshaft Turbine Date Installed(mm/dd/yyyy): 09/03/2022																																
Pump Manufacturer: Flowserve Pump Model No. 12SKH																																
Design GPM: 1200 at RPM 1800 HP 40 Volts 460 Full Load Amps 50																																
Pump Intake Depth: 130 Feet, Drop/Column Pipe Size Inches, 8 Kind of Drop Pipe Steel Threaded																																
Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: ☒ Electric ☐ Engine ☐ Other																																
Design Head: 90 feet Number of Stages: 2 Shaft size: 1.25 inches																																
9. Other Equipment:																																
Airline Installed: ☐ Yes ☒ No, Orifice Depth ft. _____ Monitor Tube Installed: ☐ Yes ☒ No, Depth ft. _____																																
Flow Meter Mfg. _____ Meter Serial No. _____																																
Meter Readout: ☐ Gallons, ☐ Thousand Gallons, ☐ Acre feet Beginning Reading: _____																																
10. Cistern Information: Material: _____ Capacity: _____ gallons Date Installed: _____																																
11. Production Equipment Test Data: ☐ check box if data is submitted on Form Number GWS-39 Well Yield Test Report.																																
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Date:</td> <td style="width:15%; text-align: center;">9/3/22</td> <td style="width:15%; text-align: center;">9/3/22</td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td>Total Well Depth: 160 ft.</td> <td style="text-align: center;">01:00</td> <td style="text-align: center;">04:00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Static Level: 77 ft.</td> <td style="text-align: center;">1200</td> <td style="text-align: center;">1200</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Date Measured: 09/03/2022</td> <td style="text-align: center;">105</td> <td style="text-align: center;">106</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Rate (gpm):</td> <td style="text-align: center;">Pumping Level (ft):</td> <td></td> <td></td> <td></td> </tr> </table>			Date:	9/3/22	9/3/22				Total Well Depth: 160 ft.	01:00	04:00				Static Level: 77 ft.	1200	1200				Date Measured: 09/03/2022	105	106					Rate (gpm):	Pumping Level (ft):			
Date:	9/3/22	9/3/22																														
Total Well Depth: 160 ft.	01:00	04:00																														
Static Level: 77 ft.	1200	1200																														
Date Measured: 09/03/2022	105	106																														
	Rate (gpm):	Pumping Level (ft):																														
12. Disinfection: Type: Sterilene Amt. Used: 2 lbs.																																
13. Notification: Was Advanced Notification Required Prior to Installation? ☐ Yes ☒ No, Date Notification Given: _____																																
14. Water Quality analysis available: ☐ Yes ☒ No If yes, please submit with this report.																																
15. Remarks:																																
16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.																																
Company Name: Canfield Drilling Co.	Email: joelcanfield@canfielddrilling.com	Phone w/area code: (970) 867-2943																														
		License Number: 1454																														
Mailing Address: PO Box 519 Fort Morgan, CO. 80701																																
Sign (or enter name if filing online) 	Print Name and Title Joel Canfield/ Driller	Date: 09/21/2020																														

PARCEL #1A— PIVOT CHART

Dealer WIGGINS ELECTRIC
Customer SNOODGRASS FARMS
Field Name 15 & Q



Sprinkler Order No 11375555

Parent Order No 11375553

Valley Standard Pivot 7000 Percent Timer Data

Setup Information - Valley Computer Control Panel Water Application Constants: Minimum Application = 0.087 (in) Hours Per Revolution = 7.0

Based on IN			Based on % Timer		
IN Per 360 degrees	Pivot % Timer	Hours Per 360 degrees	Pivot % Timer	IN Per 360 degrees	Hours Per 360 degrees
0.087	100.0	7.0	100.0	0.087	7.0
0.10	87.1	8.0	90.0	0.10	7.8
0.20	43.5	16.1	80.0	0.11	8.8
0.30	29.0	24.1	70.0	0.12	10.0
0.40	21.8	32.1	60.0	0.15	11.7
0.50	17.4	40.2	50.0	0.17	14.0
0.60	14.5	48.3	45.0	0.19	15.6
0.70	12.4	56.5	40.0	0.22	17.5
0.80	10.9	64.2	35.0	0.25	20.0
0.90	9.7	72.2	30.0	0.29	23.3
1.00	8.7	80.5	25.0	0.35	28.0
1.25	7.0	100.0	20.0	0.44	35.0
1.50	5.8	120.7	17.5	0.50	40.0
1.75	5.0	140.0	15.0	0.58	46.7
			12.5	0.70	56.0
			10.0	0.87	70.0
			7.5	1.16	93.3
			5.0	1.74	140.0

Field Area	Flow	Pressure	LRDU Drive Train
132.3 (Ac) Total	800 (GPM)	38 (PSI) Pivot Pressure	68 RPM Center Drive @ 60 Hz freq
121.6 (Ac) Pivot 360°	5.63 (GPM per Acre)	Inlet Pressure	11.2 x 38 Tire
10.6 (Ac) EG on 52%	0.30 (in per day) App Rate	5(ft) Highest Elevation	52:1 Wheel GB Ratio, LRDU Dist 124
1298.5 (ft) Machine Length	0.087 (in) App Depth @ 100%	5(ft) Lowest Elevation	7.0 Hrs/360 @ 100% (18.90) (Ft per
105.1 (ft) End Gun Radius	117.6 (GPM) End Gun		

Disclaimer
The information presented in the attached Percent Timer Report is based on variables which cannot be totally controlled by Valmont (including, but not limited to; pivot pressure, inside pipeline surface, end gun throw, end gun arc setting, tire slippage, tire pressure, field slopes, soil variations, sprinkler package installation, well capacity, center drive motor voltage, center drive motor frequency, climatic conditions and other elements and circumstances beyond Valmont's reasonable control). Valmont recommends monitoring the machine for at least one pass through field to obtain an accurate rotation time.

Percent Timer - 03/20/2020

Page 1

PARCEL #1B— WELL PERMIT #859-R

Form F (Rev.)
7-57/5M

DEC 3 1959

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

RECEIVED
NOV 19 1959
GROUND WATER SEC.
COLORADO
STATE ENGINEER

REGISTRATION NO. 859R WELL

Registrant Jesse K. Snodgrass Well No. 2 Date Oct. 1, 1959

P.O. Address Ft. Morgan, Colo.

WELL DATA

Depth 140 ft. Diameter 18 in.

Casing : 80 ft. Plain; 60 ft. Perfor.

Static Water Level 56 ft. from top

Yield 1500 (gpm)(cfs) from 90 ft.

Used for irrigation on/at

WELL LOCATION

County Morgan 44

NW 1/4 Section 13

Twp. 3N, Rge. 58W, 6th PM

60 Acres SE 1/4 sec. 13, Twp. 3N, range 58,
(legal description of land or site)

Water conveyed by pipe, size 15 in.

PUMP DATA

Type Turbine Size 10"

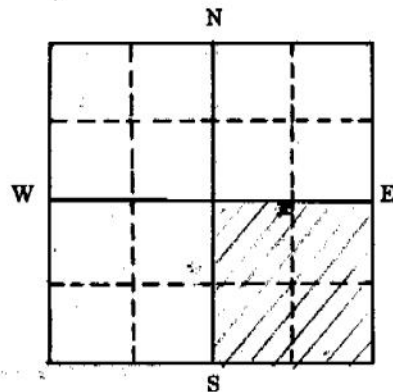
Driven by 40 HP Electric at 1760 RPM

Well was first used May 15, 19 56

Drilled 1-6-55 Used in Spring cfs
for irrigation using 1500 gpm

Well enlarged _____, 19 _____ to
deepened _____
(gpm)(cfs)(ft)

LOG SHOULD BE GIVEN ON REVERSE
SIDE IF AVAILABLE



WELL TO BE LOCATED AS ACCUR-
ATELY AS POSSIBLE WITHIN A
SMALL SQUARE WHICH REPRESENTS
40 ACRES; OR IF IN A TOWN OR
SUBDIVISION FILL IN THE FOLLOW-
ING:

Town or Subdivision _____

Street address or Lot and Block _____

The above well ~~has~~ (has not) been registered in the Office of the State Engineer prior to May 1, 1957. If Registered give Filing No. _____.

If NOT Registered prior to May 1, 1957, a \$5.00 filing fee accompanies this form.

The above statements are true and correct to the best of my knowledge and belief.
Subscribed and Sworn before me

this 4th day of November, 19 59.

My commission expires August 24, 1963

(SEAL)

Bette L. Mann
Notary Public

Jesse K. Snodgrass
Registrant

FOR STATE ENGINEER'S USE

Located in 1-1 district, Morgan County for irrigation

Registration No. 1044 in 1-1, on Nov. 19, 19 59

LOG:

0-4	Top
4-11	Clay & sand
11-24	Fine sand & some clay
24-35	Sand & some clay
35-42	Fine gravel & sand
42-46	Clay
46-53	Sand & a little clay
53-62	Fine gravel & sand
62-73	Clay & quick sand
73-76	Quick sand
76-81	Blue clay
81-83	Blue clay & fine sand
83-94	Fine gravel & sand, clean
94-103 $\frac{1}{2}$	Gravel & sand, clean
103 $\frac{1}{2}$ -107	Clay & gravel & sand
107-126	Red gravel & sand & rocks (some clay balls)
126-131	Red gravel & sand, shows some iron
131-135	Red gravel & sand
135-137	Clay
137-140	Blue shale



Log of Ground Formations

Top sand	4'
clay & sand	11'
Fine sand & some clay	24'
Sand & some clay	25'
Fine gravel & sand	42'
clay	26'
sand & a little clay	33'
Fine gravel & sand	42'
clay & quick sand	73'
Quick sand	74'
Blue clay	81'
Blue clay & fine sand	83'
Fine gravel & sand clean	94'
Gravel & sand clean	103 1/2'
clay & gravel & sand	107'
Red gravel & sand & Rocks (some clay balls)	126'
Red gravel & sand shales & some IRON	131'
Red gravel & sand clay	135'
Blue shale	137'
	140'

plains

Static - 56'

perforated

CANFIELD DRILLING COMPANY FORT MORGAN, COLORADO

Name James Shadgrass Date of Contract _____

Address Jan 6-55, 1 1/2 miles South

Location of Well - Qt. Sec. 14, Sec. 13, T. 3-N, R. 58-W

Date Well Drilled Jan 6, 55

WELL DATA - Depth of Test Hole 140 ft.

Location of Test Log Box #8, page 18

Depth of Well 140 ft.

Size of Hole 32 in.

Size of Casing 18 Gage 12

Amount of Plain Casing 80 ft.

Amount of Perforated Casing 60 ft.

GRAVEL - 1 1/2-in. Rock at \$ _____ per yard none yds.

3/4-in. Rock at \$ _____ per yard 30 1/2 yds.

River Gravel at \$ _____ per yard 5 1/2 yds.

COST - Cost of Test Holes (No charge

16 1/2 x 10 head if water furnished by land owner) \$ 171.60

12" - 2 1/2" Bow Irrigation Well at \$ 12.00 per ft. \$ 1680.00

10" 10" Suction Discharge of 10" w/cap Gravel \$ 185.13

TOTAL COST OF WELL \$ 2036.73

PUMP DATA - Diameter 10 x 2 x 1 3/16 in. Length 90 ft.

Motor HP 70 No. F143605 RPM 1755 1400 GPM

DPT D 2762 Denver Order # 1461

Frame No. _____ Price 3130.63

Ordered - 1400 - from 80 ft.

WELL TEST - Cost to Pump and Test Well

(No charge if pump is purchased from driller) \$ n/c

Well Capacity 1000 GPM from 70 ft.

Static Level 1400 GPM from 87 ft.

OVERALL COST OF WELL AND PUMP

(Installed) \$ 5167.36

Steel Bottom
Mixed 92 ft. up.

PARCEL #1B— PIVOT CHART

Valley Dealer
Wiggins Electric
105 KAREN ST
PO BOX 26
Wiggins, CO 80654
UNITED STATES

Dealer No.
00907223

V-Chart
Customer
SNODGRASS FARMS
2586 S LEYDEN ST
DENVER, CO 80222
UNITED STATES

Field Name
RD 18

Parent Order **10824310**
Sprinkler Order No. **Snodgrass Farms 1**
plant **McCook Parts**

Dealer PO
Order Date **05/09/2011**
Load Date **05/11/2011**
Method Of Shipment **UPSG**

8 Span Valley Standard Pivot 7000
Machine Flow 850 GPM
Pivot Pressure 40 PSI

over Sheet - 05/09/2011

Order No 10824310

Dealer Wiggins Electric
Customer SNODGRASS FARMS
Field Name RD 18

Sprinkler Order No Snodgrass Farms 1

Valley Standard Pivot 7000 Machine Summary

Span and Overhang						Field Area		Flow	
Model	Qty	Length Ft	Pipe O.D. In	Coupler Spacing	D. U. Qty Profile Tire				
8000	7	160.0	6 5/8	108	18" Standard	113.5 Acres Total		850 Gallons Per Minute	
8000	1	140.0	6 5/8	108	16" Standard	107.8 Acres: Pivot 320"		7.27 GPM/Acre	
8000	1	36.0	6 5/8	110	6"	5.6 EG on 62.51%		0.39 In/Day App Rate	
						1297.0 Ft. Machine Length		0.100 In. App Depth @ 100%	
						53.2 Ft. End Gun Radius		649 GPM End Gun	

Messages

Caution:
1. Part circle sprinklers are recommended for use with galvanized drops only.
2. Available Outlets - This LDN model has been discontinued. Use only for renozzeling. Only nozzles will be included on the BOM. Please use the LDN UP3 to receive complete packages.

Dealer:
None

Sprinkler -- Available Outlets

Pressure

40 PSI Pivot Pressure
Inlet Pressure
5.0 Ft. Highest Elevation
5.0 Ft. Lowest Elevation

LDN Drive Train

68 RPM Center Drive @ 60 Hz freq.
11.2 x 38 Tire
52:1 Wheel GB Ratio, LDN Dist 1260.8 Ft.
6.2 Hrs/320° @ 100% (18.90) Ft/Min

Sprinkler -- Available Outlets

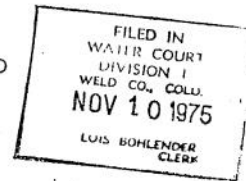
Sprinkler Configuration		Range (ft.)	
		Outlets	
Vanmar U-Pipe 6 PVC 3/4 M NPT x 3/4 F NPT		2,16	
		21,34	
Valley Poly Drop Variable Length 60" Ground Ctr		39,52	
		57,70	
Valley Regulator PSR 15 3/4 F NPT		75,88	
		93,106	
Senninger LDN Concave 3/4 M NPT		111,124	
		129,140	
		147,148	

Sprinkler Configuration		Range (ft.)
		Outlets
Vanmar U-Pipe 6 PVC 3/4 M NPT x 3/4 F NPT		17,20
Vanmar PVC Drop Variable Length 72" Ground Ctr		35,38
		53,56
Valley Regulator PSR 15 3/4 F NPT		71,74
		89,92
Senninger LDN Part-Circle Concave 3/4 M NPT		107,110
		125,128
		143,142
		144,145

WATER CASE #W-2704 B-96

IN THE WATER COURT IN AND FOR
WATER DIVISION I, STATE OF COLORADO

CASE NO. W-2704 B- 96



IN THE MATTER OF THE APPLICATION
FOR WATER RIGHTS OF

JESSE K. SNODGRASS

IN THE SOUTH PLATTE RIVER OR
ITS TRIBUTARIES

TRIBUTARY INVOLVED
IN MORGAN COUNTY, COLORADO.

D E C R E E

THIS CLAIM, having been filed with the Water Clerk, Water Division I, on May 26, 1972, and the Court being fully advised in the premises, does hereby find:

All notices required by law of the filing of this application have been fulfilled, and the Water Court has jurisdiction of this application.

The Court having read and considered the verified application as originally filed herein and having heard and considered the evidence, the exhibits and all testimony now heretofore taken and being fully advised in the premises, doth decree as follows:

IT IS HEREBY DECREED:

1. The name and address of the claimant:

JESSE K. SNODGRASS
502 Grant Street
Fort Morgan, Colorado 80701

2. The name of the structures:

Snodgrass Well No. 0858
Snodgrass Well No. 0859

3. The legal description of the structures:

Snodgrass Well No. 0858 is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 3 North, Range 58 West of the 6th P. M., Morgan County, Colorado, at a point 339 ft. South from North section line and 44 ft. East from West section line, said Section 15.

Snodgrass Well No. 0859 is located on the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 3 North, Range 58 West of the 6th P. M., Morgan County, Colorado, at a point 2632 ft. North from South section line and 1330 ft. West from East section line, said Section 13.

4. The source of water is:

Groundwater

5. The date of appropriation:

Snodgrass Well No. 0858: May 24, 1956
Snodgrass Well No. 0859: May 15, 1955

6. The amount of water:

Snodgrass Well No. 0858: 2.78 cubic feet per second
Snodgrass Well No. 0859: 2.36 cubic feet per second

7. The use of the water:

Snodgrass Well No. 0858: Irrigation of approximately 160 acres
in the NW $\frac{1}{4}$ of Section 15, Township 3 North, Range 58 West of the
6th P. M., Morgan County, Colorado.

Snodgrass Well No. 0859: Irrigation of approximately 160 acres
in the SE $\frac{1}{4}$ of section 13, Township 3 North, Range 58 West
of the 6th P. M., Morgan County, Colorado.

DATED this 2nd day of October, A. D., 1975.

BY THE COURT:

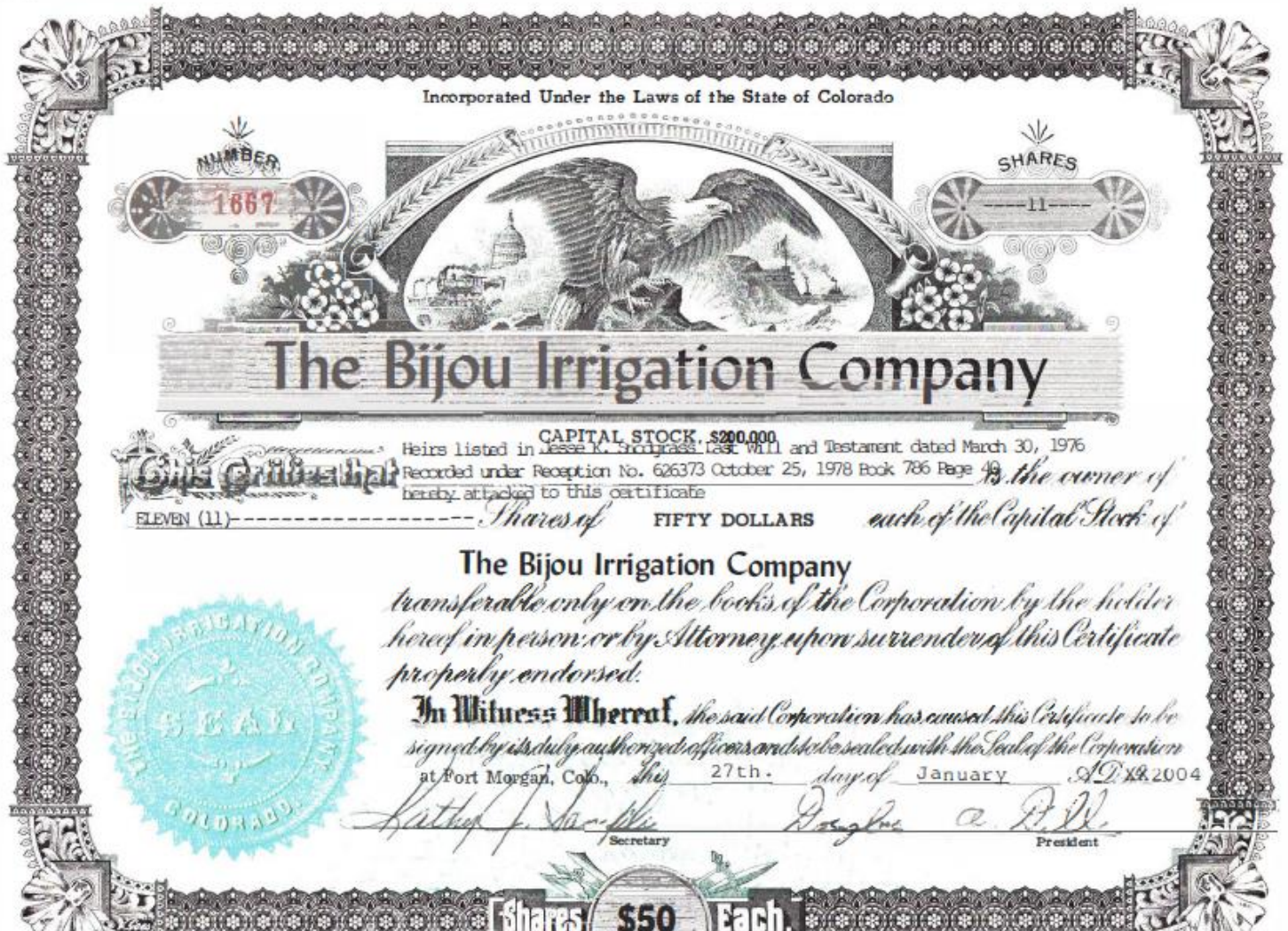
Donald A. Carpenter
JUDGE DONALD A. CARPENTER
Water Judge, Division I

Certified to be a full, true and
correct copy of the original in my custody.

Dated November 10, 1975

Loris Dahlender
Clerk, Water Court, Division I
State of Colorado

WATER STOCK CERTIFICATES



No. 6

Shares --- 6 ---

EMPIRE RESERVOIR PRIVATE RIGHT

This Certifies that Heirs listed in Jesse K. Snodgrass Last Will and Testament dated March 30, 1976, recorded under Reception No. 626373, October 25, 1978, Book 786, Page 40 is the registered holder of SIX (6) Share of the Capital Stock transferable only on the books of the District by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.



In Witness Whereof, the said District has caused this Certificate to be signed by its duly authorized officers and its District Seal is to be hereunto affixed this 27th day of January A.D. 2004

[Signature of Secretary]

Secretary

[Signature of President]

President

INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO

NO. 1925

12 Shares

The Riverside Reservoir and Land Company

CAPITAL STOCK \$300,000

**THIS
CERTIFICATE
THAT**

Linda S. Jourgensen and Jane H. Houston, as life tenants,
subject to the Will of Jesse K. Snodgrass is the owner of
Twelve ----- Shares of the Capital Stock of

The Riverside Reservoir and Land Company
*transferable only on the books of the Corporation by the holder hereof in
person or by attorney upon surrender of this Certificate properly endorsed.*

IN WITNESS WHEREOF the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 19th day of February A.D. 1924



[Signature]
Secretary

[Signature]
President

SHARES \$25.00 EACH

INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO

No. 246

4 Shares

The Dailey Lateral Company

THIS
CERTIFIES
THAT

Heirs listed in Jesse K. Snodgrass Last Will and Testament dated
March 30, 1976 Recorded under Reception No. 626373 October 25, 1978
Book 786 Page 40 hereby attached to this certificate

FOUR (4)

is the owner of

Shares of the Capital Stock of

The Dailey Lateral Company

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

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 27th day of January A.D. 2004



[Signature]
SECRETARY

[Signature]
PRESIDENT

SHARES \$30.00 EACH

No. 232

Incorporated Under the Laws of the
STATE OF COLORADO

---4--- SHARES

The Bijou Lateral Ditch Co.

SHARES \$.....EACH

Heirs listed in Jesse R. Snodgrass Last Will and Testament ---4--- SHARES
dated March 30, 1976 Recorded under Reception No. 626373 October 25, 1978

This Certifies That Book 786 Page 40 hereby attached to this certificate
is the owner of FOUR (4) Shares of the Capital Stock of

The Bijou Lateral Ditch Co.

To be used on the following described land: Sec. 15 Tp. 3 R. 58
NW 1/4

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Cor-
poration this 37th day of January A. D. 2004

Anthony J. Samples
SECRETARY

Douglas A. Hill
PRESIDENT

CONTRACT TO BUY AND 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: October 20, 2022

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Successful Bidder at Snodgrass Irrigated 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. _____ (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 Morgan, Colorado (insert legal description):

Legal Description of Parcel ___ as described in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

known as: n/a
Street Address City State Zip

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

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

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

As stated in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

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

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

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

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

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

As stated in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

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

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

Water rights as stated in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

Any deeded water rights will be conveyed by a good and sufficient Quit Claim 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 As stated in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

☐ 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:

Growing crops as stated in Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

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	n/a
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	October 20, 2022
4	§ 8	Record Title Objection Deadline	n/a

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

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

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ Successful Bid	
2	§ 4.3.	Earnest Money		\$ 15% of Successful Bid
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ Successful Bid less 15'
10		TOTAL	\$ Successful Bid	\$ Successful Bid

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

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

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

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled 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 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release 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 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer’s receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

184 **4.7. Seller or Private Financing. (Omitted as Inapplicable)**

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

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

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

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

200

TRANSACTION PROVISIONS

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

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

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

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 6. APPRAISAL PROVISIONS. **Omitted as inapplicable.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer
263 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 ~~**7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest~~
266 ~~Communities and subject to one or more declarations (Association).~~

267 ~~**7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON~~
268 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
269 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
270 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
271 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~
272 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~
273 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~
274 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~
275 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~
276 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~
277 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~
278 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~
279 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~
280 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~
281 ~~ASSOCIATION.~~

282 ~~**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),~~
283 ~~at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association~~
284 ~~Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt~~
285 ~~of the Association Documents, regardless of who provides such documents.~~

286 ~~**7.3. Association Documents.** Association documents (Association Documents) consist of the following:~~

287 ~~**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,~~
288 ~~rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,~~
289 ~~C.R.S.;~~

290 ~~**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;~~
291 ~~such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual~~
292 ~~Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding~~
293 ~~minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and~~

294 ~~**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,~~
295 ~~but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must~~
296 ~~include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed~~
297 ~~(Association Insurance Documents);~~

298 ~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as~~
299 ~~disclosed in the Association's last Annual Disclosure;~~

300 ~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget~~
301 ~~for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for~~
302 ~~the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent~~
303 ~~available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the~~
304 ~~Association's community association manager or Association will charge in connection with the Closing including, but not limited~~
305 ~~to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for~~
306 ~~the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of~~
307 ~~all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and~~
308 ~~7.3.5., collectively, Financial Documents);~~

309 ~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,~~
310 ~~C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction~~
311 ~~Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.~~
312 ~~(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common~~
313 ~~elements or limited common elements of the Association property.~~

314 ~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to~~
315 ~~Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in~~
316 ~~any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after~~
317 ~~Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to~~
318 ~~Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive~~
319 ~~the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title. See Detail Brochure**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NEW ILC, NEW SURVEY.

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

~~9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The 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 after the date of this Contract.~~

~~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 Closing, by: ☐ Seller ☐ Buyer or:~~

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

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

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

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

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

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

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

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

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

551 ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
553 extent now available;

554 ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

555 ☐ **10.6.1.4.5.** Operating statements for the past _____ years;

556 ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

557 ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

559 ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
560 have been made for the past ____ years;

561 ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
562 not delivered earlier under § 8.3.);

563 ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
567 Seller;

568 ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
569 compliance of the Property with said Act;

570 ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
572 authorizations, if any; and

573 ☐ **10.6.1.4.13.** Other:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

634 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1. As stated in the Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022

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

GENERAL PROVISIONS

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

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

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

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

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

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

18.5. Home Warranty. ~~[Intentionally Deleted]~~

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne 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 the growing crops.

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

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

20.1. If Buyer is in Default:

☒ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may 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 the Earnest Money amount specified in § 4.1. is **LIQUIDATED DAMAGES** and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is **SELLER'S ONLY REMEDY** for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default: See Exhibit A

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

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

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

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

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

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

848 **24. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

886

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

889 [See Exhibit A attached.](#)
890
891
892
893
894
895
896
897
898
899

900 **30. OTHER DOCUMENTS.**

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

- 902 [1.\) Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.](#)
903 [2.\) Northern Colorado Title Services, Co, Inc. Title Commitment #NCT24191 and #NCT24192.](#)
904

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

906 [n/a](#)
907
908

909

SIGNATURES

910 Buyer's Name: [Successful Bidder at Snodgrass Irrigated Land Auction](#) Buyer's Name: _____

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

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

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

Seller's Signature Date	Seller's Signature Date
--	--

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

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

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

Brokerage Firm's Name: Reck Agri Realty & auction

Brokerage Firm's License #: _____

Broker's Name: Marc Reck

Broker's License #: _____

Broker's Signature

Date

Address: 535 E Chestnut, PO Box 407

Sterling

Phone No.: 970-522-7770

Fax No.: 970-522-7365

Email Address: marcreck@reckagri.com

B. Broker Working with Seller

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

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

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

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

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

Brokerage Firm's Name: Reck Agri Realty & Auction
Brokerage Firm's License #: _____
Broker's Name: Marc Reck
Broker's License #: _____

Broker's Signature Date

Address: 535 E Chestnut, PO Box 407
Sterling, CO 80751

Phone No.: 970-522-7770
Fax No.: 970-522-7365
Email Address: marcreck@reckagri.com

914

EXHIBIT A

31-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held October 20, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022 the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022, as modified by taped oral statements at the auction shall control.

31-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

31-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Snodgrass Irrigated Land Auction Detail Brochure Printed October 13, 2022. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

31-4.) SELLER DEFAULT: In the event that Seller fails to perform Seller's obligations under this Contract, Buyer shall be entitled to one of the following remedies, at its election and in its sole and absolute discretion: (i) waive such default of Seller and close; (ii) declare this Agreement terminated, and the Earnest Money shall immediately be returned to Buyer, and Seller and Buyer shall thereupon have no further rights or obligations hereunder; or (iii) Buyer may elect to treat this Agreement as being in full force and effect and Buyer has a right to specific performance or damages, or both.

31-5.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate, but is not required to incur any additional expense or risk.

31-6.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

31-7.) 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:

[Snodgrass Irrigated Land Auction](#)

or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On October 20, 2022, Broker provided _____ (Buyer) with
this document via in person _____ and retained a copy for Broker's records.

Brokerage Firm's Name: Reck Agri Realty & Auction

Broker

PARCEL #1A--SELLER'S PROPERTY DISCLOSURE

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-10-11) (Mandatory 1-12)

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

SELLER'S PROPERTY DISCLOSURE (ALL TYPES OF PROPERTIES)

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

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: October 20, 2022

Property Address: 15484 County Road Q, Fort Morgan, CO

Seller: _____

I. IMPROVEMENTS

If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.

A.	STRUCTURAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Structural problems					
2	Moisture and/or water problems					
3	Damage due to termites, other insects, birds, animals or rodents					
4	Damage due to hail, wind, fire or flood					
5	Cracks, heaving or settling problems					
6	Exterior wall or window problems					
7	Exterior Artificial Stucco (EAS)					
8	Any additions or alterations made					
9	Building code, city or county violations					
B.	ROOF Do any of the following conditions now exist:		No	Do Not Know	N/A	Comments
1	Roof problems					
2	Roof material: _____ Roof material: _____					
3	Roof leak: Past					
4	Roof leak: Present					
5	Damage to roof: Past					
6	Damage to roof: Present					
7	Roof under warranty until Transferable _____					
8	Roof work done while under current roof warranty					
9	Skylight problems					
10	Gutter or downspout problems					

Have not lived in -
do not know condition.

		IN WORKING CONDITION			Age If Known	N/A	Comments
C.	APPLIANCES Are the following now in working condition:	Yes	No	Do Not Know			
1	Built in vacuum system & accessories						
2	Clothes dryer						
3	Clothes washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas grill						
8	Hood						
9	Microwave oven						
10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna: ☐ Owned ☐ Leased						
14	Satellite system or DSS dish: ☐ Owned ☐ Leased						
15	Trash compactor						

		IN WORKING CONDITION			Age If Known	N/A	Comments
D.	ELECTRICAL & TELECOMMUNICATIONS Are the following now in working condition:	Yes	No	Do Not Know			
1	Security system: ☐ Owned ☐ Leased						
2	Smoke/fire detectors: ☐ Battery ☐ Hardwire						
3	Carbon Monoxide Alarm: ☐ Battery ☐ Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical Phase _____ Voltage _____ Amps _____						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cable: ☐ Yes ☐ No						
11	Ceiling fans						
12	Garage door opener						
13	Garage door control(s)						
14	Intercom/doorbell						
15	In-wall speakers						
16	220 volt service						
17	Landscape lighting						

		IN WORKING CONDITION			Age If Known	N/A	Comments
E.	MECHANICAL Are the following now in working condition:	Yes	No	Do Not Know			
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
	Computer room						
2	Attic/whole house fan						
3	Vent fans						

4	Humidifier			
5	Air purifier			
6	Sauna			
7	Hot tub or spa			
8	Steam room/shower			
9	Pool			
10	Heating system: Type _____ Fuel _____ Type _____ Fuel _____			
11	Water heater: Number of _____ Fuel type _____ Capacity _____			
12	Fireplace: Type _____ Fuel _____			
13	Fireplace insert			
14	Stove: Type _____ Fuel _____			
15	When was fireplace/wood stove, chimney/flue last cleaned? Date: _____ ☐ Do not know			
16	Fuel tanks: ☐ Owned ☐ Leased			
17	Radiant heating system: ☐ Interior ☐ Exterior Hose Type _____			
18	Overhead door			
19	Entry gate system			
20	Elevator/escalators			
21	Lift/lift/turret			

		IN WORKING CONDITION			Age If Known		Comments
F.	WATER, SEWER & OTHER UTILITIES Are the following now in working condition?	Yes	No	Do Not Know	Known	N/A	
1	Water filter system: ☐ Owned ☐ Leased						
2	Water softener: ☐ Owned ☐ Leased						
3	Sewage problems: ☐ Yes ☐ No ☐ Do not know						
4	Lift station (sewage ejector pump)						
5	Drainage, storm sewers, retention ponds						
6	Gray water storage/use						
7	Plumbing problems: ☐ Yes ☐ No ☐ Do not know						
8	Sump pump						
9	Underground sprinkler system						
10	Fire sprinkler system						
11	Polybutylene pipe: ☐ Yes ☐ No ☐ Do not know						
12	Galvanized pipe: ☐ Yes ☐ No ☐ Do not know						
13	Backflow prevention device: ☐ Domestic ☐ Irrigation ☐ Fire ☐ Sewage						
14	Irrigation pump						
15	Well pump						

		IN WORKING CONDITION			Age If Known		Comments
G.	OTHER DISCLOSURES - IMPROVEMENTS	Yes	No	Do Not Know	Known	N/A	
1	Included fixtures and equipment now in working condition						

II. GENERAL						
H.	USE, ZONING & LEGAL ISSUES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Current use of the Property					
2	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use					
3	Notice or threat of condemnation proceedings					
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved					
5	Violation of restrictive covenants or owners' association rules or regulations					
6	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body					
7	Notice of zoning action related to the Property					
8	Notice of ADA complaint or report					
9	Other legal action					
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects or is expected to affect the Property					
5	Easements, boundary disputes or unrecorded easements					
6	Shared or common areas with adjoining properties					
7	Cross-parking agreement, covenants, easements					
8	Requirements for curbs, gravel/paving, landscaping					
9	Flooding or drainage problems: Past					
10	Flooding or drainage problems: Present					
11	Signs: ☐ Owned ☐ Leased					
12	Signs: Government or private restriction problems					
J.	WATER & SEWER SUPPLY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Water Rights: Type					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: ☐ Public ☐ Community ☐ Well ☐ Shared Well ☐ Cistern ☐ None If the Property is served by a Well, a copy of the Well Permit ☐ Is ☐ No ☐ Drilling Records ☐ Are ☐ No ☐ Yes ☐ No 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 a 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.					
7	Type of sanitary sewer service: ☐ Public ☐ Community ☐ Septic System ☐ None ☐ Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit					

	Type of septic system: ☐ Tank ☐ Leach ☐ Lagoon					
K.	ENVIRONMENTAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Animals kept in the residence					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland area					
12	Governmentally designated noxious weeds (within last 3 years only) If yes, see Section O.					
13	Dead, diseased or infested trees or shrubs					
14	Environmental assessments, studies or reports done involving the physical condition of the Property					
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
16	Endangered species on the Property					
17	Archeological features, fossils, or artifacts on the Property					
18	Interior of improvements of Property tobacco smoke-free					
19	Other environmental problems					
L.	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
3	Has the Association made demand or commenced 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 Unit).					
M.	OTHER DISCLOSURES – GENERAL Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, testing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or specifications for any existing improvements					
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

III. LAND						
N.	CROPS, LIVESTOCK & LEASES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Crops being grown on the Property					
2	Seller owns all crops					
3	Livestock on the Property					
4	Any land leased from others: ☐ State ☐ BLM ☐ Federal ☐ Private ☐ Other _____					
O.	NOXIOUS WEEDS Do any of the following conditions now exist:					
	The Colorado Noxious Weed Management Act (35-5.5-101-110, C.R.S.) enables County and City governments to implement noxious weeds management programs to reclaim infested acres and protect tree and shrub land. For a directory of county weed supervisors call 303-239-4173 or see: www.colorado.gov/ag/weeds .					
	Have any of the following occurred to the Property:	Yes	No	Do Not Know	N/A	Comments
1	Have any noxious weeds on the Property been identified?					
2	Have there been any weed enforcement actions on the Property?					
3	Has a noxious weed management plan for the Property been entered into?					
4	Have noxious weed management actions been implemented?					
5	Have herbicides been applied?					
P.	OTHER DISCLOSURES – LAND Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.					
2	Conservation easement					

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 form is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ 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:

- the physical condition of the Property;
- the presence of mold or other biological hazards;
- the presence of rodents, insects and vermin including termites;
- the legal use of the Property and legal access to the Property;

- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides

whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" 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 hereby receipts for a copy of this Disclosure.

Buyer Date

Buyer Date

Buyer Date

Buyer Date

PARCEL #1A--LEAD-BASED PAINT DISCLOSURE

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-9-12)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

Address **15484 County Road Q** City **Ft. Morgan, CO** Zip **80701**

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.

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

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

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

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

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

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

Seller	Date
--------	------

Buyer	Date
-------	------

Seller	Date
--------	------

Buyer	Date
-------	------

Real Estate Licensee (Listing)	Date
--------------------------------	------

Real Estate Licensee (Selling)	Date
--------------------------------	------

PARCEL #1B--SELLER'S PROPERTY DISCLOSURE

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-10-11) (Mandatory 1-12)

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

SELLER'S PROPERTY DISCLOSURE (ALL TYPES OF PROPERTIES)

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

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: October 20, 2022

Property Address: 15263 County Road 18, Fort Morgan, CO

Seller: _____

I. IMPROVEMENTS

If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.

A.	STRUCTURAL CONDITIONS	Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Structural problems						
2	Moisture and/or water problems						
3	Damage due to termites, other insects, birds, animals or rodents						
4	Damage due to hail, wind, fire or flood						
5	Cracks, heaving or settling problems						
6	Exterior wall or window problems						
7	Exterior Artificial Stucco (EAS)						
8	Any additions or alterations made						
9	Building code, city or county violations						
B.	ROOF	Do any of the following conditions now exist:		No	Do Not Know	N/A	Comments
1	Roof problems						
2	Roof material: _____ Roof material: _____						
3	Roof leak: Past						
4	Roof leak: Present						
5	Damage to roof: Past						
6	Damage to roof: Present						
7	Roof under warranty until Transferable _____						
8	Roof work done while under current roof warranty						
9	Skylight problems						
10	Gutter or downspout problems						

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

		IN WORKING CONDITION			Age If Known	N/A	Comments
C.	APPLIANCES Are the following now in working condition:	Yes	No	Do Not Know			
1	Built in vacuum system & accessories						
2	Clothes dryer						
3	Clothes washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas grill						
8	Hood						
9	Microwave oven						
10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna: ☐ Owned ☐ Leased						
14	Satellite system or DSS dish: ☐ Owned ☐ Leased						
15	Trash compactor						

		IN WORKING CONDITION			Age If Known	N/A	Comments
D.	ELECTRICAL & TELECOMMUNICATIONS Are the following now in working condition:	Yes	No	Do Not Know			
1	Security system: ☐ Owned ☐ Leased						
2	Smoke/fire detectors: ☐ Battery ☐ Hardwire						
3	Carbon Monoxide Alarm: ☐ Battery ☐ Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical Phase _____ Voltage _____ Amps _____						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cable: ☐ Yes ☐ No						
11	Ceiling fans						
12	Garage door opener						
13	Garage door control(s)						
14	Intercom/doorbell						
15	In-wall speakers						
16	220 volt service						
17	Landscape lighting						

		IN WORKING CONDITION			Age If Known	N/A	Comments
E.	MECHANICAL Are the following now in working condition:	Yes	No	Do Not Know			
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
	Computer room						
2	Attic/whole house fan						
3	Vent fans						

4	Humidifier			
5	Air purifier			
6	Sauna			
7	Hot tub or spa			
8	Steam room/shower			
9	Pool			
10	Heating system: Type _____ Fuel _____ Type _____ Fuel _____			
11	Water heater: Number of _____ Fuel type _____ Capacity _____			
12	Fireplace: Type _____ Fuel _____			
13	Fireplace insert			
14	Stove: Type _____ Fuel _____			
15	When was fireplace/wood stove, chimney/flue last cleaned? Date: _____ ☐ Do not know			
16	Fuel tanks: ☐ Owned ☐ Leased			
17	Radiant heating system: ☐ Interior ☐ Exterior Hose Type _____			
18	Overhead door			
19	Entry gate system			
20	Elevator/escalators			
21	Lift/lift chair			

		IN WORKING CONDITION			Age If Known	N/A	Comments
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know			
1	Water filter system: ☐ Owned ☐ Leased						
2	Water softener: ☐ Owned ☐ Leased						
3	Sewage problems: ☐ Yes ☐ No ☐ Do not know						
4	Lift station (sewage ejector pump)						
5	Drainage, storm sewers, retention ponds						
6	Gray water storage/use						
7	Plumbing problems: ☐ Yes ☐ No ☐ Do not know						
8	Sump pump						
9	Underground sprinkler system						
10	Fire sprinkler system						
11	Polybutylene pipe: ☐ Yes ☐ No ☐ Do not know						
12	Galvanized pipe: ☐ Yes ☐ No ☐ Do not know						
13	Backflow prevention device: ☐ Domestic ☐ Irrigation ☐ Fire ☐ Sewage						
14	Irrigation pump						
15	Well pump						

		IN WORKING CONDITION			Age If Known	N/A	Comments
G.	OTHER DISCLOSURES - IMPROVEMENTS	Yes	No	Do Not Know			
1	Included fixtures and equipment now in working condition						

II. GENERAL						
H.	USE, ZONING & LEGAL ISSUES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Current use of the Property					
2	Zoning violation, variance, conditional use, violation of an enforceable FUD or non-conforming use					
3	Notice or threat of condemnation proceedings					
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved					
5	Violation of restrictive covenants or owners' association rules or regulations					
6	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body					
7	Notice of zoning action related to the Property					
8	Notice of ADA complaint or report					
9	Other legal action					
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects or is expected to affect the Property					
5	Easements, boundary disputes or unrecorded easements					
6	Shared or common areas with adjoining properties					
7	Cross-parking agreement, covenants, easements					
8	Requirements for curbs, gravel/paving, landscaping					
9	Flooding or drainage problems: Past					
10	Flooding or drainage problems: Present					
11	Signs: ☐ Owned ☐ Leased					
12	Signs: Government or private restriction problems					
J.	WATER & SEWER SUPPLY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Water Rights: Type					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: ☐ Public ☐ Community ☐ Well ☐ Shared Well ☐ Cistern ☐ None If the Property is served by a Well, a copy of the Well Permit ☐ Is ☐ Is Not attached. ☐ 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 a 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.					
7	Type of sanitary sewer service: ☐ Public ☐ Community ☐ Septic System ☐ None ☐ Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit					

	Type of septic system: ☐ Tank ☐ Leach ☐ Lagoon					
K.	ENVIRONMENTAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Animals kept in the residence					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland area					
12	Governmentally designated noxious weeds (within last 3 years only) If yes, see Section O.					
13	Dead, diseased or infested trees or shrubs					
14	Environmental assessments, studies or reports done involving the physical condition of the Property					
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
16	Endangered species on the Property					
17	Archeological features, fossils, or artifacts on the Property					
18	Interior of improvements of Property tobacco smoke-free					
19	Other environmental problems					
L.	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
3	Has the Association made demand or commenced 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 Unit).					
M.	OTHER DISCLOSURES – GENERAL Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, testing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or specifications for any existing improvements					
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

III. LAND						
N.	CROPS, LIVESTOCK & LEASES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Crops being grown on the Property					
2	Seller owns all crops					
3	Livestock on the Property					
4	Any land leased from others: ☐ State ☐ BLM ☐ Federal ☐ Private ☐ Other _____					
O.	NOXIOUS WEEDS Do any of the following conditions now exist:					
	The Colorado Noxious Weed Management Act (35-5.5-101-110, C.R.S.) enables County and City governments to implement noxious weeds management programs to reclaim infested acres and protect tree and shrub land. For a directory of county weed supervisors call 303-239-4173 or see: www.colorado.gov/ag/weeds .					
	Have any of the following occurred to the Property:	Yes	No	Do Not Know	N/A	Comments
1	Have any noxious weeds on the Property been identified?					
2	Have there been any weed enforcement actions on the Property?					
3	Has a noxious weed management plan for the Property been entered into?					
4	Have noxious weed management actions been implemented?					
5	Have herbicides been applied?					
P.	OTHER DISCLOSURES – LAND Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.					
2	Conservation easement					

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 form is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Seller _____ Date _____

Seller _____ Date _____

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:

- the physical condition of the Property;
- the presence of mold or other biological hazards;
- the presence of rodents, insects and vermin including termites;
- the legal use of the Property and legal access to the Property;

- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" 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 hereby receipts for a copy of this Disclosure.

Buyer Date

Buyer Date

Buyer Date

Buyer Date

PARCEL #1B--LEAD-BASED PAINT DISCLOSURE

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-9-12)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

Address 15263 County Road 18 City Fort Morgan State CO Zip 80701

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.

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

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

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

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

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

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

Seller	Date
--------	------

Buyer	Date
-------	------

Seller	Date
--------	------

Buyer	Date
-------	------

Real Estate Licensee (Listing)	Date
--------------------------------	------

Real Estate Licensee (Selling)	Date
--------------------------------	------

SAMPLE BIDDER CARD

101

Retain The Registration Bid!



970-748-2589 1-800-748-2589

535 E Chestnut • PO Box 407 • Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the Snodgrass Irrigated Land Auction Detail Brochure Printed: October 13, 2022.

X _____

No. 101

©

PARCEL #1A TITLE COMMITMENT

 → title guaranty company	Title Insurance Commitment
	ISSUED BY Stewart Title Guaranty Company
Schedule A	

ALTA® Universal ID: 0044474
 Commitment/File No: **NCT24191**
 Property Address: **VACANT**

Effective Date: **August 29, 2022 at 8:00 a.m.**
 Issuing Office: **NORTHERN COLORADO TITLE SERVICES CO., INC.**

1. Policy or Policies to be issued:

OWNERS:

AMOUNT PREMIUM

☒ ALTA® 2006 Owner's Policy

\$TO BE DETERMINED \$300.00

Proposed Insured: TO BE DETERMINED

LOAN:

☒ ALTA® 2006 Loan Policy

Other Charges:

TOTAL DUE: \$ 300.00

NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is **fee simple**, and is vested in:

LINDA S. JOURGENSEN, as to ½ interest
THOR JOURGENSEN, ROLF JOURGENSEN, MAIA JOURGENSEN CORRIE HOUSTON and JILL HOUSTON,
as to ½ interest

3. The land referred to in the Commitment is described below or in Schedule C:

The NW1/4 of Section 15, Township 3 North, Range 58 West of the 6th p.m., Morgan County, Colorado, EXCEPT a parcel conveyed to Morgan County, Colorado, recorded in Book 971 at page 311.

and commonly known as (for informational purposes only): **VACANT**

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	Title Insurance Commitment
Schedule BII	ISSUED BY Stewart Title Guaranty Company

SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: **NCT24191**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS

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

8. **Reservation as contained in United States Patent recorded DECEMBER 20, 1950 in Book 484 at page 90 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.**
9. **Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 27, 1887 in Book 15 at Page 9, said road to be not less than 60 feet in width.**
10. **Right of way for ROAD purposes as specified in ROAD PETITION recorded JANUARY 10, 1902 in Book 15 at Page 137, said road to be not less than 60 feet in width.**

Commitment Schedule B-II

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11. Easement and right of way for PIPELINES purposes as granted by JESSE K. SNODGRASS to VALLERY CORPORATION as contained in instrument recorded MAY 15, 1972 in Book 729 at Page 561, the location of said easement and right of way are more specifically defined in said document.
12. Easement and right of way for COMMUNICATION purposes as granted by JESSE K. SNODGRASS to THE MOUNTAIN STATES TELEPHONE and TELEGRAPH COMPANY as contained in instrument recorded APRIL 9, 1976 in Book 760 at Page 51, the location of said easement and right of way are more specifically defined in said document.
13. Terms, conditions, provisions, agreements, burdens and obligations as contained in CASINGHEAD GAS PURCHASE CONTRACT between N.C. GINTHER and H-L-M DRILLING COMPANY ETAL as evidenced in Deed, Assignment and Bill of Sale recorded SEPTEMBER 8, 1977 in Book 774 at Page 841.
14. Easement and right of way for ROADWAY purposes as granted by LINDA JOURGENSEN, ETAL to MORGAN COUNTY, COLORADO as contained in instrument recorded AUGUST 11, 1994 in Book 971 at Page 310, the location of said easement and right of way are more specifically defined in said document.
15. Right of way for road purposes as shown on the Fort Morgan Master Street Plan recorded September 1, 1981 in Plat Book 5 at Page 93, and as shown on Comprehensive Plan update recorded April 21, 2004 in Plat Book 10 at page 128.
16. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.
17. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.
18. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; and (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554;

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

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THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greetings.

CERTIFICATE
NO. 363643

Whereas *Moses H. Wagner of said County of Lincoln*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Lincoln, Nebraska* whereby it appears that full payment has been made by the said *Moses H. Wagner*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the *North-west quarter of Section 36, Township 3 North, Range 3 East, 10th Principal Meridian, Nebraska* and covering one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, registered in the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Moses H. Wagner*

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Moses H. Wagner*

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature, thereto in anywise belonging, unto the said *Moses H. Wagner*

and to his heirs and assigns forever, subject to any vested and reserved water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the possessor of a water right to extend and remove his use therefrom, should the same be found to interfere or interfere the premises hereby granted, as provided by law.

In testimony whereof I, *Benjamin Harrison* President of the United States of America, have signed these letters to be made Patent, and the seal of the General Land Office is to be hereunto affixed.

Given under my hand, at the City of Washington, this *eleventh* day of *April*, in the year of our Lord one thousand eight hundred and *eighty one*, and of the Independence of the United States the one hundred and *fiftieth*.

By the President: *Benjamin Harrison*
John Macpherson Secretary
J. M. Townsend Recorder of the General Land Office

20718

U.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C. DEC. 15. 1950

I hereby certify that this photograph is a true copy of the patent record, which is in my custody in this office.

Nellie A. Jeffery
Acting Chief, Patent Section

The United States of America

to
Moses N. Wagner

LAND PATENT

Dated Apr. 11, 1891

Filed Dec. 20, 1950; 3:00 P.M.

Rec. book 484 page 90

Grants:

The NW $\frac{1}{4}$ of Sec. 15, in Twp. 3 N. Rge. 58 W. of the 6th P.M. in Colo. cont. 160 acres.

Subject to any vested and accrued water rights and rights to ditches and reservoirs used in connection with such water rights and also subject to right of the proprietor of a vein or lode to extract and remove his ore therefrom, should same be found to penetrate or intersect the premises hereby granted, as provided by law.

Signed: By the President Benjamin Harrison

By Ellen Macfarland, Asst. Secretary

J.M. Townsend Rec. of the G.L.O.

Cert. to Ded. 15, 1950 that this photograph is a true copy of the pat rec., which is in my custody in this office.

Signed: Nellie B. Jeffry, Acting Chief, Patent Section

Seal of Bureau of Land Management

U.S. Dept. of the Interior.

363643

ROAD PETITION.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF El Paso COUNTY, COLO.

GENTLEMEN:

We, the undersigned, citizens of your County, respectfully represent that the necessities of the public require a County wagon road to be laid out as follows, to-wit: Commencing at

a point on the Township line in Twp. 3 N. between Ranges 35 and 36 East of the 6th Meridian West of the Center of Rail Road across the Town of Fort Morgan, thence running East on said Twp. line about 600 feet to the section line between Sections 3 and 4 of Twp. 3 thence running West one mile on said Sec. line; thence South one mile on Sec. line between Sections Eleven and Twelve; thence West Five Miles on Section line between Sections 11 and 14; 10 and 15; 9 and 16; 8 and 17; and 7 and 18 to the Township line.

The road, as shown in the within plat, would cross the Fort Morgan Canal, where a bridge would be necessary.

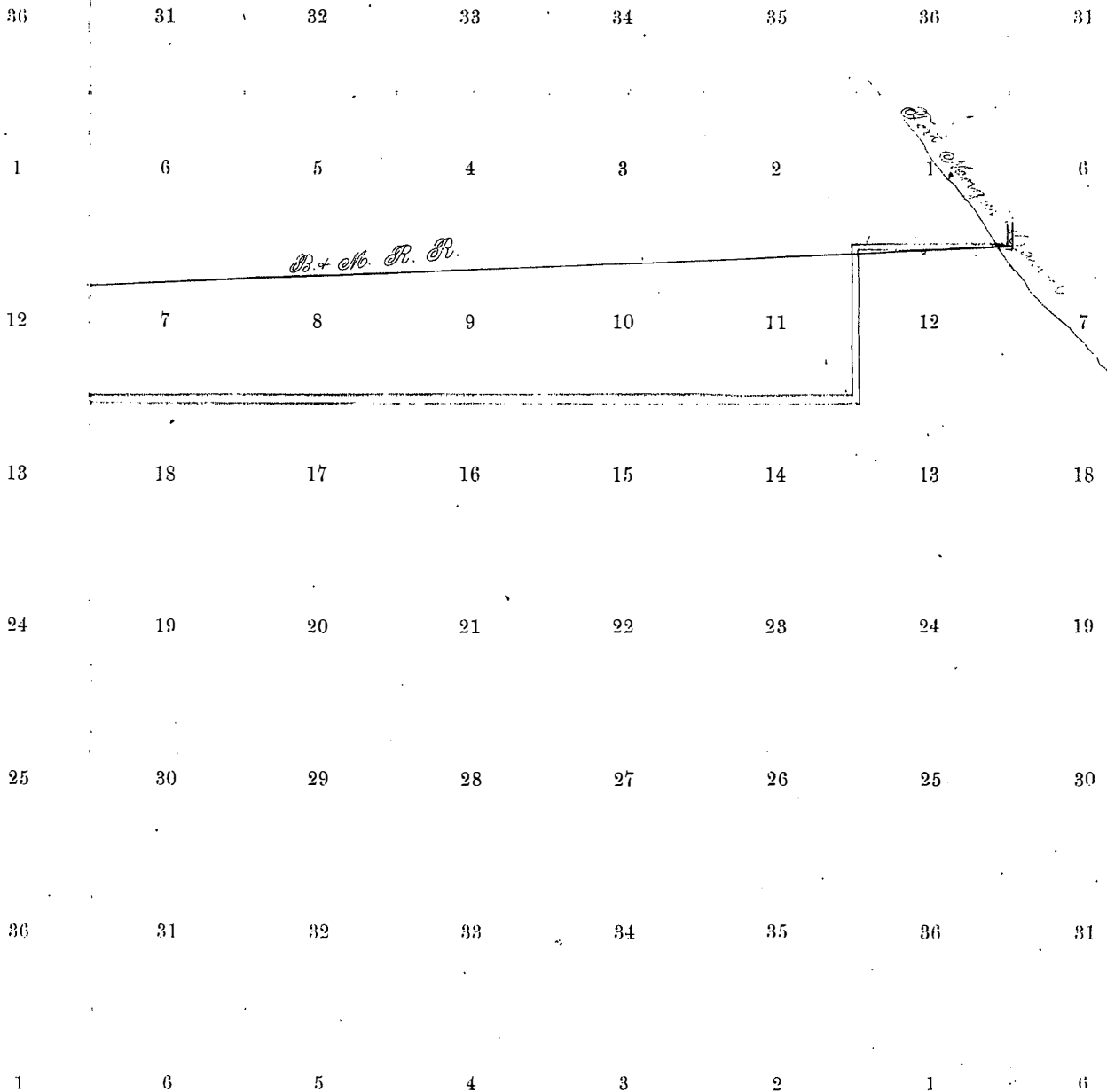
Said road to be not less than sixty (60) feet in width.

We therefore petition your honorable body to cause to be laid out and opened a County road as above described, and we, the owners of the land through which said road is sought to be laid out, in consideration of the sum of one dollar to us each and severally in hand paid by the said County of El Paso

the receipt of which is hereby acknowledged, and of the laying out and opening of said road, hereby agree to give the right of way through our lands as shown by the plat accompanying this petition, and relinquish all claims for damage by reason thereof.

The said proposed line of road is more fully shown by the following map or plat, to which reference is herein made, the same being in

TOWNSHIP Three North RANGE Fifty Eighth WEST 6th R.R.



As witness our signatures hereunto annexed, and followed by a description of our land this..... day of..... 18.....

SIGNATURES.

PROPERTY OWNED.

	SUBDIVISION.	Sec.	Twp.	Range.
Wm. C. Wagner	N.W. 1/4	15	3	5-8
W. C. Callender	S.E. 1/4	10	3	5-8
W. J. Simpson	S.W. 1/4	11	3	5-8
Walter J. Brown	S.W. 1/4	13	3	5-8
W. C. Samples	S.W. 1/4	12	3	5-8
W. M. Bratney	S.W. 1/4	17	3	5-8
J. H. Bunk	S.E. 1/4	11	3	5-8
E. L. Wilson	S.W. 1/4	14	3	5-7
L. H. Wilson	S.W. 1/4	20	3	5-8
C. C. Flynn	S.W. 1/4	23	3	5-8
W. B. Flynn	S.E. 1/4	30	3	5-8
W. B. Clatworthy	E. 1/2 of E. 1/2	12	3	5-8
W. C. Horton	S.W. 1/4	1	3	5-8
W. C. Low	15 acres N.W. 1/4 S.W. 1/4	6	3	5-7
W. C. Lawton	S.E. 1/4 15		3	5-8
Jennie Simmons	N.W. 1/4	22	3	5-8
L. F. McCreary	S.W. 1/4	1	3	5-8
J. B. Davis	S.W. 1/4	18	3	5-8
J. B. Ripper	S.E. 1/4	15	3	5-8
J. S. Baker				
J. B. Baker	S.E. 1/4	13	3	5-7
W. J. Riley	S.W. 1/4	10	3	5-8
J. B. Baker	S.W. 1/4	6	3	5-7

Filed in the office of the County Clerk

18.....

County Clerk.

By.....

Deputy.

Presented to the Board of County Commissioners, April 12th 1887, when the following action was taken and entered of record, to wit: in the proceedings to wit:

It appearing to the Board that the right of way is all granted except through Government land, which is taken in accordance with Section 2477 of the revised Statutes of the U. S., and the Board believing that the public good requires the opening of said road, it was on motion Ordered, that the prayer of said petitioners be granted, and the line of road described herein be and is hereby declared a public highway from and after this date, and the Clerk is directed to record the petition, plot the road and notify the Road Oversees of the proper District to open said road to travel in accordance with the foregoing order.

Filed for record the 27th day of April A. D. 1887, at 5 o'clock P. M.

24266

J. B. Phillips Recorder,
By F. P. Frost Deputy.

Order Declaring all Section and Township lines on the Public Domain of the United States in Morgan County, to be Public Highways, etc., passed by the Board of County Commissioners April 12, 1907.

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

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

"WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain, within the limits of the County of Morgan.

"IT IS HEREBY ORDERED, By the Board of County Commissioners of the County of Morgan, that all section and township lines on the public domain of the United States, within the County of Morgan and State of Colorado, to-wit: In townships 1-2-3-4-5 and 6 north in ranges 55,56,57,58,59, and 60 west of the sixth principal meridian; be, and the same hereby are declared to be the center of public highways or County roads, which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and townships lines. And,

"BE IT FURTHER ORDERED, That a duly certified transcript of the order and action of this Board concerning said public highways, duly attested by the Clerk of this Board under the seal of the County of Morgan, shall be forthwith prepared and recorded in the office of the County Clerk and Recorder of Deeds of Morgan County, Colorado. And,

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

STATE OF COLORADO)
COUNTY OF MORGAN) SS.

I, J.F. Arbuckle, County Clerk and Recorder and Ex.Officio Clerk of the Board of County Commissioners of the County of Morgan in the State of Colorado, do hereby certify that the above and foregoing is a true and correct copy of the order duly passed by the Board of County Commissioners of said County at a regular meeting thereof held on the 12th day of April A.D. 1907.

Witness my hand and the seal of said County this 6th day of May A.D. 1907.



J. F. Arbuckle

County Clerk and Recorder and Ex.Officio
Clerk of the Board of County Commissioners.

No. 25157 This instrument was filed for record at 4.10 o'clock P.M. May 6th, 1907.

J. F. Arbuckle.....Recorder.

For and in consideration of the sum of Ten & more Dollars (\$10.00 more)
paid by Vallery Corporation, Sterling, Colorado, hereinafter called Grantee, the receipt and
sufficiency whereof are hereby acknowledged, I/We, Jesse A. Snodgrass, Fort Morgan,
Colorado

hereinafter called Grantor, whether one or more, do hereby grant and convey to Grantee, its successors and assigns, a right of
way and easement for and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, replace, in whole
or in part, with the same size or larger or smaller pipe, and remove pipelines for the transportation of oil, gas, condensate, distillate
or water, or combinations or products of any one or more of said substances, together with such drips, traps, valves, meters, meter
houses, pumps, fittings, connections, cathodic and other protection equipment, and such other equipment and facilities as are used
or useful in the use, operation and maintenance of pipelines, and to erect, operate, maintain, repair and remove communication
and electric lines and poles and guy wires therefor and appurtenances thereto, on, over or through that certain land situated in
Morgan County, State of Colorado, to-wit:

Entering the Northwest Quarter (NW¹/₄) of Section 15, Township 3 North,
Range 58 West, Morgan County, Colorado on the East Quarter line at a
point approximately 15 feet north of the Bijou Irrigation Ditch, which
runs in an East-West direction along the South line of the said NW¹/₄
of Section 15; thence westerly paralleling the Bijou Irrigation Ditch
and following the center of the existing road a distance of 160 rods,
more or less, and leaving the NW¹/₄ of Section 15 on the West Quarter
line at a point approximately 15 feet north of the Bijou Irrigation
Ditch.

together with the rights of ingress and egress to and from said lines and installations and the route or locations thereof over and
across said land and the adjacent lands of Grantor, with the right to use existing roads, for each and all of said purposes. The
route of said lines shall be selected by Grantee.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, until said right of way or easement or any
one or more of said rights or privileges are used or exercised, and for so long thereafter as any one or more of said rights or
privileges are exercised or any line, structure or facility installed hereunder is used or remains thereon.

Should more than one pipeline be laid hereunder (the right to lay additional lines being granted) the same consideration
per rod as paid for the original pipeline laid hereunder shall be paid for each additional pipeline. Payment for each additional
pipeline so laid may be made by the check or draft of Grantee preceding or subsequent to the construction of said pipeline. Any
additional line may be of the same size or smaller or larger pipe than that used in any line previously laid hereunder and may carry
or be operated under less or greater pressure than any line previously laid hereunder. A replacement line shall not be considered
an additional line.

Each pipeline laid under this agreement shall be buried through cultivated land to such a depth that it will not interfere with
ordinary cultivation but the valves, meters, equipment, facilities and other appurtenances which in the judgment of Grantee should
be installed or left at or above ground level need not be buried.

Grantee shall pay for damages to crops, fences, timber, livestock and other personal property of Grantor caused by Grantee
in constructing, repairing or removing said lines. If the amount of damages be not agreed on, it shall be determined by a panel
of three persons, one appointed by Grantor, one by Grantee, and the third by the two so appointed, and the determination of
amount by the three, or any two thereof, shall be final and conclusive.

This agreement and the right of way and easement and rights and privileges granted hereby, or any line laid or erected
hereunder, may be assigned or conveyed by Grantee, its successors and assigns, in whole or in part, or in undivided interests, vesting
in any such assignee any and all rights, interests and estates so assigned by leaving in Grantee, its successors or assigns, all rights,
interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately, as
the assignment may provide.

Grantor reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the
purposes herein granted; provided that Grantor shall not erect over any line or lines of Grantee any improvements, lake or ponds
of a nature such as to interfere with the rights hereby granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF this 5th day of MAY, 19 72

Jesse A. Snodgrass
Jesse A. Snodgrass

J. O. NUMBER		LINE NAME				
		RODS	MAP NO.			

STATE OF Colorado

COUNTY OF Morgan

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 5th day of May, 1972, personally appeared

Jesse A. Snodgrass

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires 12-11-72

Notary Public

STATE OF

COUNTY OF

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Nebraska)

On this day of A.D. 19, before me, a Notary Public, duly commissioned and qualified for and residing in said County, personally came

to me known to be the identical person whose name affixed to the foregoing instrument as and acknowledged the execution thereof to be voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires

19

Notary Public

STATE OF

COUNTY OF

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (New Mexico)

The foregoing instrument was acknowledged before me this day of 19, by

My Commission expires:

Notary Public

STATE OF

COUNTY OF

ss. ACKNOWLEDGMENT FOR CORPORATION (Kans., Okla., Colo.)

Be it remembered that on this day of 19, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came

572567

RECEPTION NO.

FROM

INDEXED

TO

STATE OF COLORADO }
COUNTY OF MORGAN }
ss.

I hereby certify that this Instrument was filed for record in my office at 5:00 o'clock P.M., MAY 15 1972, and is

duly recorded in Book 729 Page No. 562

Clifford D. Garver, Jr.

Recorder

By J. L. Johnson Deputy

FEES \$ 2.00

Nate's-3M-10-70

Valley Corp

RECEPTION NO. 602484 RECORDED APR 9 1976
8:00 O'CLOCK 2 M. CLIFFORD D. CARVER, JR., RECORDER

BOOK 760 PAGE 51

41580

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ONE HUNDRED & NO/100 dollars (\$ 100.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A STRIP OF LAND 20 FEET IN WIDTH DESCRIBED AS FOLLOWS:

THE SOUTH 20.0 FEET OF THE NORTH 50.0 FEET OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 58 WEST OF THE 6TH P.M., SAID STRIP BEING IMMEDIATELY SOUTH OF, PARALLEL TO AND ABUTTING THE SOUTH R.O.W. LINE OF MORGAN COUNTY ROAD Q,

situate in County of MORGAN, State of COLORADO,
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

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

Signed and delivered this 15 day of JAN, A.D., 1976

As _____

Jesse K. Snodgrass

STATE OF COLORADO

County of MORGAN.

The foregoing instrument was acknowledged before me this 15 day of JAN, 1976, by JESSE K. SNOODGRASS

Witness my hand and official seal. Feb. 2, 1976

NOTARY
PUBLIC

Donald P. Ferguson
Notary Public

U. S. T. & T. CO. JOB NUMBER	<u>41580</u>	REMARKS: <u>2640 FEET</u> <u>SNOODGRASS, JESSE K.</u>	SPACE RESERVED FOR RECORDER'S CERTIFICATE
QUARTER SECTION	<u>NW</u>		
SECTION	<u>15</u>		
TOWNSHIP	<u>3</u>		
RANGE	<u>58</u>		
PRINCIPAL MERIDIAN	<u>SIXTH</u>		
EXCHANGE OR IDLE LINE	<u>FT. MORGAN</u>		
AD CODE, NUMBER	<u>51, CA.</u>		
FILE OR COUNTY			

REMARKS: 2640 FEET
SNOODGRASS, JESSE K.

JOB 260 x 500
C-6-0914

MADE FOR MOUNTAIN STATES
TELEPHONE AND TELEGRAPH CO.

MOUNTAIN BILL
COLORADO ENGINEERING AND
RIGHT OF WAY GROUP
STOCK NO. P. O. BOX 1076
DENVER, COLORADO 80202

DEED, ASSIGNMENT AND BILL OF SALE

RECEPTION NO. 615972 RECEIVED SEP 8 1977
8³⁰ O'CLOCK 4 M. CLIFFORD E. CARTER, JR., RECORDERSTATE OF COLORADOCOUNTIES OF MORGAN, LARIMER, WELD & LOGANState Documentary Fee
Date SEP 8 1977
\$ 17.50

KNOW ALL MEN BY THESE PRESENTS that Excelsior Oil Corporation, a Delaware corporation, Kansas-Nebraska Natural Gas Company, Inc., a Kansas corporation and Associated Programs, Inc., a Texas corporation (successor in interest to Associated Oil & Gas Co.), operating as the "Sterling Joint Venture", (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash paid to Grantor by VALLERY CORPORATION, a Colorado corporation (hereinafter referred to as "Grantee"), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED and by these presents do GRANT, BARGAIN, SELL, CONVEY, ASSIGN, SET OVER and DELIVER unto Grantee, all of Grantor's right, title and interest in and to the following described property of the Sterling Joint Venture situated in Morgan, Larimer, Weld and Logan Counties, Colorado, subject to outstanding mineral rights, easements, restrictions and reservations, but only to the extent that same are of record in Morgan, Larimer, Weld and Logan Counties, Colorado, and validly apply to said property:

A. VALLERY GAS PROCESSING PLANT - MORGAN COUNTY, COLORADO1. Plant Site

Five (5) acres in the East Half of the Southeast Quarter (E/2 SE/4) of Section 15, Township 3 North, Range 59 West of the 6th P.M., Morgan County, Colorado, more particularly described as:

Beginning at a point 50 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15; thence in a westerly direction and parallel to the north section line a distance of 330 feet; thence in a northerly direction 660 feet parallel to the East line of said Section; thence in an easterly direction 330 feet parallel to the North section line; thence 660 feet in a southerly direction along the East line of said section, to the point of beginning, SAVE AND EXCEPT all oil, gas and other minerals in and under, and that may be produced from, said premises, AND BEING the same property more particularly described in a certain February 8, 1957 Deed from Irene Doyle to Russell Engineering Corporation, recorded in Book 584, Page 173, of the records of Morgan County, Colorado, and in a July 1, 1958 Deed from Russell Engineering Corporation to N. C. Ginther and Excelsior Oil Corporation, recorded in Book 604, Page 37 of the records of Morgan County, Colorado, TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, all real estate, real property, leases, easements, rights-of-way and interest of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings, and other facilities of every nature for gathering, transporting,

transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, repair facilities, supply inventory and accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the Vallery Plant, insofar as they presently relate to the Sterling Joint Venture.

2. Machinery, Material and Equipment, Including Buildings, Comprising the Vallery Gas Plant, Described as Follows:

(a) BUILDINGS:

Plant: 24' x 26' x 10' galvanized steel building with 12' x 24' x 10' wing.

Shop & Office: 24' x 40' x 14' galvanized steel building.

Compressor Buildings: 24' x 20' x 8' galvanized steel building over Shaheen compressor.
24' x 28' x 10' galvanized steel building over Lamb compressor.

(b) COMPRESSORS AND DRIVERS:

- 1 Gardner Denver gas compressor 6 x 13, single stage, horizontal water cooled 300 RPM, 1500 psi with plain valves driven by Leroi 8 cylinder #184809 Type RX IVW motor with oil and temperature shut downs.
- 1 Joy compressor, gas, single stage, 200 psi #57453, driven by Waukesha LRZB, 2 cylinder, #1011387 equipped with oil and water shut down switches. Includes one Lufkin gear box, size S147A #144, and one Happy Cooler, single stage #VIR 28. Compressor equipped with H. P. and H. L. shut down and traps.
- 2 York compressors, Ammonia No. G201634 and D368058, with H. P. and L. P. shut down driven by two Buda 6 cylinder No. 525 and 970, #367992 and #374268, with oil and water shut down switches.
- 1 Buda #6PC 1879 cylinder, 30711, spare.

(c) PROCESS VESSELS:

- 1 Stearns Roger glycol contactor #B2085408. 1C.
- 1 Stearns Roger absorber #B1963-D8.401.
- 1 Russco Deethanizer 16" x 30' #3085.
- 1 Russco Depropanizer 16" x 46'.

- 1 Russco Debutanizer 16" x 46'.
- 1 Russco gas Fractionator 16" and 12" x 25', 150# WP.
- 1 Russco Propane Dryer 12" x 5', 250# WP.
- 2 Russco Propane Dryers 12" x 8', 250# WP.
- 1 Parkersburg 20" x 10' x 1000# three phase separator.
- 1 Russco 16" x 8' x 1000# separator.

(d) STORAGE VESSELS

- 1 LPG storage 8' x 35' 3", 12,000 gal. capacity 40#WP. Easton Mfg. Co. #15085.
- 1 Propane storage 10' 1/4" x 47' 6", 21,322 gallon capacity, 229# WP. McNamar Boiler & Tank Co. #R1893.
- 2 Propane storage 6' x 30' 2", 6,000 gallon capacity, 250# WP, Eaton Mfg. Co. #15350 & #15284.
- 1 Propane storage 5' x 44' 4", 6,000 gallon capacity, 250# WP, Eaton Mfg. Co. #15282.
- 1 Methanol storage 5' x 12' 3,000 gallon capacity Sterling Tank Company.
- 1 Lean Oil Storage 10' x 10' 5,880 gallon capacity.

(e) GATHERING SYSTEM AND RELATED EQUIPMENT

Approximately 34,320 ft. 2 inch pipe.
 Approximately 2,640 ft. 2 1/2 inch pipe.
 Approximately 31,680 ft. 4 inch pipe.
 Approximately 5,280 ft. 6 inch L/P pipe.
 9 H. P. Meter runs and measuring stations.

3. Contracts and Agreements

- (a) Gas Sales Contract dated February 8, 1957 between Russell Engineering Corporation, as Buyer, and Campbell-Bickling Oil & Gas Company, as Seller, covering the purchase of gas produced from the E/2 of Section 15, S/2 of Section 21 and other lands in Township 3N, Range 59 W, Morgan County, Colorado.
- (b) Gas Sales Contract dated March 5, 1958 between Russell Engineering Corporation, as Buyer, and A. Otto Eckhardt, as Seller, covering the purchase of gas produced by Seller from the S/2 of the NW/4 of Section 12, T3N, R59W, Morgan County, Colorado.
- (c) Gas Purchase Agreement dated February 13, 1957 between Natural Gas Producers, Inc., as Buyer, and Russell Engineering Corporation, as Seller, designated as Contract No. N-41, from time to time amended.
- (d) Casinghead Gas Purchase Contract dated March 16, 1959 between N. C. Ginther, as Buyer, and H-L-M Drilling Company et al, as Seller, covering the purchase of gas produced by Seller from the SW/4 of Section 10 and the N/2 of the NW/4 of Section 15, T3N, R58W, Morgan County, Colorado.

- (e) Compressor Site Lease covering a tract of land situated in the SE/4 of the SW/4 of Section 16, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in said lease dated October 18, 1966, which instrument is recorded in Book 700, Page 3 of the records of Morgan County, Colorado.
- (f) Propane Purchase Contract dated October 16, 1968 by and between Kansas-Nebraska Natural Gas Company, Inc. and Excelsior Oil Corporation, as Seller, and Western Gas Corporation, as Buyer, only insofar as said contract pertains to the sale of Kansas-Nebraska's and Excelsior's shares of HD-5 propane from the Vallery Plant.
- (g) Such other agreements or contracts between Associated, Kansas-Nebraska, Excelsior and their predecessors in interest, or any of them, and third parties, as may relate to operation of the Vallery Plant.

B. LOVELAND PLANT - LARIMER COUNTY, COLORADO

1. Machinery, Material and Equipment, Including Buildings Comprising the Loveland Gas Plant, Described as Follows:

(a) GAS GATHERING SYSTEM

(1) Gas Measuring Facilities - Twelve meter stations.

(2) Gas Gathering System:

6974 feet of 6-5/8" OD pipe
 7500 feet of 4-1/2" OD pipe
 7540 feet of 3-1/2" OD pipe
 1830 feet of 2-3/8" OD pipe

(b) COMPRESSOR

One Joy Class WNB 134 skid mounted compressor driven by Waukesha LRZ engine.

(c) PROCESSING FACILITIES

(1) Vessels:

Deethanizer - 16" diameter x 50' high,
 595 psi design pressure.

Gas Scrubber - 10" diameter x 36' long,
 30 psi design pressure.

Depropanizer - 16" diameter x 46' high,
 403 psi design pressure.

(2) Heaters:

Deethanizer heater, 750 MBTU per hour,
helical coil.

Depropanizer heater, 750 MBTU per hour,
helical coil.

(3) Pumps:

Deethanizer reflux pump, Roth 21, with
2 h. p. electric motor.

Depropanizer reflux pump, Roth 21, with
2 h. p. electric motor.

Glycol pumps, 2 Mac 24 pumps.

(4) Refrigeration Unit:

Refrigeration skid mounted unit of heat exchangers,
vessels, piping, valves, etc., measuring overall
22 feet long by 10 feet wide.

Compressor - 1 York G 123-C-717 skid mounted
unit driven by Buda 6 MO 970 engine.

(d) BUILDINGS**(1) Shop Building:**

20' x 20' x 10' eave, Parkersburg sheet metal.

(2) Office Building:

10' x 16' x 8' eave, wooden type construction
shack, with toilet facilities.

(e) STORAGE**(1) Storage tanks:**

- 1 12,000 gallon 60 psi pressure tank.
- 1 10,000 gallon 250 psi pressure tank.
- 1 6,000 gallon 250 psi pressure tank.

(2) Pumps:

- 1 Corkin propane loading pump with 3 h. p.
electric motor.
- 1 Corkin propane loading pump with 3 h. p.
electric motor.

(f) MISCELLANEOUS pipe, valves, fittings, heat exchangers,
coolers, etc., which are inherent to and a part of the
gas processing plant.

2. Contracts and Agreements

- (a)** Letter Agreement dated May 2, 1968, by and between
Associated Programs, Inc., Kansas-Nebraska Natural

Gas Company, Inc., and Excelsior Oil Corporation, as Seller, and Western Gas Corporation, as Buyer, pertaining to the sale of commercial propane from the Loveland Plant.

- (b) Such other agreements or contracts between Associated, Kansas-Nebraska, Excelsior and their predecessors in interest, or any of them, and third parties, as may relate to operation of the Loveland Plant.

C. MERINO TANK FARM - LOGAN COUNTY, COLORADO

1. Plant Site:

A tract of land located in Section 29, Township 6 North, Range 54 West, which tract is used without written agreement by permission of Arapaho Pipeline Company, owner of said land.

2. Machinery, Material and Equipment

(a) TANKS:

- 1 30,000 gallon 200 psi pressure tank.
- 1 16,000 gallon 80 psi pressure tank.
- 1 10,000 gallon 163 psi pressure tank.
- 1 14,000 gallon 40 psi pressure tank (this tank is considered junk).

(b) PUMPS:

Unloading pump - One Viking pump driven by 3 h. p. electric motor.

(c) COMPRESSOR:

Gardner Denver single stage 2 cylinder vapor compressor driven by 15 h. p. electric motor.

- (d) MISCELLANEOUS piping, valves, fittings and controls inherent to and a part of the Merino Tank Farm.

D. VEHICLES AND TRAILERHOUSES

- 1. 1959 International truck tractor identification no. VF192FA51895, License no. UG761.
- 2. 1960 Aljo 15' trailerhouse, identification no. 15051932, License no. UW 128.
- 3. 1959 Aljo 15' trailerhouse, identification no. 915051660, License no. LU679.
- 4. 1957 Frontier trailerhouse, identification no. 0159501854, License no. EW127.
- 5. 1965 Dodge Sweptline pickup, identification no. 1181440699, License no. UG1183.
- 6. 1969 Ford 1/2 ton pickup, identification no. F10YKE95985, License no. UG1650.

7. 1969 Ford 1/2 ton pickup, identification no. F10YKE95986,
License no. UG1649.
8. 1960 Trailmobile LPG tank trailer, identification no. 701091,
License, no. UG444.

TO HAVE AND TO HOLD said property, subject to the matters hereinabove set forth, together with all and singular the rights and appurtenances in anywise appertaining thereto, unto the Said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the title to said property, subject only to the matters hereinabove set forth, unto the Said Grantee, and its successors and assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Said Grantor, but not otherwise.

WITNESS THE EXECUTION HEREOF this the 30th day of April, 1970, but to be effective as of December 1, 1969.

ATTEST:

EXCELSIOR OIL CORPORATION

By: Glen W. Gierhart
Glen W. Gierhart - Asst. Secretary

By: S. D. Ford, Jr.
S. D. Ford, Jr., Vice President *9/18*

ATTEST:

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

By: Glen W. Gierhart
Glen W. Gierhart - Asst. Secretary

By: Thos. Creigh, Jr.
Thos. Creigh, Jr., President *9/18*

ATTEST:

ASSOCIATED PROGRAMS, INC.

By: Joe W. Rye
Joe W. Rye - Secretary

By: Castle W. Jordan
Castle W. Jordan, President

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss
 COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me
 this 30th day of April, 1970, by S. D. Ford, Jr.,
 Vice President of EXCELSIOR OIL CORPORATION.

WITNESS my hand and official seal.

My Commission Expires:

January 23, 1974

El White
 Notary Public

STATE OF NEBRASKA)
) ss
 COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me
 this 30th day of April, 1970, by Thos. Creigh, Jr.,
 President of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

WITNESS my hand and official seal.

My Commission Expires:

January 23, 1974

El White
 Notary Public

STATE OF Florida)
) ss
 COUNTY OF Dade)

The foregoing instrument was acknowledged before me
 this 25th day of May, 1970, by Castle W. Jordan,
 President of ASSOCIATED PROGRAMS, INC.

WITNESS my hand and official seal.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
 MY COMMISSION EXPIRES NOV. 12, 1971

June Brocha
 Notary Public

CONSTRUCTION EASEMENT

The undersigned, LINDA JOURGENSEN, THOR JOURGENSEN, ROLF JOURGENSEN, MAIA JOURGENSEN, JANE HOUSTON, CORRIE HOUSTON and JILL HOUSTON, in consideration of the benefit which Grantors will receive, do hereby grant unto MORGAN COUNTY, COLORADO, Administration Building, 231 Ensign Street, Fort Morgan, Colorado, Grantee, a temporary easement over and across the following described property in Morgan County, Colorado:

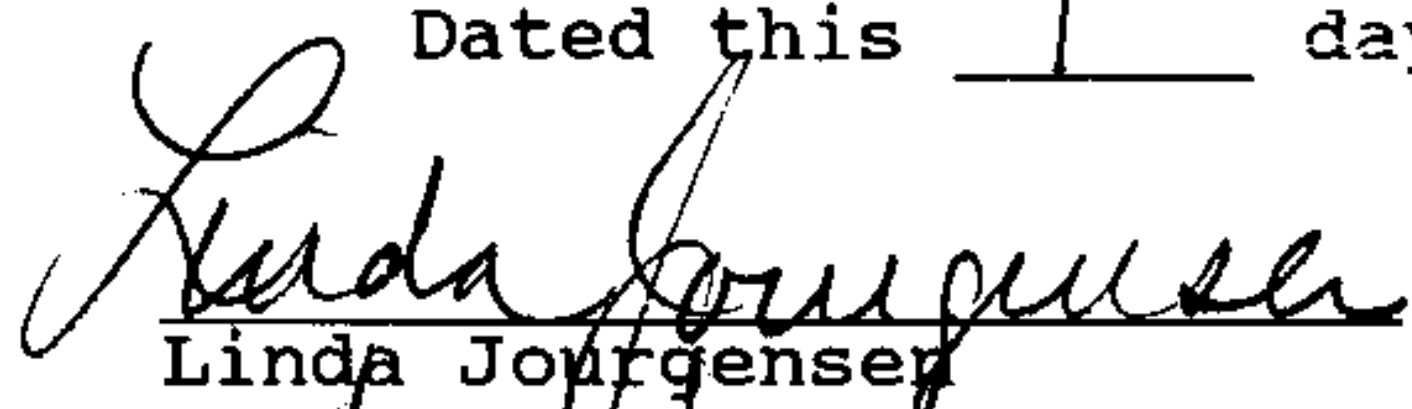
A parcel of land in the NW $\frac{1}{4}$ of Section 15, Township 3 North, Range 58 West of the 6th P.M., described as commencing at a point 40.0 feet South and 283.0 feet West of the Northeast corner of said NW $\frac{1}{4}$; thence N88°59'13"W 40.0 feet South of and parallel to the North line of said NE $\frac{1}{4}$ 2343.8 feet more or less to a point on the east right-of-way line of County Road 15; thence South along said line 10.0 feet; thence S88°59'13"E 50.0 feet South of and parallel to said North line 2343.8 feet more or less; thence North 10.0 feet to the point of beginning, containing in all 0.54 acres more or less.

and to place, construct, operate, repair, maintain and replace a roadway.

Upon completion of construction of the roadway, the property shall revert and vest in the respective Grantors, their heirs, successors or assigns.

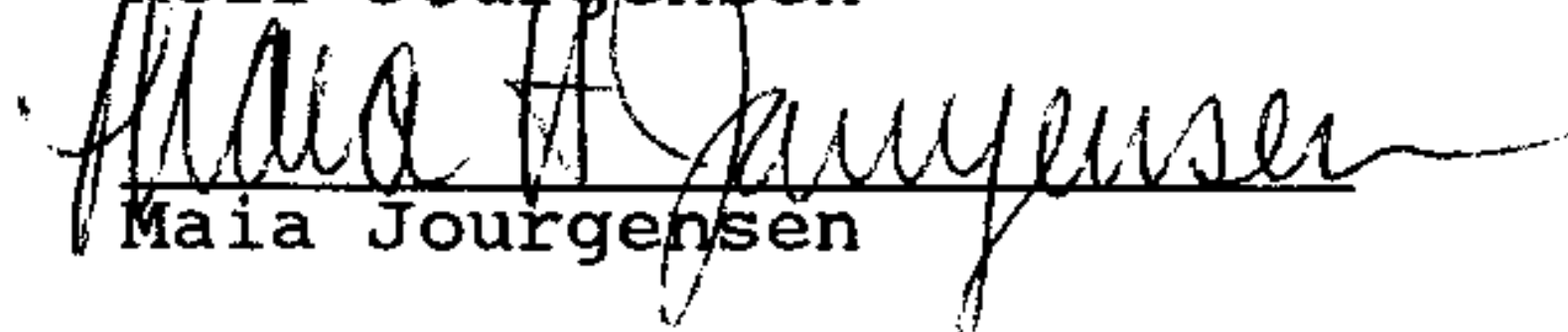
The undersigned Grantors covenant that they are the owners of the above described property and that said lands are free and clear of encumbrances and liens, except those held by the following:

Dated this 1 day of August, 1994.


Linda Jourgensen

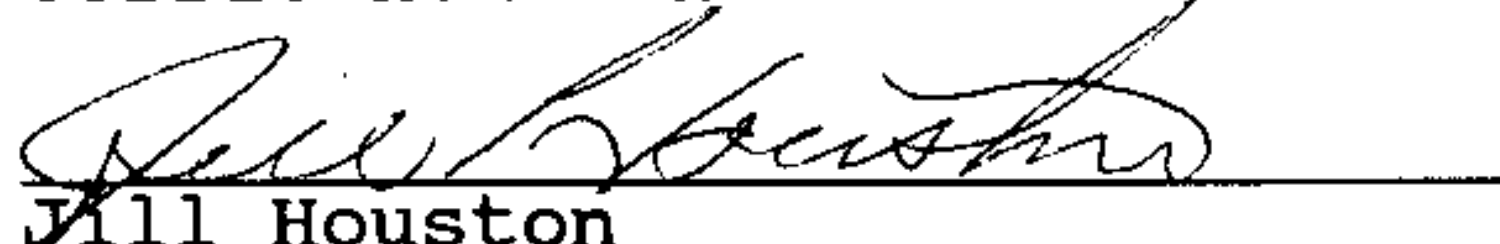

Thor Jourgensen


Rolf Jourgensen

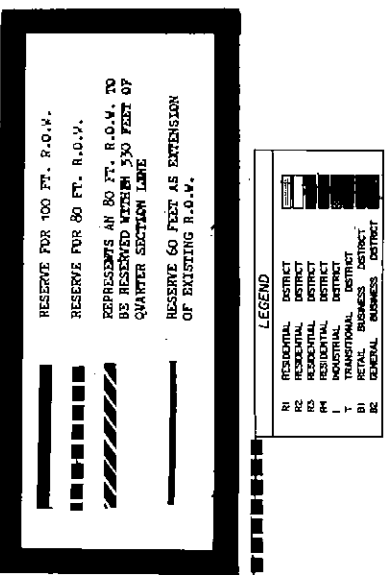

Maia Jourgensen


Jane Houston


Corrie Houston


Jill Houston

APPROVED AND ADAPTED BY THE PLANNING COMMISSION OF THE
CITY OF FT. MORGAN, COLORADO THE 27 OF AUGUST 1981
James B. Lee, Mayor
Chairman of the Planning Commission
of the City of Ft. Morgan, Colorado





Mountain Bell

Denver, Colorado
September 24, 1981

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655765 RECORDED OCT 02 1981
8:30 O'CLOCK 14 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

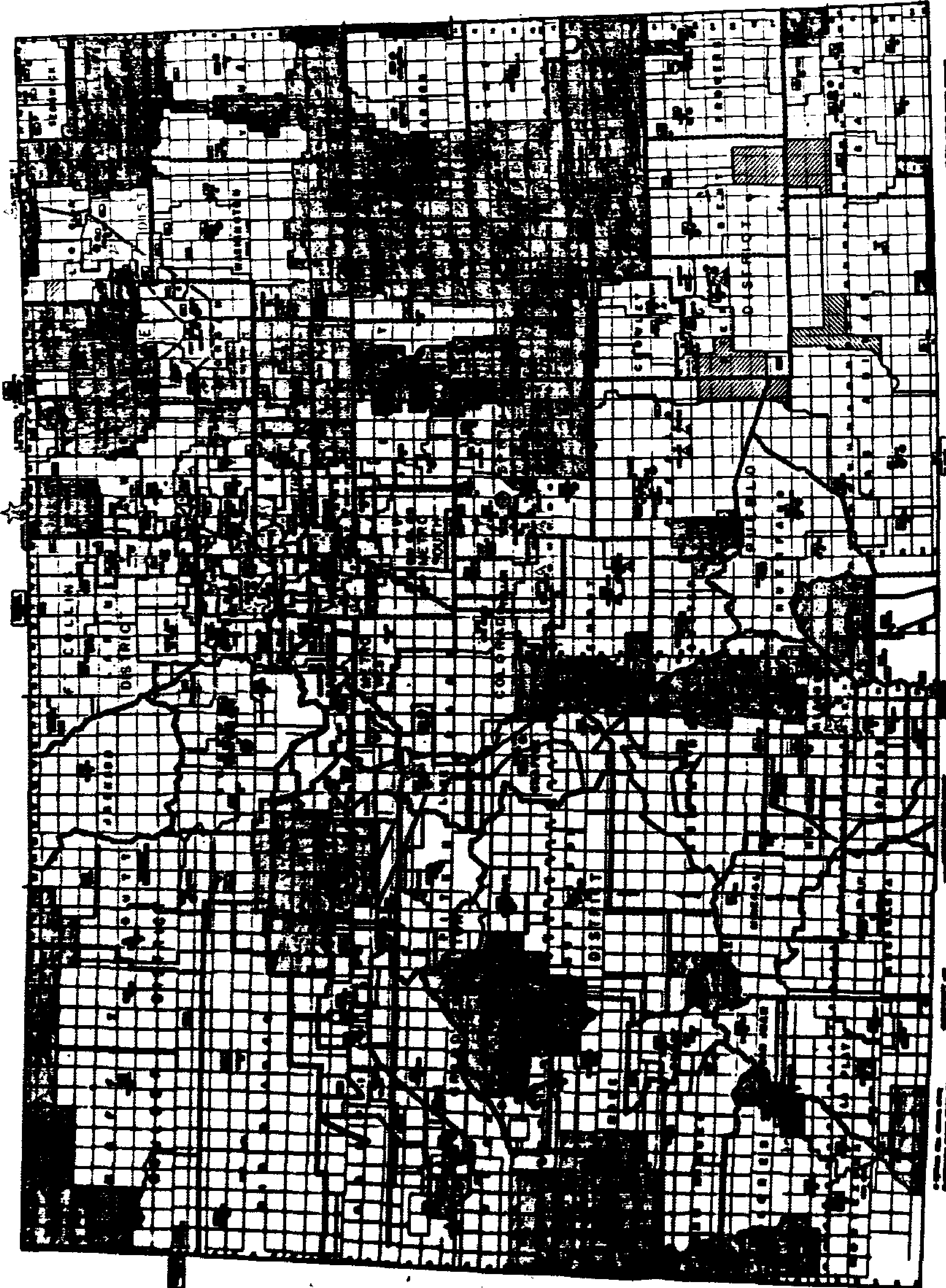
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory



Public Service Company of Colorado

RECEPTION NO. 655775 RECORDED OCT 02 1981
3:10 O'CLOCK 1 M. FAY A. VONDY, RECORDER

September 22, 1981

Mrs. Faye Vondy
 Morgan County Clerk
 Ft. Morgan, CO 80701

Dear Mrs. Vondy:

In order to comply with Senate Bill No. 172-1981 and Colorado Revised Statute (CRS) 9-1.5-300, I would like to inform you of the operating area of the Brush District, High Plains Division, Public Service Company of Colorado.

Public Service Company of Colorado has overhead and underground electric facilities along with gas distribution facilities located in the following townships in Morgan County; T5N-R55W, T5N-R59W, T4N-R55W, T4N-R56W, T4N-R57W, T4N-R58W, T4N-R59W, T3N-R55W, T3N-R56W, T3N-R57W, T3N-R58W and T3N-R59W. We serve the following communities within the before mentioned townships; Hillrose, Snyder, Weldona, Log Lane and Brush.

As District Manager, I can be reached at 300 Clayton Street, Brush, CO 80723, telephone number 842-2816 regarding necessary information concerning the location of underground facilities within our operation district.

Please feel free to contact me at your convenience should you require further information on this subject.

Sincerely,

Kurt Cornum
 Kurt Cornum, District Manager
 High Plains Division

KC:ENP:vrs

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Ernest B. Chasney
General Manager

BOOK 859 PAGE 600

RECEPTION NO. 684763 RECORDED AUG 31 1984
834 O'CLOCK AM FAY A. VONDY, RECORDER

COLORADO INTERSTATE GAS COMPANY

General Description
of
Underground Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 30, 1984

Reference:

State of Colorado
Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973
Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.
NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

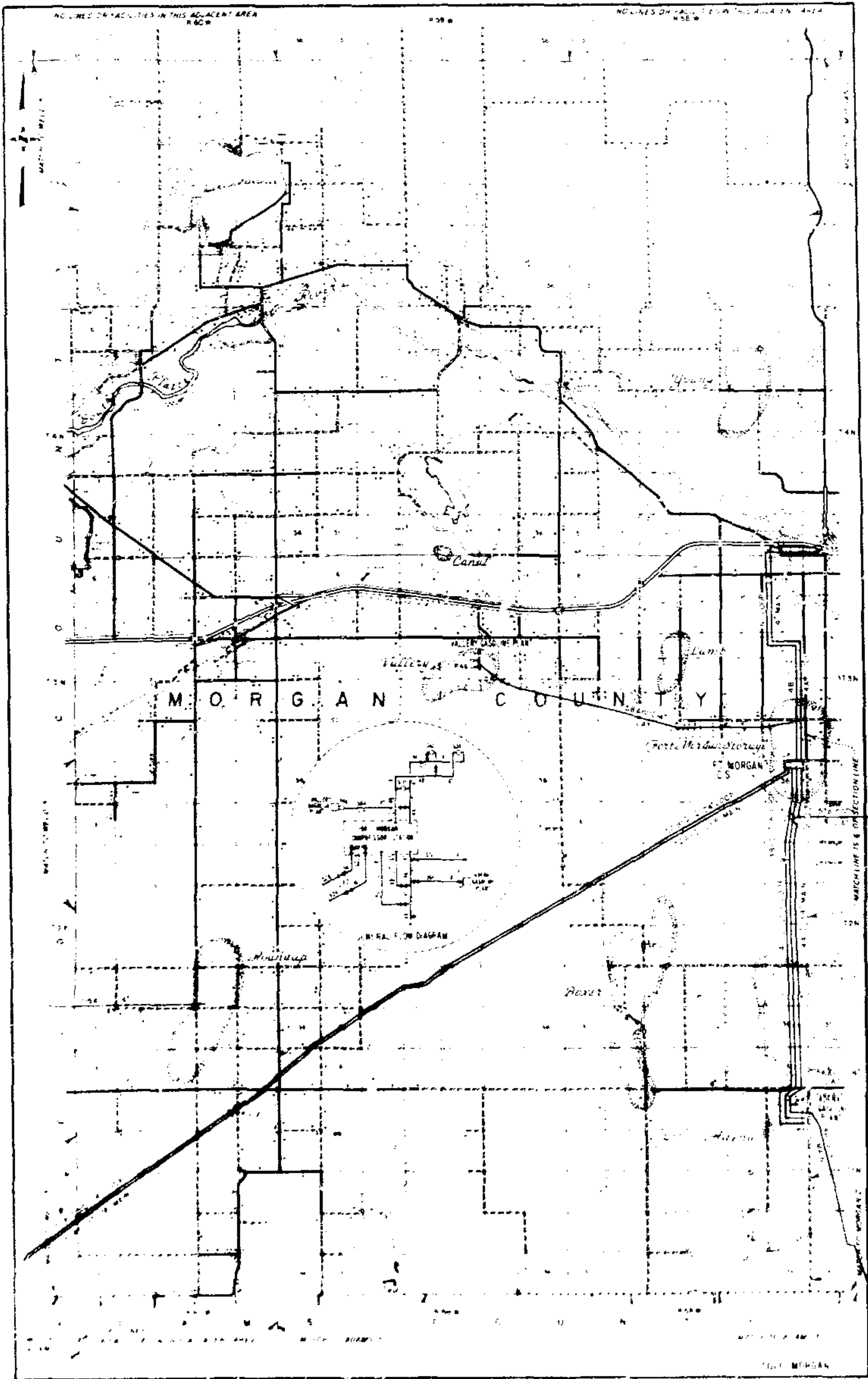
Any person requiring information about CIG facilities in Morgan County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

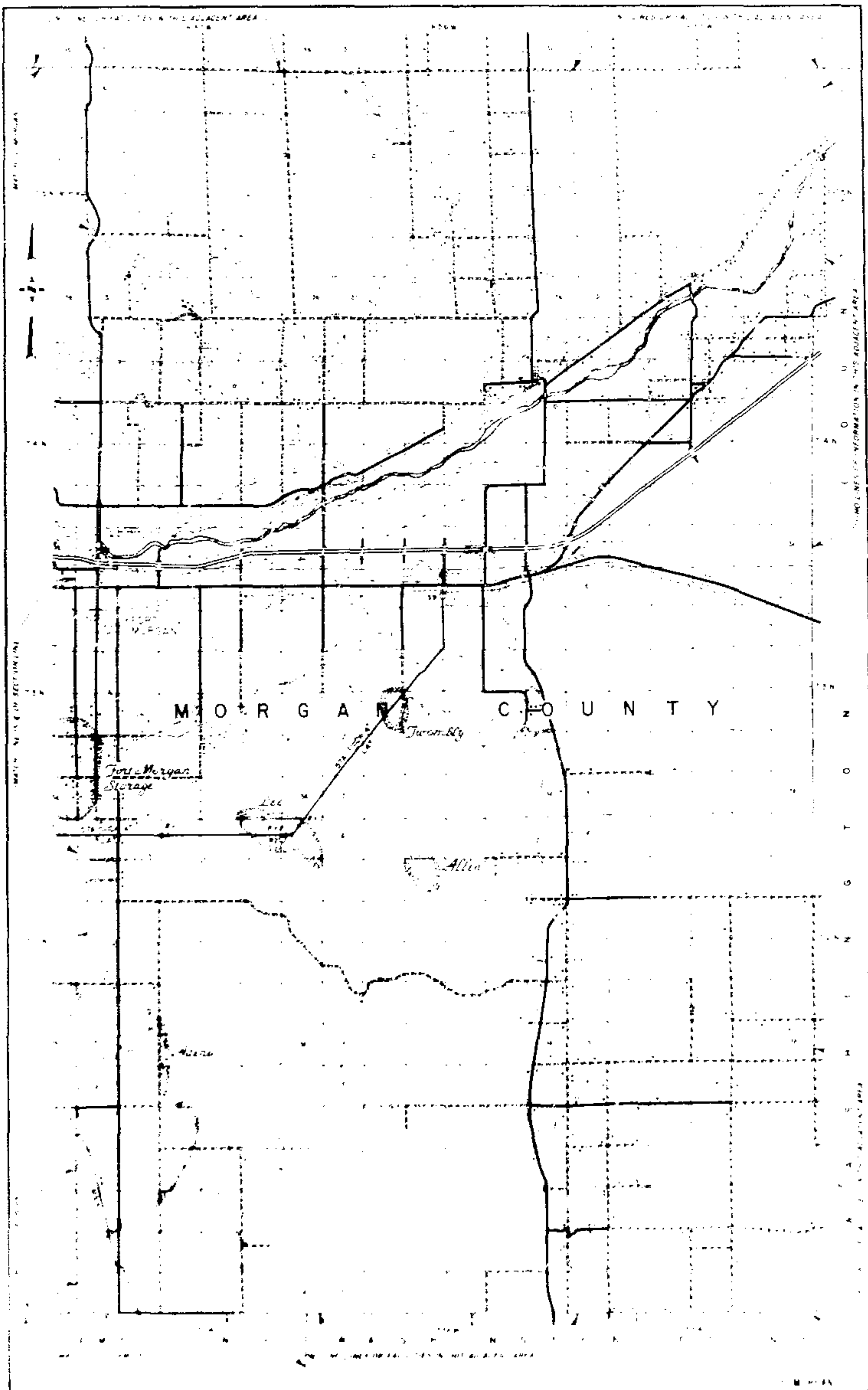
Colorado Interstate Gas Company
2951 Chambers Road
Aurora, Colorado 80011
(303) 364-2631

During evenings, weekends, holidays, or any time contact with Aurora cannot be made, contact:

Colorado Interstate Gas Company
P. O. Box 1087
Colorado Springs, Colorado 80944
(303) 473-2300

CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.





BOOK 871 PAGE 554

RECEPTION NO. 692337 RECORDED SEP 3 1985
835 O'CLOCK Am FAY A. VONDY, RECORDER

COLORADO INTERSTATE GAS COMPANY

General Description
of
Underground Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 30, 1985

Reference:

State of Colorado
 Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973
 Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.
 NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

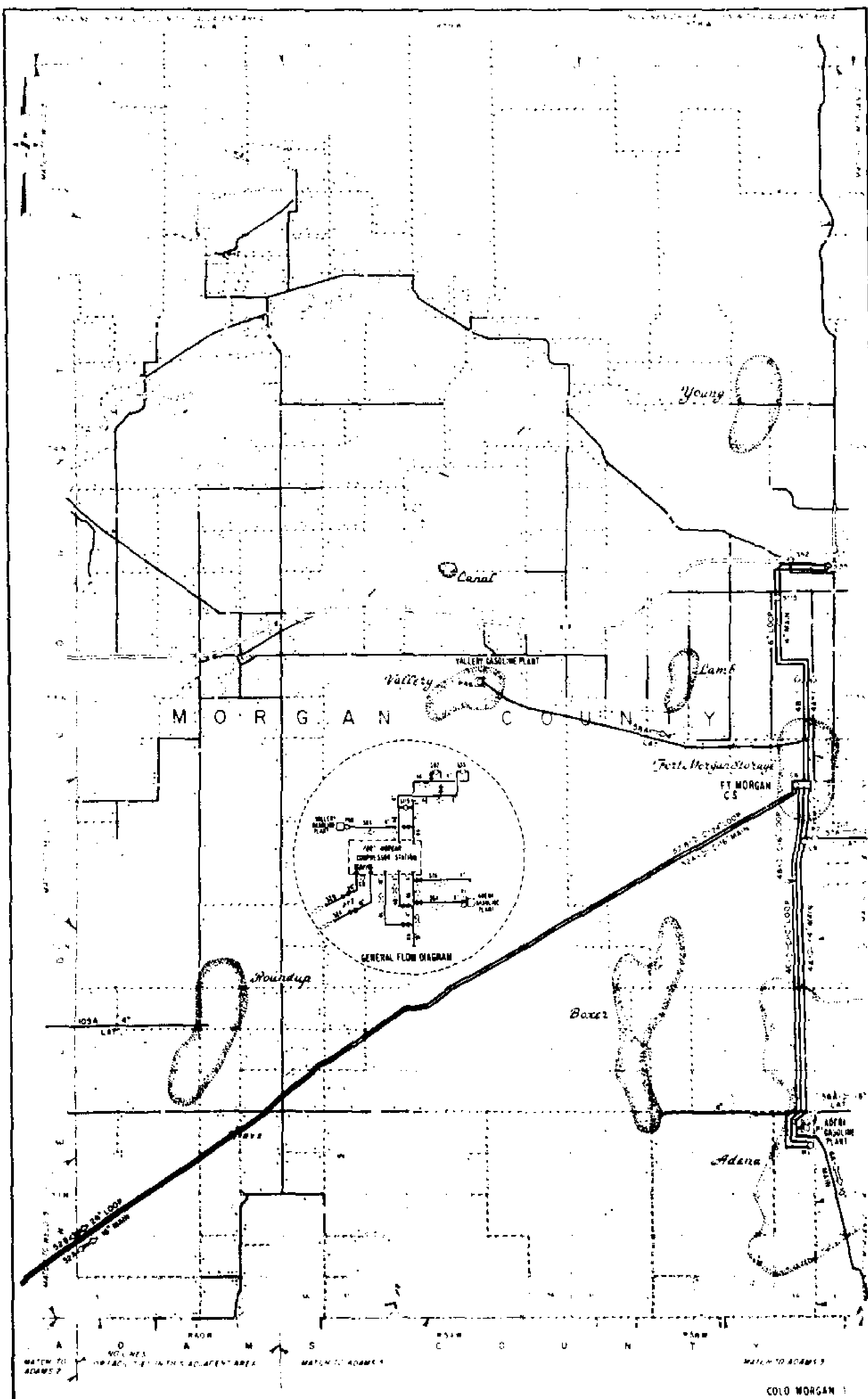
Any person requiring information about CIG facilities in Morgan County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

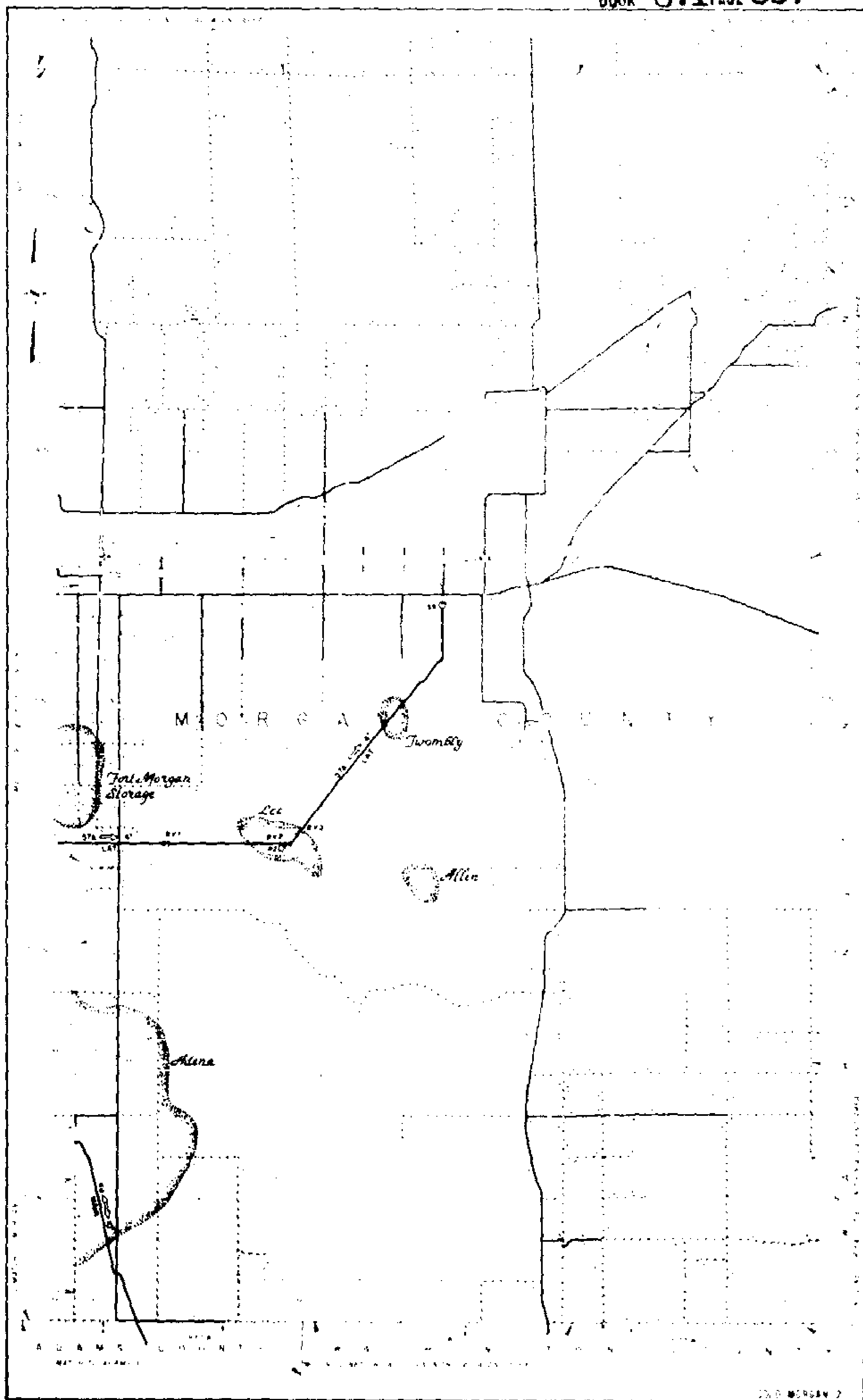
Colorado Interstate Gas Company
 2951 Chambers Road
 Aurora, Colorado 80011
 (303) 364-2631

During evenings, weekends, holidays, or any time contact with Aurora cannot be made, contact:

Colorado Interstate Gas Company
 P. O. Box 1087
 Colorado Springs, Colorado 80944
 (303) 473-2300

CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.





PARCEL #1B--TITLE COMMITMENT

	Title Insurance Commitment
	ISSUED BY Stewart Title Guaranty Company
Schedule A	

ALTA® Universal ID: 0044474
 Commitment/File No: NCT24192
 Property Address: 15263 COUNTY ROAD 18, FORT MORGAN,
 COLORADO 80701

Effective Date: **August 29, 2022 at 8:00 a.m.**
 Issuing Office: **NORTHERN COLORADO TITLE
 SERVICES CO., INC.**

1. Policy or Policies to be issued:

OWNERS:	AMOUNT	PREMIUM
☒ ALTA® 2006 Owner's Policy		\$300.00

Proposed Insured: TO BE DETERMINED

LOAN:

☒ ALTA® 2006 Loan Policy

Other Charges:

TOTAL DUE: \$ 300.00

NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is **fee simple**, and is vested in:

**LINDA S. JOURGENSEN (as to 1/2 interest), THOR JOURGENSEN, ROLF JOURGENSEN, MAIA JOURGENSEN
 CORRIE HOUSTON and JILL HOUSTON (as to 1/2 interest).**

3. The land referred to in the Commitment is described below or in Schedule C:

The SE1/4 of Section 13, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

and commonly known as (for informational purposes only): **15263 COUNTY ROAD 18, FORT MORGAN, COLORADO
 80701**

	Title Insurance Commitment ISSUED BY Stewart Title Guaranty Company
Schedule BII	

SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: **NCT24192**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS

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

1. **Reservation as contained in United States Patent recorded NOVEMBER 5, 1891 in Book 32 at page 221 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.**
2. **Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 23, 1888 in Book 15 at Page 248, said road to be not less than 60 feet in width.**
3. **Right of way for ROAD purposes as specified in ROAD PETITION recorded MARCH 12, 1903 in Book 15 at Page 138, said road to be not less than 60 feet in width.**

Commitment Schedule B-II

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4. **DAILEY LATERAL** and rights of way therefor, as evidenced by **CERTIFICATE OF INCORPORATION** recorded **MARCH 6, 1908** as it currently exists.
5. Easement and right of way for **PIPELINE** purposes as granted by **JESSE K. SNODGRASS** to **NATURAL GAS PRODUCERS, INC.** as contained in instrument recorded **APRIL 27, 1955** in Book 555 at Page 79, the location of said easement and right of way are more specifically defined in said document.
6. Easement and right of way for **PIPELINE** purposes as granted by **JESSE K. SNODGRASS** to **NATURAL GAS PRODUCERS, INC.** as contained in instrument recorded **APRIL 18, 1959**, in Book 616 at Page 113, the location of said easement and right of way not being specifically defined.
7. Easement and right of way for **IRRIGATION WELL** purposes as granted by **HENRY WEIMER, JR., GLADYS WEIMER AND HAROLD WEIMER** to **DAVE R. WEIMER AND HELEN WEIMER** as contained in instrument recorded **SEPTEMBER 4, 1970**, in Book 719 at Page 178, the location of said easement and right of way not being specifically defined.
8. Oil and Gas Lease between **JESSE K. SNODGRASS** and **DEAN L. CUMMINS**, recorded **MAY 22, 1973** in Book 737 at page 186, and any and all assignments thereof or interests therein. **NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
9. Oil and Gas Lease between **JANE H. HOUSTON AND LINDA S. JOURGENSEN** and **WILLIAM E. WISE**, recorded **APRIL 24, 1981** in Book 814 at page 717, and any and all assignments thereof or interests therein. **NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
10. Oil and Gas Lease between **JANE H. HOUSTON AND LINDA S. JOURGENSEN** and **WILLIAM E. WISE**, recorded **APRIL 19, 1984** in Book 854 at page 837, and any and all assignments thereof or interests therein. **NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
11. Easement and right of way for **UNDERGROUND UTILITIES AND PIPELINE** purposes as granted by **THOR JOURGENSEN, ROLF JOURGENSEN, MAIA JOURGENSEN, CORRIE HOUSTON, JILL HOUSTON, LINDA JOURGENSEN, AND JANE HOUSTON** to **THE CITY OF FORT MORGAN** as contained in instrument recorded **MAY 4, 1998**, in Book 1029 at Page 462, the location of said easement and right of way not being specifically defined.
12. Right of way for road purposes as shown on the **Fort Morgan Master Street Plan** recorded **September 1, 1981** in Plat Book 5 at Page 93, and as shown on **Comprehensive Plan** update recorded **April 21, 2004** in Plat Book 10 at page 128.
13. **NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 1, 1981 IN BOOK 819 AT PAGE 623; (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 1, 1983 IN BOOK 846 AT PAGE 797; (F) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554; AND (H) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513.**

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

Commitment Schedule B-II

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United States,

to

William S. Elmer.

Patent.

Dated Oct 18 1890.

Filed Nov 5 1891 9 30 A.M.

Book 32 p 221.

Grants the SE $\frac{1}{4}$ of Sec 13, Twp 3 N, R 58 W. of 6th P.M., containing
160 acres.

Signed by the President, Benjamin Harrison.

By Ellen Macfarland, Asst. Secretary.

J. R. Conwell, Recorder Gen. Land Office. Seal G.L.O.

Sealed

3
said road, on motion ordered that the prayer of said petition be granted and the road therein described be and is hereby declared a public highway.

The clerk is directed to record the petition, plat the road and notify the Road Overseer of the proper district to open said road to travel at once.

R. N. Smith Chairman.

28560

Filed for record at 4 o'clock P.M. April 23^d 1888

Arthur Hotchkiss. Recorder.

15/24B

Road Petition.

To the Honorable Board of County Commissioners of Weld County, Colorado.
Gentlemen:—

We the undersigned citizens of your county, respectfully represent that the necessities of the public require a bounty wagon road to be laid out as follows, to-wit:

Commencing at the corner between sections 14th and 15.22nd 23, in Township 3 N.R. 59 W. thence East to township line; thence East between sections 18th and 19, 17th and 20, 16th and 21, 15th and 22, 14th and 23, 13th and 24 in township 3 N.R. 58 W, thence east 1/2 mile between sections 18th and 19 in Township 3 N.R. 57 W.

We therefore petition your Honorable Body to cause to be laid out and opened a bounty Road as above described, and we the owners of the lands through which said road is sought to be laid out, in consideration of the laying out and opening of said road, hereby agree to donate the right of way through our lands, as shown by the plat accompanying this petition and relinquish all claims for damage by reason thereof.

Names.

P. B. Hotchkiss.
W. B. Ainton.
M. N. Wagner.
Walter J. Brown.
Frank Proubridge.
Edwin K. Hopkins.
G. W. Warner.
J. H. Burk.
N. T. I. I. I. I. I.

Names.

M. J. Tuttle.
Geo. J. Glassey.
E. W. Boggs.
Henry Stamm.
P. H. Parsons.
W. F. Ballender.
W. E. Wells.
H. M. Putnam.
A. C. Adams.

Arthur Hotchkiss. County Clerk.

By F. O. Frost. Depy.

Presented to the Board of County Commissioners, April 20th 1888, when the following action was taken^{ed} and entered of record to-wit:

It appearing to the Board that the right of way for said road is all granted, except through unpatented Govt Land which is taken in accordance with section 2477 of the revised statutes of the U.S. and the Board believing that the public good requires said road, on motion ordered that the prayer of the petitioners be granted^{ed} and the road therein prayed for be^{ed} is hereby declared a public highway. The clerk is directed to record the petition, plat the road^{ed} and notify the Road Overseer of the proper district to open said road to travel at once.

R. N. Smith. Chairman.

28564.

Filed for Record at 4 o'clock P.M. April 23^d 1888.

Arthur Hotchkiss.

Recorder.

Road Petition:

To the Honorable Board of County Commissioners of Weld County, Colorado.
Gentlemen:-

We the undersigned citizens of your County, respectfully represent that the necessities of the public require a County wagon road to be laid out as follows, to-wit:

Commencing at the NW corner of the N.E.¹/₄ of Sec 24 Town 4 N Range 56 West^{ed} and running thence due South 1 mile on ¹/₂ Sect. line^{ed} and intersect with present public road, also, another road commencing at the NW corner of the SW¹/₄ of the S.E.¹/₄ of Sect. 13 Town 4 N Range 56 W. running due East one half mile, thence south on quarter of mile^{ed} and intersect with present public road, and would also represent that the present public road commencing at SW corner of Sect. 14 in Town 4 N. R. 56 West, and running due east to S.W. corner of Sect. 13 same Town & Range, is not a practicable route, and would therefore ask that the same be discontinued.

We therefore petition your Honorable body to cause to be laid out and opened a County road as above described and we, the owners of the land through which said road

138

ROAD-VIEWER'S REPORT.

To the Honorable Board of County Commissioners of Morgan County, Colorado.

GENTLEMEN:—Your viewers appointed on the 15th day of January 1903, to view a county road prayed for in a certain petition presented to your Honorable body on the above named day and date, a copy of which has been received by us, viz: Commencing at South West Corner of Sec. Six (6) Township Three (3) North Range fifty seven (57) West and extending due South on the Township line a distance of five (5) miles. More or less to the South West Corner of Section Thirty One (31) Township (3) North of Range fifty seven (57) West of 6th P. M.

Respectfully submit the following report, to-wit: After receiving our authority to act, we met at the starting point of said proposed road, on the 2nd day of January 1903 at the hour of 8 o'clock A.M., being the time and place specified in our appointment, and proceeded to view the road prayed for in said petition, as follows: We commenced at the starting point named in said petition, and run due South on Township line five Miles.

The last named point being the terminus thereof, and the road as above laid out and viewed being over the most practicable route which we in our judgment can find. We found it necessary to make the following changes in the proposed route as prayed for, viz:-----

We have caused to be surveyed and platted, and have herein embodied a plat of said road as viewed by us, and which forms a part of this report as shown by the following map:

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

We have taken into account all the damages and benefits to land owners arising from the laying out of said road, and report, in tabular form, as follows:

NAME OF LAND OWNER.	DESCRIPTION OF LAND.		Sec.	T.p.	R'ng.	No. a's taken.	Damages, or value of Land taken.	Damages to residue of Land and other property.	Value of the Benefits.	Amount of Damages in excess of Benefits.
	Part or Width of Strip taken.	Subdivision.								
N. L. Brush	30 feet Wide on West side	NW ⁴	7	3	57	19/11	55 00	30 00	55 00	30
S. H. Shields	30 feet Wide on West side	SW ⁴	7	3	57	19/11	40	None	40 00	
Berge Murray	" " " " " "	NW ⁴	18	3	57	19/11	40	None	40 00	
John T. Ross	" " " " " "	SW ⁴	18	3	57	19/11	80 00	None	None	80
D. H. Sheppard	" " " " " "	NW ⁴	19	3	57	19/11	40 00	None	40 00	
H. W. Siegler	" " " " " "	N ² SW ⁴	19	3	57	19/11	20 00	None	20 00	
Geo. A. B. Marston	" " " " " "	S ² SW ⁴	19	3	57	19/11	20 00	None	20 00	
J. K. Hamilton	" " " " " "	SW ⁴	30	3	57	19/11	35 00	None	35 00	
James Victor	" " " " " "	N ² NW ⁴	30	3	57	19/11	17 50	None	None	17 50
Asst. Nat. Bk. Insuly	" " " " " "	S ² NW ⁴	30	3	57	19/11	17 50	None	None	17 50
James W. McCreary	" " " " " "	NW ⁴	31	3	57	19/11	30 00	None	30 00	
R. A. Chase	" " " " " "	SW ⁴	31	3	57	19/11	30 00	None	30 00	
W. H. Clatworthy	" " " East Side	N ⁶ of N ⁶ of N ⁶	12	3	58	5/22	10 00	None	10 00	
E. H. Hurry	" " " " " "	S ⁶ of N ⁶ of N ⁶	12	3	58	5/22	10 00	None	10 00	
W. H. Clatworthy	" " " " " "	S ⁶ of N ⁶	12	3	58	10/11	20 00	None	10 00	
Blaylaugh & Bales	" " " " " "	E ² of S ⁶	12	3	58	19/11	40 00	None	40 00	
R. A. Andrews	" " " " " "	E ² of N ⁶	13	3	58	19/11	40 00	None	40 00	
E. P. Acorn	" " " " " "	S ⁶	13	3	58	19/11	40 00	None	40 00	
John W. McCreary	" " " " " "	N ⁶	24	3	58	19/11	40 00	None	40 00	
E. H. Hurry	" " " " " "	E ² of S ⁶	24	3	58	19/11	35 00	None	35 00	
S. H. Shields	" " " " " "	N ⁶	25	3	58	19/11	35 00	None	35 00	
James W. McCreary	" " " " " "	N ² S ⁶	25	3	58	10/11	15 00	None	15 00	
W. H. Clatworthy	" " " " " "	S ² S ⁶	25	3	58	10/11	15 00	None	15 00	
And Sec. R. A. Chase heard by			36	3	58	3 1/2	36 00	26 00	30 00	20 00
										Total - 145 00

We have taken the following Government Lands, viz: _____

March 3rd 1903 I hereby agree to accept as damage on account of Road the sum of \$55 00 instead of \$80 00 as allowed by viewers in this report
John T. Ross

We have taken the following Railroad Grant Lands, viz: _____

We have marked out the line of said road as located by us by turning a furrow on each side of said proposed road.

We estimate the probable cost of opening said road to travel to be \$ _____

We estimate the cost of the Bridge over the Fort Morgan Ditch at	175.00
Culvert over N. L. Brush's Ditch at	17.00
" " Ditch at S. W. corner Sec 7-3-57	12.00
" " " " SW " " 18-3-57	12.00
	216.00

Which viewing we have completed this 26 day of January 1903

J. F. Arbuckle
J. T. Devin
R. C. McCreary
Viewers.

Filed in the office of the County Clerk Jan 27th 1903

J. W. McCreary County Clerk.
By R. Oscar K. McCreary Deputy.

Presented to the Board of County Commissioners, March 3rd 1903,

when the following action was taken and entered of record, to-wit: The Board having carefully considered the report of the viewers herein, as well as the objections made thereto, and finding the report correct as to form, and believing the Public good required the laying out of the road as recommended by the viewers, it was on motion ordered that the report be approved and adopted, and the road therein described and recommended by the viewers be and is hereby declared a public highway. The Clerk is directed to receive the report, plot the road, draw warrants in favor of parties for damages awarded, and cause notices to be posted of opening of said road, and notify the Board of Supervisors to meet on the same to travel on said road as required by law.

Filed for record the 12th day of March A. D. 1903, at 3 o'clock P. M.

J. W. McCreary Recorder.
By _____ Deputy.

No 15609,

RECEIVED NO. 410234 RECEIVED APR 27 1955
800 6' CLOSER A. K. CARGUTH, RECORDER

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fnB

116

112

RIGHT OF WAY AGREEMENT

Ft. Morgan LL #112
C.O. 46-C

STATE OF COLORADO)
COUNTY OF MORGAN)

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Two Hundred Forty and no/100***** (\$240.00*****) Dollars, paid by NATURAL GAS PRODUCERS, INC., a Colorado corporation, Grantee, receipt of which is hereby acknowledged, hereby grants and conveys unto the said Grantee subject to the exceptions hereinafter stated, a right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing a pipe line, with necessary fittings, tie-overs and appliances, for the transmission of natural gas and all by-products thereof which can be transported through a pipe line over, across, under and upon the following described land, situated in Morgan County, State of Colorado, to-wit:

The East half of the Southeast quarter of Section 13, Township 3 North, Range 58 West

Together with the right of ingress to and egress from said right of way, which ingress and egress shall be and is limited to said right of way and easement and existing roads, the right to remove from said right of way all trees, limbs and other obstructions which, in the judgment of Grantee, endanger or may interfere with the efficient and safe use of said right of way, and all other rights necessary and incident to the full and complete use and enjoyment of the right of way for the purposes herein granted.

Said right of way and easement herein and hereby granted being fifty (50) feet in width throughout extending on, over and across the above described lands, the center line of such right of way and easement being described as follows:

Beginning at a point on the South property line of the Southeast quarter of Section 13, Township 3 North, Range 58 West, Morgan County, Colorado, which point is 623 feet in a Westerly direction with and along said South property line from the Southeast corner of the Southeast quarter of said Section 13; thence due North 2666 feet to the point of exit in the North property line of said Southeast quarter of Section 13, which point is 623 feet in a westerly direction with and along said North property line of said Southeast quarter from the Northeast corner of said Southeast quarter of said Section 13, containing 3.06 acres, more or less

2

Grantee shall not fence or otherwise enclose said right of way and shall not install any telephone or telegraph lines on or across said right of way. Grantor, at its option, may fence said right of way, or any part thereof, after the construction of the pipe line hereunder.

Grantee agrees that during the period of construction of the pipe line hereunder, or any subsequent altering, removing or replacing of said pipe line, it will leave or arrange for reasonable crossings over said right of way strip for the cattle and livestock of Grantor and his tenants and lessees.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipe line is constructed hereunder, Grantee agrees to install and operate flumes across the right of way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said land, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

Grantee agrees to bury its pipe line to a depth of not less than forty (40) inches measured from the top of the pipe line to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipe line crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipe line crosses any such drainage ditch or canal.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation and construction and maintenance of said pipe line.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right of way and rights unto the said Grantee, so long as said right of way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following:

1. All oil, gas and other minerals in, on and under the above described lands.
2. The right to fully enjoy and use said premises except as may be inconsistent with or interfere with the rights and privileges herein and hereby granted to Grantee.

It is mutually understood and agreed that this right of way grant as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Executed this 7^d day of April, 1955.

Albert B. Nelson
witness

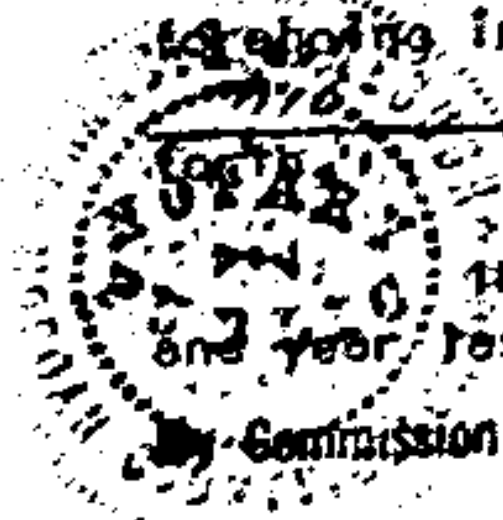
Jesse K. Snodgrass

STATE OF Colorado
COUNTY OF Morgan

ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th day of April, 1955, personally appeared Jesse K. Snodgrass and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set

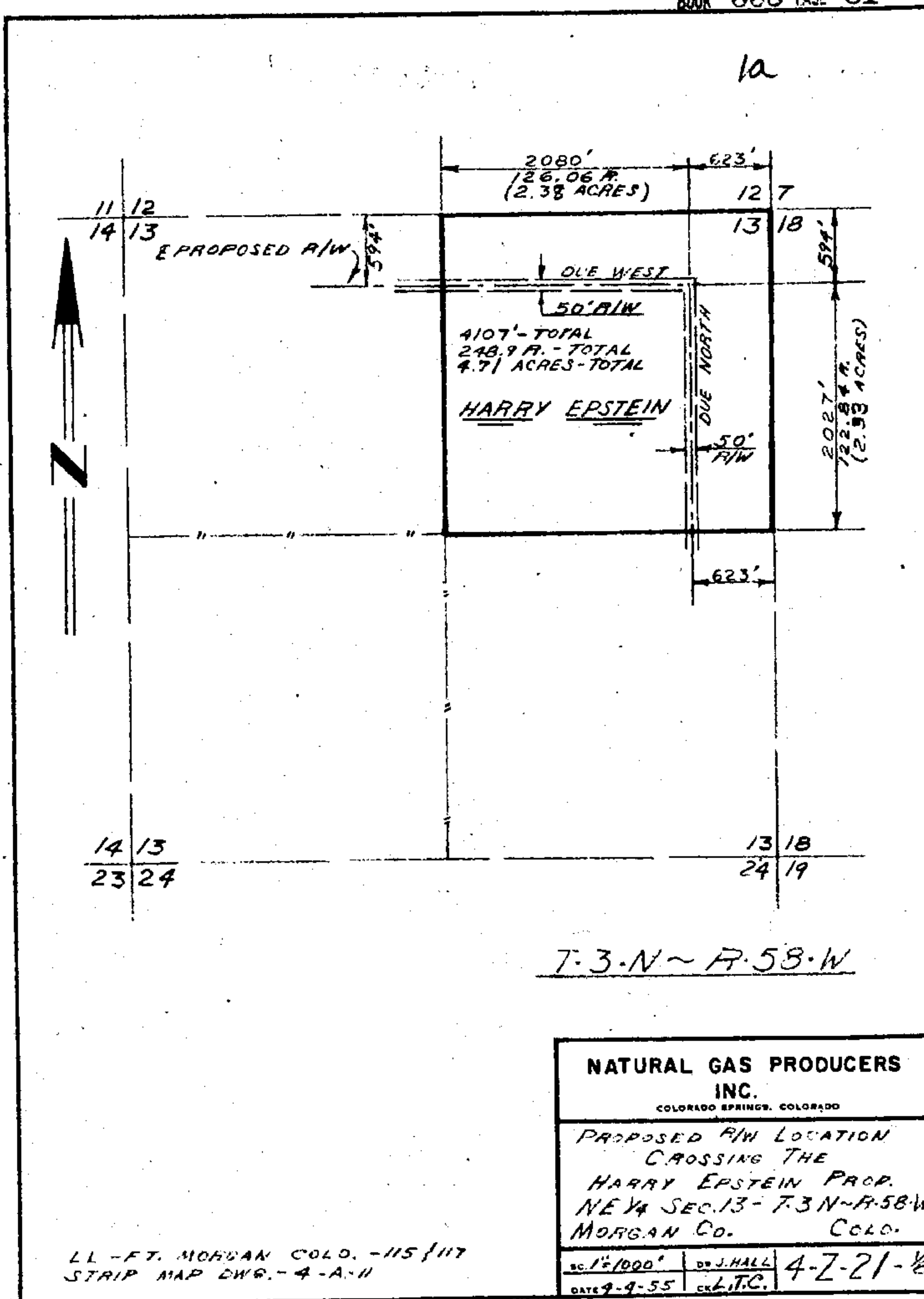


IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires May 17, 1958

Francis J. Kough
Notary Public

not both are
Kough's
stamps



Record
p. 13

RECEIPTION NO. 457857 APR 18 1959

700 616 A A. K. ZABUTIS, RECORDER

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RIGHT OF WAY AGREEMENT

STATE OF COLORADO)
COUNTY OF MORGAN)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of TWO HUNDRED FORTY & 00/100 Dollars (\$ 240.00) paid by NATURAL GAS PRODUCERS, INC., a Colorado corporation, Grantee, receipt of which is hereby acknowledged, hereby grants and conveys unto the said Grantee subject to the exceptions hereinafter stated, a right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing a pipeline, with necessary fittings, tie-overs and appliances, for the transmission of natural gas and all by-products thereof which can be transported through a pipeline over, across, under and upon the following described land, situated in Morgan County, State of Colorado, to-wit:

The East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Thirteen (13), Township Three (3) North, Range Fifty-eight (58) West;

Together with the right of ingress to and egress from said right of way, which ingress and egress shall be and is limited to said right of way and easement and existing roads, the right to remove from said right of way all trees, limbs and other obstructions which, in the judgment of Grantee, endanger or may interfere with the efficient and safe use of said right of way, and all other rights necessary and incident to the full and complete use and enjoyment of the right of way for the purposes herein granted.

Said right of way and easement herein and hereby granted being fifty (50) feet in width throughout extending on, over and across the above described lands, the center line of such right of way and easement being described as follows:

Beginning at a point on the South property line of the Southeast Quarter of Section 13, Township 3 North, Range 58 West, Morgan County, Colorado, which point is 635 feet in a Westerly direction with and along said South property line from the Southeast corner of the $SE\frac{1}{4}$ of said Section 13; thence due North, 2635 feet to the point of exit in the North property line of said $SE\frac{1}{4}$ of Section 13, which point is 635 feet in a westerly direction with and along said North property line of said $SE\frac{1}{4}$ from the Northeast corner of said $SE\frac{1}{4}$ of Section 13, containing 3.04 acres more or less.

Grantee shall not fence or otherwise enclose said right of way and shall not install any telephone or telegraph lines on or across said right of way. Grantor, at its option, may fence said right of way, or any part thereof, after the construction of the pipeline hereunder.

Grantee agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing or replacing of said pipeline, it will leave or arrange for reasonable crossings over said right of way strip for the cattle and livestock of Grantor and his tenants and lessees.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is constructed hereunder, Grantee agrees to install and operate flumes across the right of way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said land, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

Grantee agrees to bury its pipeline to a depth of not less than forty (40) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation, construction and maintenance of said pipeline.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right of way and rights unto the said Grantee, so long as said right of way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following:

1. All oil, gas and other minerals in, on and under the above described lands.
2. The right to fully enjoy and use said premises except as may be inconsistent with or interfere with the rights and privileges herein and hereby granted to Grantee.

It is mutually understood and agreed that this right of way grant as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Executed this 7th day of April, 1959.

WITNESS:

Paul F. McArthur

Jesse K. Snodgrass
Jesse K. Snodgrass

STATE OF Colorado)
COUNTY OF Morgan) ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th day of April, 1959 personally appeared Jesse K. Snodgrass and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Notary Seal]

John H. Bluedorn
Notary Public

My Commission expires: July 22, 1959

STATE OF)
COUNTY OF) ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of , 19 , personally appeared and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission expires:

STATE OF)
COUNTY OF) ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of , 19 , personally appeared and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission expires:

E A S E M E N T

THIS EASEMENT made and entered into this 10th day of April, 1970,
between Henry Weimer, Jr., Gladys Weimer and Harold Weimer, Grantors,
and Dave R. Weimer, Grantee, and Helen Weimer, Grantee, to grantees
as joint tenants and not as tenants in common, the survivor of them.

WITNESSETH: That whereas grantees are the owners of the following described land: NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 36, Twp. 3 North, Rge. 59 West of 6th P. M.
and NW $\frac{1}{4}$ of Sec. 19, Twp. 3 North, Rge. 58 West of the 6th P. M.,
and also owns an irrigation well located in the SW $\frac{1}{4}$ of Section 36, Township 3 North, Range 59 West of the 6th P. M., and it is necessary to cross lands of Grantors in order to get to, use and maintain said irrigation well and obtain the water therefrom.

NOW, THEREFORE, THIS EASEMENT: That for and in consideration of Ten Dollars and other valuable considerations, Grantors Henry Weimer, Jr., Gladys Weimer and Harold Weimer do hereby grant, transfer and convey to Grantees Dave R. Weimer and Helen Weimer as Joint Tenants and not as tenants in common, the survivor of them, an easement to cross the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 36, and the South ~~1/2 of the SE $\frac{1}{4}$~~ of Sec. 13, ~~1/2 of the SE $\frac{1}{4}$~~ Rge. 58 West ~~1/2 of the SE $\frac{1}{4}$~~ of the 6th P. M., Township 3 North, Range 59 West of the 6th P. M., to use, maintain and carry the water from said irrigation well located in the SW $\frac{1}{4}$ of Section 36, Township 3 North, Range 59 West of the 6th P. M., unto the land of Grantees.

TO HAVE AND TO HOLD unto said grantees, together with all appurtenances thereunto belonging, their heirs and assigns forever and the heirs and assigns of such survivor forever.

Henry Weimer, Jr.

Gladys Weimer
Gladys Weimer

Harold Weimer
Harold Weimer

STATE OF COLORADO,)
COUNTY OF MORGAN,) ss.

COUNTY OF MORGAN,)
The foregoing easement was acknowledged before me this 10th day of
April, 1970, by Henry Weimer, Jr., Gladys Weimer and Harold Weimer.

My comm. expires Sept. 25, 1973.

John H. Robinson
Notary Public.

THIS AGREEMENT, Entered into this the 28th day of February, 19 73

between Jesse K. Snodgrass

502 Grant Street

Fort Morgan, Colorado 80701

hereinafter called lessor,

and Dean L. Cummins, Greeley, Colorado 80631

hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such

substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of

Morgan

State of Colorado, and described as follows:

T 3 N, R 58 W

Sec. 13: SE $\frac{1}{4}$

and containing 160 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of three years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth ($\frac{1}{8}$) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth ($\frac{1}{8}$) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth ($\frac{1}{8}$) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth ($\frac{1}{8}$) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 28th day of February, 19 74 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Bank at Fort Morgan, Colorado 80701

or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of one hundred sixty and no/100-- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

~~13. Lessee is hereby expressly granted the right and privilege which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be considered and considered as the commencement or completion of a well, or the continued operation or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the said herein leased is situated an instrument identifying and describing the consolidated acreage.~~

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Handwritten signature: Dean L. Cummins

STATE OF Colorado }
COUNTY OF Morgan } ss
On April 3, 1973, before me personally appeared Jesse K. Snodgrass

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: May 24, 1975

[Signature]
Notary Public
Residing at:
Fort Morgan, Colorado

STATE OF _____ }
COUNTY OF _____ } ss
On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF _____ }
COUNTY OF _____ } ss
On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at: _____

580105
OIL AND GAS LEASE
FROM Jesse K. Snodgrass TO Dean J. Cummings
Date , 19
Section Twp Rge
No. of Acres Term County
STATE OF Colorado } ss
County of Morgan
This instrument was filed for record on the
day of MAY 22 1973 19
at 2:20 o'clock P M., and duly recorded
in Book 737 Page 186 of
the records of this office.
By Clifford D. Garver, Jr. Register of Deeds.
When recorded, return to
Mr. Cummings
1923 - 26th Ave
Greeley, Colo 80631

RIDER

4. The shut in provision of a gas well under this lease shall be effective for two years from the completion of any gas well and no longer.

It is agreed that the lessee hereunder shall stockpile all top soil used in any drilling operation and at the conclusion of the drilling refill the slush pits, placing the top soil in as near original position as possible, clean up all debris, level the land, rip up roadways and pay the sum of \$500.00 per measured acre for surface damages, including all area used in the drilling of the well, including roadways.

AAPL FORM 681
OIL AND GAS LEASE
COLORADO — SHUT-IN ROYALTY, POOLING

THIS AGREEMENT made and entered into this 16th day of April, 19 81 by and between
Jane H. Houston and Linda S. Jourgensen, 2586 S. Leyden, Denver, CO 80222 hereinafter
called Lessor (whether one or more) and William E. Wise, 46B Denver Tech Center, Englewood, CO 80111
hereinafter called Lessee (whether one or more).

Attached to and made part of that oil and gas lease dated April 16, 1981,
between Jane H. Houston and Linda S. Jourgensen, Lessor, and William E. Wise,
Lessee.

Township 3 North, Range 58 West
Section 13: SE $\frac{1}{4}$

In addition to the terms and conditions in the attached lease, Lessee will pay
Lessor, at the time drilling begins, fourteen hundred dollars (\$1400.00) per
acre for land used by Lessee as total consideration for all damages to the land
caused by Lessee's operations. Lessee will stockpile two feet of topsoil
when digging pits. Upon completion of operations, Lessee will empty pits
completely before refilling, transfer removed materials off the leased lands,
and replace the topsoil. Lessee will restore all lands used by Lessee as
nearly as reasonably possible to their original condition.

Lessor reserves for Lessor's free and personal use, a sufficient amount of any
gas produced in commercial quantities for Lessor's house and irrigation pump
on the leased lands; under the condition that Lessor constructs and maintains
all connections and pipelines from the wellhead at Lessor's sole cost, risk
and liability, holding Lessee free from any liability arising out of the
construction and operation of said connections, pipelines and equipment.

X Jane H. Houston
Jane H. Houston
X Linda S. Jourgensen
Linda S. Jourgensen

WITNESSETH:

1. Lessor, for and in consideration of the sum of ten and more Dollars (\$ 10.00) in hand paid, the royalties provided herein, and the covenants of the Lessee, hereby grants, leases and lets exclusively to Lessee the land described below for the purpose of investigating, exploring for, drilling for, producing, saving, owning, handling, storing, treating and transporting Oil and Gas together with all rights, privileges and easements useful for Lessee's operations on said land and on land in the same field with a common Oil and Gas Reservoir, including but not limited to rights to lay pipelines, build roads, construct tanks, pump and power stations, power and communication lines, houses for it's employees, and other structures and facilities, and the right to drill for, produce and use fresh water. The Phrase "Oil and Gas" as used herein includes all hydrocarbons and other substances

produced therewith. The land included in this Lease is situated in Morgan County, State of Colorado, and is described as follows:

Township 3 North, Range 58 West, 6th PM
Section 13: Southeast Quarter

Subject to attached rider

including all Oil and Gas and substances produced therewith underlying lakes and streams of which all or any part of the land is riparian, all roads, easements, and rights-of-way which traverse or adjoin said land and including all lands owned or claimed by Lessor as a part of any of said land, and including

all reversionary rights therein, said land containing 160.00 acres more or less. This lease covers all the interest now owned by, or hereafter vested in the Lessor and Lessor releases and waives all rights under any Homestead Exemption Laws. In calculating any payments based on acreage, Lessor may consider that the land contains the acreage stated above, whether it actually contains more or less. Lessor may inject water, salt water, gas or other substances into any stratum or strata under said land and not productive of fresh water.

2. This Lease shall remain in force for a period of ~~ten (10)~~ ^{thirty (3)} years from this date, called "primary term", and as long thereafter as Oil, Gas or other Hydrocarbon and substances produced therewith are produced from said land, or Lessee is engaged in drilling or re-working operations on said land.

3. Lessee shall pay royalties to Lessor as follows: - (a) one-eighth ($\frac{1}{8}$ th) of the Oil produced and saved from said land to be delivered at the wells or to the credit of Lessor into the pipeline to which the well may be connected: Lessee may, at any time or times, purchase any royalty oil, paying the market value in the field on the day it is run to the storage tanks or pipeline; (b) the market value at the well of one-eighth ($\frac{1}{8}$ th) of the gas (including casinghead gas or other gaseous substances) produced from the land and sold, provided that on gas sold at the well the royalty shall be one-eighth ($\frac{1}{8}$ th) of the amount realized from such sale; (c) one-tenth ($\frac{1}{10}$ th) of the amount realized from the sale of any other substances produced from said land with Oil and Gas.

Where there is a gas well or wells on the lands covered by this Lease or acreage unitized therewith, whether it be before or after the Primary Term hereof, and such well or wells are shut-in and there is no other production, drilling operations or other operations being conducted capable of keeping this Lease in force under any of its Provisions, Lessee shall pay as royalty to Lessor (and if it be within the Primary Term hereof such payment shall be in lieu of delay rentals), the sum of one dollar (\$1) per year net mineral acre, such payment to be made to the Depository Bank hereinafter named on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well or wells are shut-in, and thereafter on the anniversary date of this Lease during the period such wells are shut-in, and upon such payment it shall be considered that this Lease is maintained in full force and effect. Lessor may use, from of royalty, oil, gas, and water for all operations hereunder.

4. If drilling operations are not commenced on said land on or before April 16, 1982 this Lease shall terminate unless Lessee, on or before that date, shall pay or tender to Lessor, or to Lessor's credit in the University National Bank at Denver, Colorado

for any successive the sum of thirty two hundred - - - Dollars (\$ 3200.00) which shall extend for one (1) year the time within which such operation may be commenced. Thereafter, annually, in the same manner and upon the same payment or tender called Rental, this Lease may be continued in force and such operations again deferred for successive periods of one (1) year during the Primary Term: Provided, that if any Oil and Gas shall be produced from or any drilling or re-working operations conducted on said land within ninety (90) days prior to any anniversary of this lease during the Primary Term, the rental occurring on such anniversary date shall be excused and this Lease shall continue in force as though such rental had been paid. Such operations shall be commenced when the first material is moved in or the first work done. Payments or tenders of rentals may be made by mailing or delivering cash, or Lessee's check or draft to Lessee, or to the Depository Bank on or before the date of payment. If the Depository Bank fails or refuses to accept the rental this Lease shall not terminate, nor Lessee be held in default for failure to pay rental unless Lessee fails to pay such rental for thirty (30) days after Lessee has delivered to Lessee a recordable instrument designating another Depository Bank. Any Bank designated as a Depository shall continue as such and as Lessee's agent regardless of changes in ownership of Lessee's interest and Lessee may pay tender rental jointly to the credit of all parties having any interests. At the option of Lessee all rental payments may be made to _____

one of the parties named herein as Lessor. If Lessor shall in good faith and with reasonable diligence attempt to pay any rental but fails to pay or incur-
rently pays part of the rental, this lease shall not terminate unless Lessor fails to rectify the error or failure within thirty (30) days after written notice
of the failure. Lessor may at any time or times surrender this lease as to all or any part of the land or as to any stratum or strata, by mailing or tendering
a release or release order to the appropriate bank, or by filing a release or release in the County Records, and thereby be relieved of all obligations as to the portion
surrendered, after which the rental shall be reduced in the same proportion the acreage is reduced.

4. Lessee may at any time or times pool any part or all of said land and Lease or any stratum or strata, with other lands and Leases, stream or streams in the same field or fields to form a spacing unit to facilitate an orderly or uniform well spacing pattern or to comply with any order, rule or regulation of the State or Federal regulatory or conservation agency having jurisdiction. Such pooling shall be accomplished or terminated by filing of record in the office of the Secretary of the Department of Termination of Pooling, and by creating or transferring a lease to Lessee, or to the Dependent Bank, Drilling or working operations or production from any part of such spacing unit shall be considered for all purposes of this Lease as operations or productions from the lease, Lessee shall allocate to this Lease the proportionate share of production which the acreage in this Lease included in any such spacing unit bears to the total acreage in said spacing unit.

10. If the well is not drilled after the Primary Term or before the expiration of the Primary Term all operations, and if producing, all production and operations shall terminate if Lessee commences or resumes any drilling or reworking operations, or production, within ninety (90) days after the expiration of the Primary Term and that payment of rental as herein provided for shall be resumed if such cessation occurs during the Primary Term, which rental shall be paid in advance. If the well is producing, Lessee may, in the interest of economy, commingle production from this Lease with production from one or more other leases in the same field provided a method of measurement in accordance with established engineering practices is used to measure the production and to allocate the production to the respective Lessee commingled.

Lessee shall pay for all damages caused by Lessee's operations to growing crops, buildings, irrigation ditches and fences. When requested by the surface owner, Lessee shall bury pipelines below ordinary plow depth across cultivated lands. No well shall be drilled within two hundred (200) feet of any structure on the surface land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and equipment from the surface land and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same circumstances.

or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor, when such drainage is not compensated by counterdrainage, subject to the continuing right of the Lessee to release all or part of the lands covered hereby as provided for in Paragraph four (4) above. No default of Lessee with respect to any well or part of the land covered hereby shall impair Lessee's rights as to any other well or any other part of the lands covered hereby.

8. The rights of Lessor and Lessee may be assigned in whole or in part. No change in ownership of Lessor's interest shall be binding on Lessee until after Lessee has been given notice consisting of certified copies or recorded instruments or documents necessary to establish a complete chain of title from Lessor. No other type of notice, whether actual or constructive, shall be binding on Lessee, and Lessee may continue to make payments as if no change had occurred. No present or future division of Lessor's ownership as to all of any part of said lands shall enlarge the obligations or diminish the rights of Lessee, and Lessee may disregard any such division. If all or any part of Lessee's interest is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of the others; rental is apportionable in proportion to acreage owned by each leasehold owner.

9. Whenever, as a result of any cause reasonably beyond Lessee's control, such as fire, flood, windstorm or other Act of God, decision, law, order, rule, or regulation of any local, State or Federal Government or Governmental Agency, or Court; or inability to secure men, material or transportation, and Lessee is thereby prevented from complying with any express or implied obligations of this Lease, Lessee shall not be liable in damages or forfeiture of this Lease, and Lessee's obligations shall be suspended so long as such cause persists, and Lessee shall have ninety (90) days after the cessation of such cause in which to resume performance of this Lease.

10. Lessee may at any time or times unitize all or any part of said land and Lease, or any stratum or strata, with other lands and Leases in the same field so as to constitute a unit or units whenever, in Lessee's judgment, such unitization is required to prevent waste or promote and encourage the conservation of Oil and Gas by any cooperative or unit plan of development or operation; or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal Laws and with the orders, rules, and regulations of State or Federal regulatory or conservative agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring, and mailing or tendering to Lessor, or to the Depository Bank, a copy of such instrument. Drilling or re-working operations upon, or production from any part of such units shall be considered for all purposes of this Lease as operations or production from this Lease. Lessee shall allocate to the portion of this Lease included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in this Lease in such units and total of all participating acreage in the unit; or, (b) the ratio between the quantity of recoverable production from the land in this Lease in such unit and the total of all recoverable production from all such unit; (c) any basis approved by State or Federal authorities having jurisdiction. Lessor shall be entitled to the royalties in this Lease on the part of the unit production so allocated to that part of this Lease included in such unit and no more.

11. Lessor warrants and agrees to defend the title to said land as to Lessor's interest therein. The royalties and rental provided for are determined with respect to the entire mineral estate in Oil and Gas (including all previously reserved or conveyed non-participating royalty), and if Lessor owns a lesser interest, the royalty and rental to be paid Lessor shall be reduced proportionately. Failure of Lessee to proportionately reduce the rental shall have no relationship to the royalties to be proportionately reduced if production is secured. Lessee may purchase or discharge in whole or in part any tax, mortgage or lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication, and shall be subrogated to such lien with the right to enforce it, and may reimburse itself from any rentals or royalties accruing under the terms of this Lease.

12. This Lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute the Lease or not. All Provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

IN WITNESS WHEREOF this instrument is executed on the date first hereinabove set out.

Jane H. Houston
Jane H. Houston

Soc. Sec. #

Linda S. Jourgensen
Linda S. Jourgensen

Soc. Sec. #

STATE OF Colorado } ss.
COUNTY OF Denver

The foregoing instrument was acknowledged before me, this 19TH day of April, 1981, by Jane H. Houston and Linda S. Jourgensen

Witness my hand and official seal.

My Commission Expires:

February 14, 1982

STATE OF _____ } ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me, this _____ day of _____, 19____, by _____

Witness my hand and official seal.

My Commission Expires

Notary Public

STATE OF _____ } ss.

RECEPTION NO. 000000
FROM STATE OF COLORADO
TO COUNTY OF MORGAN

STATE OF COLORADO } ss.
COUNTY OF MORGAN

I hereby certify that this instrument was
recorded in my office at 8:30 o'clock
A.M. APR 24 1981 and is
fully recorded in Book 814 Page 719

By Clifford D. Garver Jr. Recorder
Deputy

FEES \$ 6.00

William E. Wise
WILLIAM E. WISE
408 Denver Tech Center
1720 E. Bellevue Avenue
Englewood, Colorado 80155

#0054

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM AAPL 681
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

BOOK 854 PAGE 837

AAPL FORM 681
OIL AND GAS LEASE
COLORADO — SHUT-IN ROYALTY, POOLING

THIS AGREEMENT made and entered into this 16th day of April 19 84 by and between
Jane H. Houston and Linda S. Jourgensen, 2586 So. Leyden, Denver, CO 80222 hereinafter
called Lessor (whether one or more) and William E. Wise, 5680 So. Syracuse Circle, Suite 300,
Englewood, Colorado 80111
hereinafter called Lessee (whether one or more).

Attached to and made part of that oil and gas lease dated April 16, 1984,
between Jane H. Houston and Linda S. Jourgensen, Lessor, and William E. Wise,
Lessee.

Township 3 North, Range 58 West
Section 13: SE $\frac{1}{4}$

In addition to the terms and conditions in the attached lease, Lessee will pay
Lessor, at the time drilling begins, fourteen hundred dollars (\$1,400.00) per
acre for land used by Lessee as total consideration for all damages to the
land caused by Lessee's operation. Lessee will stockpile two feet of topsoil
when digging pits. Upon completion of operations, Lessee will empty pits
completely before refilling, transfer removed materials off the leased lands, and
replace the topsoil. Lessee will restore all lands used by Lessee as nearly as
reasonably possible to their original condition.

Lessor reserves for Lessor's free and personal use, a sufficient amount of any
gas produced in commercial quantities for Lessor's house and irrigation pump
on the leased lands; under the condition that Lessor constructs and maintains
all connections and pipelines from the wellhead at Lessor's sole cost, risk
and liability, holding Lessee free from any liability arising out of the
construction and operation of said connections, pipelines and equipment.


Jane H. Houston

Linda S. Jourgensen

WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more Dollars (s. 10.00) in hand paid, the royalties provided herein, and the covenants of the Lessee, hereby grants, leases and lets exclusively to Lessee the land described below for the purpose of investigating, exploring for, drilling for, producing, saving, owning, handling, storing, treating and transporting Oil and Gas together with all rights, privileges and easements useful for Lessee's operations on said land and on land in the same field with a common Oil and Gas Reservoir, including but not limited to rights to lay pipelines, build roads, construct tanks, pump and power stations, power and communication lines, houses for it's employees, and other structures and facilities, and the right to drill for, produce and use fresh water. The Phrase "Oil and Gas" as used herein includes all hydrocarbons and other substances

produced therefrom. The land included in this Lease is situated in Morgan County, State of Colorado, and is described as follows:

Township 3 North - Range 58 West, 6th P.M.
Section 13: SE/4

Subject to attached rider.

including all Oil and Gas and substances produced therewith underlying lakes and streams of which all or any part of the land is riparian, all roads, easements, and right-of-way which traverse or adjoin said land and including all lands owned or claimed by Lessor as a part of any of said land, and including

All reversionary rights therein, said land containing 160.00 acres more or less. This lease covers all the Interest now owned by, or hereafter vested in the Lessor and Lessor releases and waives all rights under any Homestead Exemption Laws. In calculating any payments based on acreage, Lessee may consider that the land contains the acreage stated above, whether it actually contains more or less. Lessee may inject water, salt water, gas or other substances into any stratum or strata under said land and not producing oil, fresh water.

3. This lease shall remain in force for a period of ~~three (3)~~ five (5) years from this date, called "primary term", and as long thereafter as Oil, Gas or other Hydrocarbons and substances produced therewith are produced from said land, or Lessee is engaged in drilling or re working operations on said land.

3. Lessee shall pay royalties to Lessor as follows: (a) one-eighth (1/8th) of the Oil produced and saved from said land to be delivered at the wells or to the credit of Lessor into the pipeline to which the well may be connected. Lessee may, at any time or times, purchase any royalty oil, paying the market value in the field on the day it is run to the storage tank or pipeline; (b) the market value at the well of one-eighth (1/8th) of the gas (including casinghead gas or other gaseous substances) produced from the land and sold; provided that on gas sold at the well the royalty shall be one-eighth (1/8th) of the amount realized from such sale, and one-tenth (1/10th) of the amount realized from the sale of any other substances produced from said land with Oil and Gas.

Where there is a dry well or wells on the lands covered by this Lease or acreage unitized therewith, whether it be before or after the Primary Term hereof, and such well or wells are shut in, and there is no other production, drilling operations or other operations being conducted capable of keeping this Lease in being under any of its Provisions, Lessee shall pay as royalty to Lessor (and if it be within the Primary Term hereof such payment shall be in lieu of delay rentals) the sum of one dollar (\$1) per year net mineral acre, such payment to be made to the Depository Bank hereinafter named on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well or wells are shut in, and thereafter on each anniversary date thereafter. If the well or wells are shut in, and upon such payment it shall be considered that this Lease is maintained in being for the full term of the term of this Lease, and water for all operations hereunder.

April 16, 1985

First Colorado Bank
Denver, Colorado

Thirty-Two Hundred ----- Dollars \$3,200.00) which shall extend
therein, said operations may be commenced thereafter, annually, in the same manner and upon the same payment or tender.
said lease and there may be continued in force and such operations again deferred for successive periods of one (1) year during the Primary Term.
Provided that said oil and gas shall be produced from or any drilling or reworking operations conducted on said land within ninety (90) days prior to any
anniversary date falling during the Primary Term; the rental occurring on such anniversary date shall be excused and this Lease shall continue in force as
long as the rental has been paid. Such operations shall be commenced when the first material is moved in or the first work done. Payments or tenders of
rental shall be made to the lessor or his agent or to the depository bank on or before the date of payment. If the
rental is not so paid or tendered by the expiration of this Lease shall terminate, nor Lessee be held in default for failure to pay rental unless Lessee fails
to pay or tender the rental. If tax after Lessee has delivered to Lessor a recordable instrument designating another Depository Bank, Any Bank desig-
nated as a depository shall suffice as such, and as Lessor's agent regardless of change in ownership of Lessor's interest and Lessee may pay tender rental

As the option of Lessee, all rental payments may be made to

Jane M. Houston and Linda S. Jourgensen

[illegible][illegible]

or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor, when such drainage is not compensated by counterdrainage, subject to the continuing right of the Lessee to release all or part of the lands covered hereby as provided for in Paragraph 10. No default of Lessee with respect to any well or part of the land covered hereby shall impair Lessee's rights as to any other well or any other part of the lands covered hereby.

8. The rights of Lessor and Lessee may be assigned in whole or in part. No change in ownership of Lessor's interest shall be binding on Lessee until after Lessee has been given notice consisting of certified copies or recorded instruments or documents necessary to establish a complete chain of title from Lessor. No other type of notice, whether actual or constructive, shall be binding on Lessee, and Lessee may continue to make payments as if no change had occurred. No present or future division of Lessor's ownership as to all or any part of said lands shall enlarge the obligations or diminish the rights of Lessee, and Lessee may disregard any such division. If all or any part of Lessee's interest is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of the others; rental is apportionable in proportion to acreage owned by each leasehold owner.

9. Whenever, as a result of any cause reasonably beyond Lessee's control, such as fire, flood, windstorm or other Act of God, decision law, order, rule, or regulation of any local, State or Federal Government or governmental Agency, or Court, or inability to secure means, material or transportation, and Lessee is thereby prevented from complying with any express or implied obligations of the Lease, Lessee shall not be liable in damages or forfeiture of this Lease, and Lessee's obligations shall be suspended so long as such cause persists, and Lessee shall have ninety (90) days after the cessation of such cause in which to resume performance of this Lease.

10. Lessee may at any time or times unitize all or any part of said land and Lease, or any stratum or strata, with other lands and Leases in the same field so as to constitute a unit or units whenever, in Lessee's judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil, and via by any cooperative or unit plan of development or operation; or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal Laws and with the orders, rules, and regulations of State or Federal regulatory or conservatory agency having jurisdiction. The use of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring, and mailing or tendering to Lessor, or to the Depository Bank, a copy of such instrument. Drilling or re-working operations upon, or production from any part of such units shall be considered for all purposes of this Lease as operations or production from this Lease. Lessee shall allocate to the portion of this Lease included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in this Lease in such units and total of all participating acreage in the unit; or (b) the ratio between the quantity of recoverable production from the land in this Lease in such unit and the total of all recoverable production from all such units; or any basis approved by State or Federal authorities having jurisdiction. Lessor shall be entitled to the royalties in this Lease on the part of the unit production so allocated to that part of this Lease included in such unit and no more.

11. Lessor warrants and agrees to defend the title to said land as to Lessor's interest therein. The royalties and rental provided for are determined with respect to the entire mineral estate in Oil and Gas (including all previously reserved or conveyed non-participating royalty), and if Lessor owns a lesser interest, the royalty and rental to be paid Lessor shall be reduced proportionately. Failure of Lessee to proportionately reduce the rental shall have no relationship to the royalties to be proportionately reduced if production is secured. Lessee may purchase or discharge in whole or in part any tax, mortgage or lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication, and shall be subrogated to such lien with the right to enforce it, and may reimburse itself from any rentals or royalties accruing under the terms of this Lease.

12. This Lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute the Lease or not. All Provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

IN WITNESS WHEREOF this instrument is executed on the date first hereinabove set out.

Jane H. Houston

X Social Security Number

Linda S. Jourgensen

X Social Security Number

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me, the 12TH day of April, 1984, by Jane H. Houston and Linda S. Jourgensen

Notary Public and official seal

My Commission Expires

April 8 1988

STATE OF

Robert J. Thompson
1608 S. Locust
Denver, Colorado 80222

Notary Public

STATE OF COLORADO
COUNTY OF MORGAN

Notary Public

APR 19 1984

APR 19 1984

Page No. 227

Fay A. Vondy

Recorder

Deputy

FEES \$

RECORDING FEE \$10.00

**DEED OF PERPETUAL EASEMENT
AND TEMPORARY EASEMENT FOR CONSTRUCTION**

THIS DEED, made this 14th day of MARCH, 1998, between **THOR JOURGENSEN, ROLF JOURGENSEN, MAIA JOURGENSEN, CORRIE HOUSTON, JILL HOUSTON, LINDA JOURGENSEN AND JANE HOUSTON**, ("Owner"), whose address is 2586 S. Leyden, Denver, Colorado 80222, and **THE CITY OF FORT MORGAN** ("City"), a municipal corporation of the State of Colorado, whose address is 710 E. Railroad Avenue, Fort Morgan, Colorado 80701.

WITNESSETH:

1. That for and in consideration of the covenants and agreements herein set forth, the sum of **THREE THOUSAND DOLLARS (\$3,000.00)** and other good and valuable consideration in hand paid by the City to the Owner, the receipt and adequacy of which is hereby acknowledged, the Owner hereby grants, sells and conveys to the City, its successors and assigns, a perpetual easement and right-of-way to install, construct, operate, maintain, repair, reconstruct, replace, inspect, survey, and remove, at any time and from time to time, underground utilities and pipelines, including all underground and surface improvements and appurtenances thereto, together with a right-of-way for access for construction, maintenance and repair on, along, and in all of the hereinafter described easement situated in the County of Morgan, State of Colorado, being described more fully on **EXHIBIT A**, attached hereto and by this reference made a part hereof.

2. Owner also grants, bargains, sells and conveys to City a perpetual and exclusive easement and right-of-way in and under the County Road Right-of-Way as granted, given and established by **ROAD PETITION** filed April 2, 1888, granted April 20, 1888 and filed for record April 23, 1888 in Book 15 at Pages 248-250, to install, construct, operate, maintain, repair, reconstruct, replace, inspect, survey, and remove, at any time and from time to time, underground utilities and pipelines, including all underground and surface improvements and appurtenances thereto, on the South line of the SE $\frac{1}{4}$ of Section 13, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, **SUBJECT TO** any other pipelines or utilities presently installed and the public highway as opened by the Board of County Commissioners of Morgan County, Colorado.

Construction is scheduled to be completed during the winter months. Should construction activity disrupt seasonal agricultural activity resulting in loss or damages, the owner will be entitled to compensation according to current Colorado Agricultural Statistics published for crop damages.

The Owner further grants to the City:

- (a) the right from time to time to change the grade of the easement, enlarge, improve, reconstruct, relocate and replace any underground utility lines, improvements or other appurtenances constructed hereunder with any other number or type of underground utilities and pipelines, or other structures either in the original location or at any alternate location or locations within said

perpetual easement. Upon completion of the repairs and/or maintenance, the City will return the grade to as near the original as possible; and

- (b) the right to mark the location of said easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Owner shall make of said perpetual easement.

3. In addition thereto, Owner grants to the City a Temporary Construction Easement for the purpose of construction of the aforementioned underground utilities and related improvements, said Temporary Construction Easement being more fully described on Exhibit "B", attached hereto and by this reference made a part hereof. Said Temporary Construction Easement shall expire and be of no further force or effect on June 1, 1999. During the term of this Temporary Construction Easement, the City shall have the right of ingress to and egress from (access) the Temporary Construction Easement over and across the adjoining lands of the owner for the purpose of construction on and along said Temporary Easement. The Owner also grants to the City the option to extend this Temporary Construction Easement for a period not to exceed one (1) year from the date of expiration hereof. In the event City declares to exercise said option in writing to the Owner, the City shall pay to Owner the additional sum of **NINETY AND NO/HUNDREDTHS (\$90.00) DOLLARS** per month for each month the City shall request such an extension. As a condition of the granting of this Temporary Construction Easement, the City covenants and agrees to restore said lands within said temporary easement, including landscaping, fences, or other improvements to a condition comparable with their present condition. City further covenants that no dirt or soil excavated in the easement will be removed from the property. During the term of this Temporary Construction Easement, Owner shall not erect or construct, or allow to be erected or constructed, any building or other structure within said temporary easement which may interfere with City's full enjoyment of the rights hereunder.

4. Owner reserves the right to use the perpetual easement for purposes which will not interfere with City's full enjoyment of the rights hereby granted; and the parties further agree that the uses of said perpetual easement by Owner and the agreements concerning those uses shall be as follows:

- (a) Owner shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level which will interfere with City's underground use, or allow the installation of other utilities, in said perpetual

easement without obtaining the specific written permission of the City;

- (b) Owner shall take no action which would impair or in any way decrease or substantially increase the ground level, or the lateral, or subjacent support for, or which would interfere with the use of the aforementioned underground utility lines, improvements and appurtenances within the perpetual easement without obtaining the specific written permission of the City.
- (c) The Owner may use the perpetual easement for any and all lawful purposes not inconsistent with the purposes set forth in this Deed of Perpetual Easement, including but not limited to agricultural surface usage, setbacks, density, open space, landscaping, roadways, and parking, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the facilities constructed within the perpetual easement.
- (d) In the event any of the terms of this Paragraph 3 are violated by the Owner or by any person in privity with the Owner, such violation shall be immediately corrected and eliminated upon receipt of notice from the City, and if not corrected, the City shall have the right to correct and eliminate such violation, and the Owner, its heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, City's reasonable attorney's fees. If such violation is not corrected, the City shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. This provision shall not preclude the City from recovery of damages to the improvements caused by Owner's acts or omissions. The City reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects the utility.

5. City shall restore to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by City, or repair any damages caused on the perpetual easement, or improvements permitted by this Deed of Perpetual Easement, arising out of the construction or reconstruction, maintenance and repair of said underground utilities, pipelines, and appurtenances.

6. In the event the City shall permanently abandon the perpetual easement herein granted, and cease to use the same, all right, title and interest hereunder of City shall revert to the then owner of the property.

7. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

8. Owner warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend City in the exercise of its rights hereunder against any defect in Owner's title to the land involved or Owner's rights to make the grant hereinabove contained.

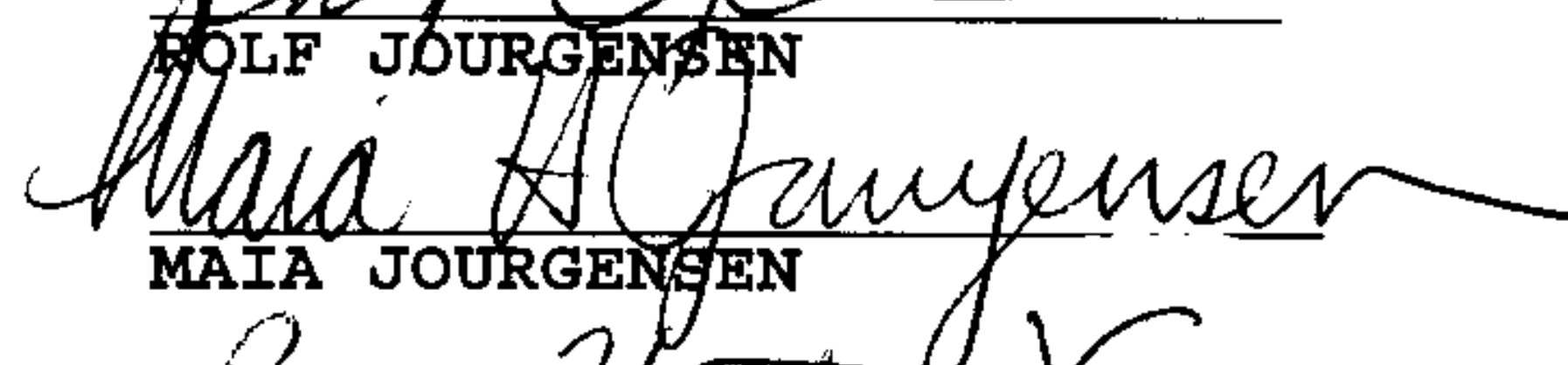
9. This instrument and all of the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year first above written.

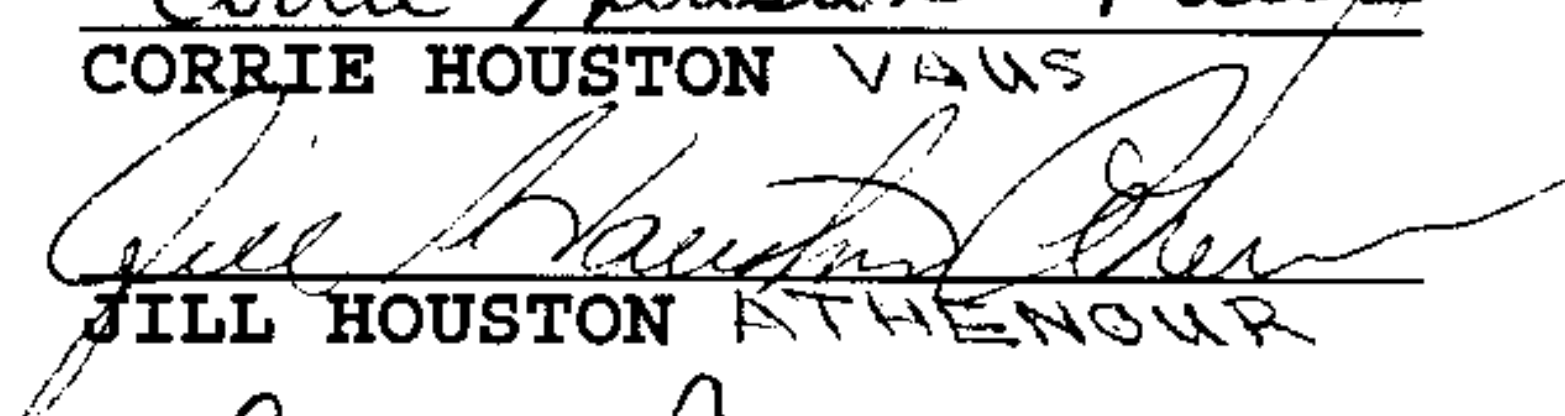
OWNER


THOR JOURGENSEN

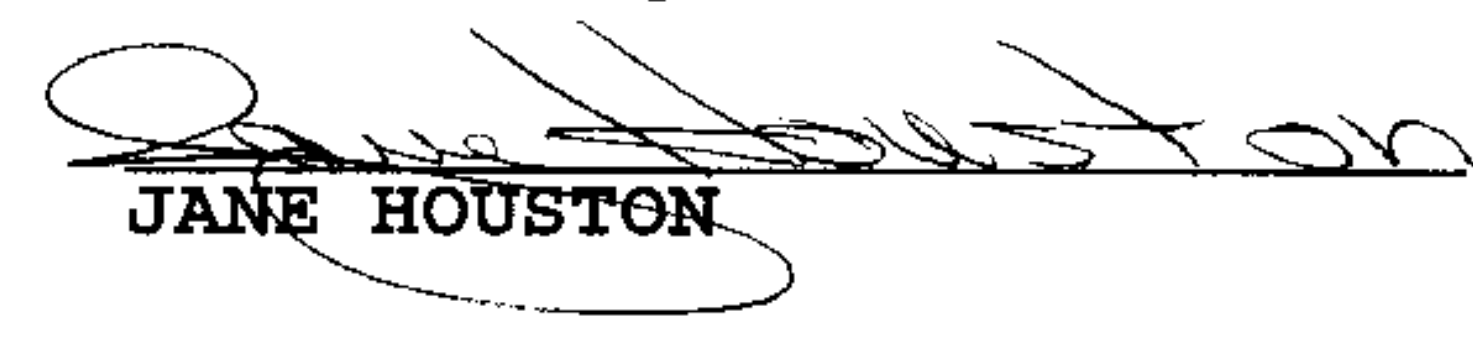

ROLF JOURGENSEN


MAIA JOURGENSEN


CORRIE HOUSTON VAUS


JILL HOUSTON ATHENOUR


LINDA JOURGENSEN

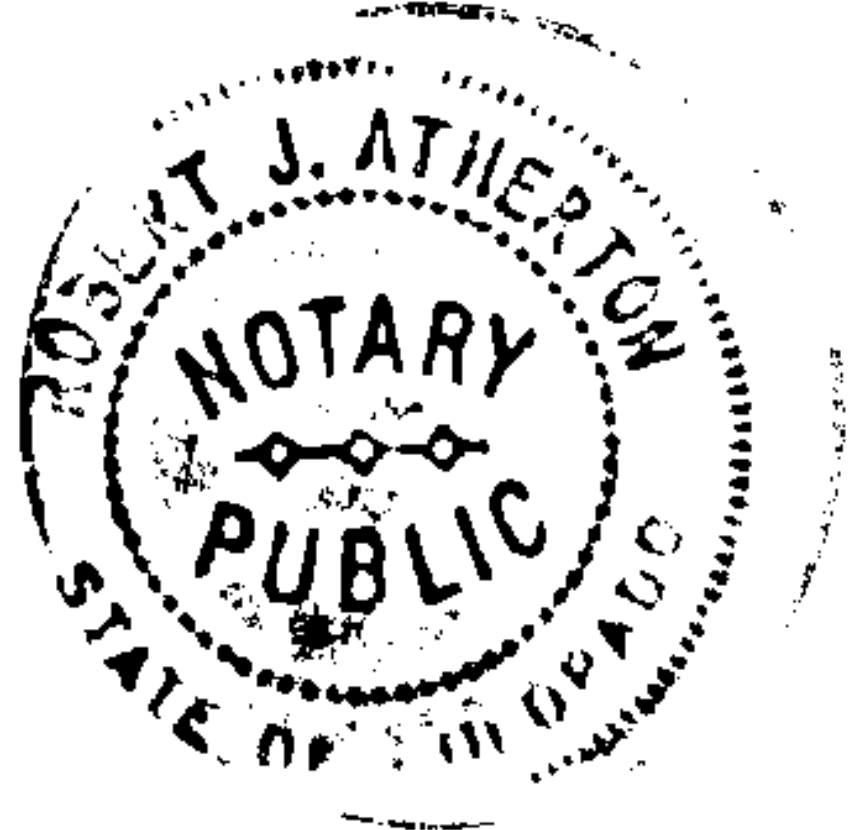

JANE HOUSTON

ATTEST: _____

By: _____
Title: _____

STATE OF Colorado)
COUNTY OF Denver) :ss.

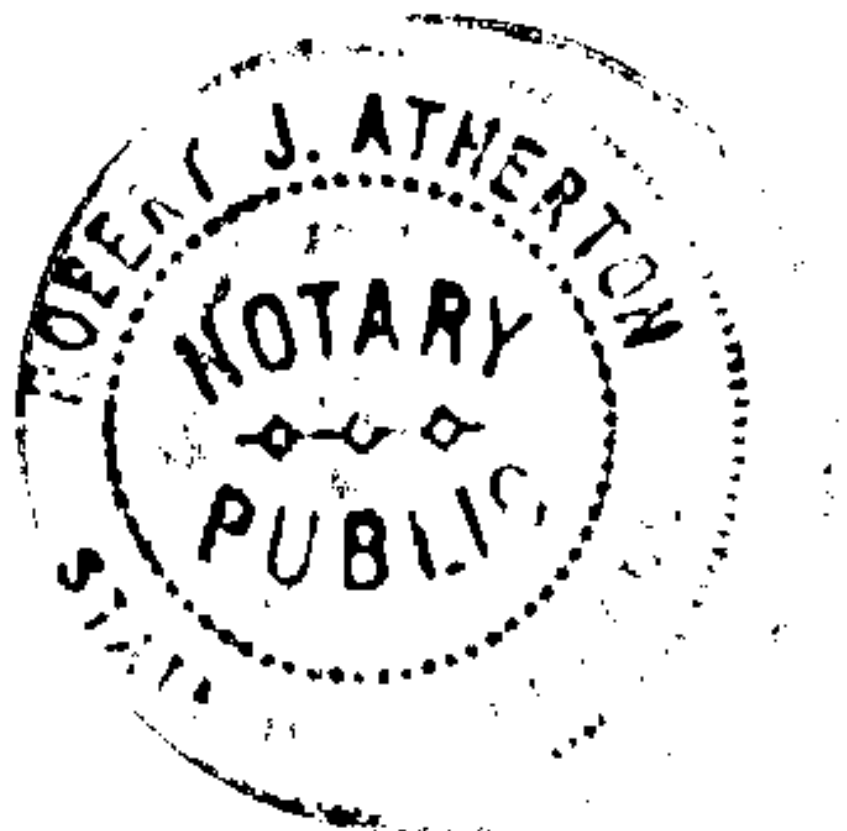
The foregoing instrument was acknowledged before me this 14th day of April, 1998 by Thor Jourgensen .



WITNESS my hand and official seal.
Robert J. Atherton
Notary Public 1608 S. Locust
Denver Co 80224
My commission expires: April 8, 2000

STATE OF Colorado)
COUNTY OF Denver) :ss.

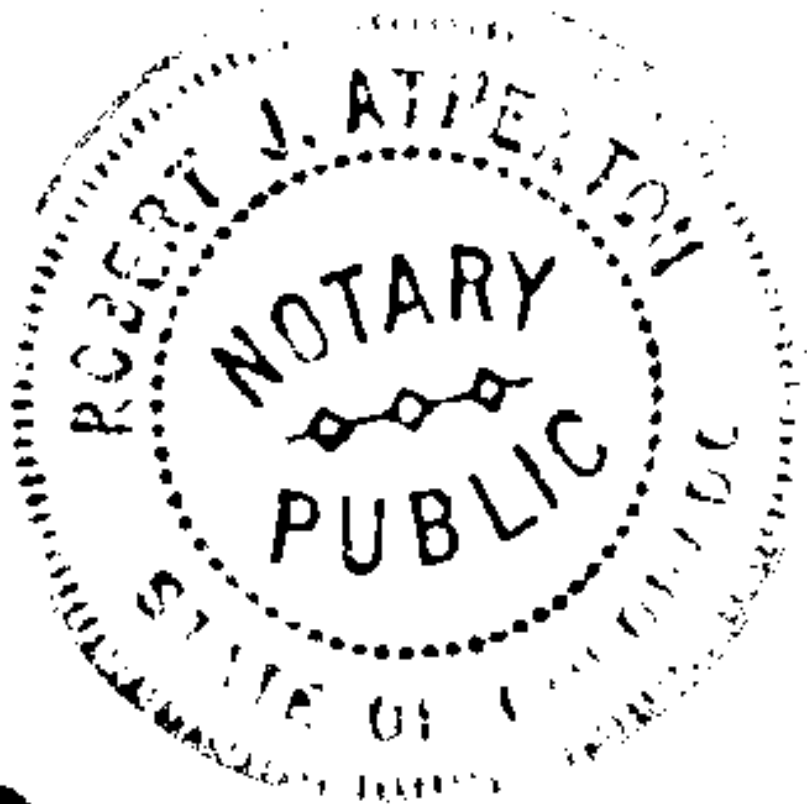
The foregoing instrument was acknowledged before me this 14th day of April, 1998 by Rolf Jourgensen .



WITNESS my hand and official seal.
Robert J. Atherton
Notary Public 1608 S. Locust
Denver Co 80224
My commission expires: April 8, 2000

STATE OF Colorado)
COUNTY OF Denver) :ss.

The foregoing instrument was acknowledged before me this 14th day of March, 1998 by Maia Jourgensen .



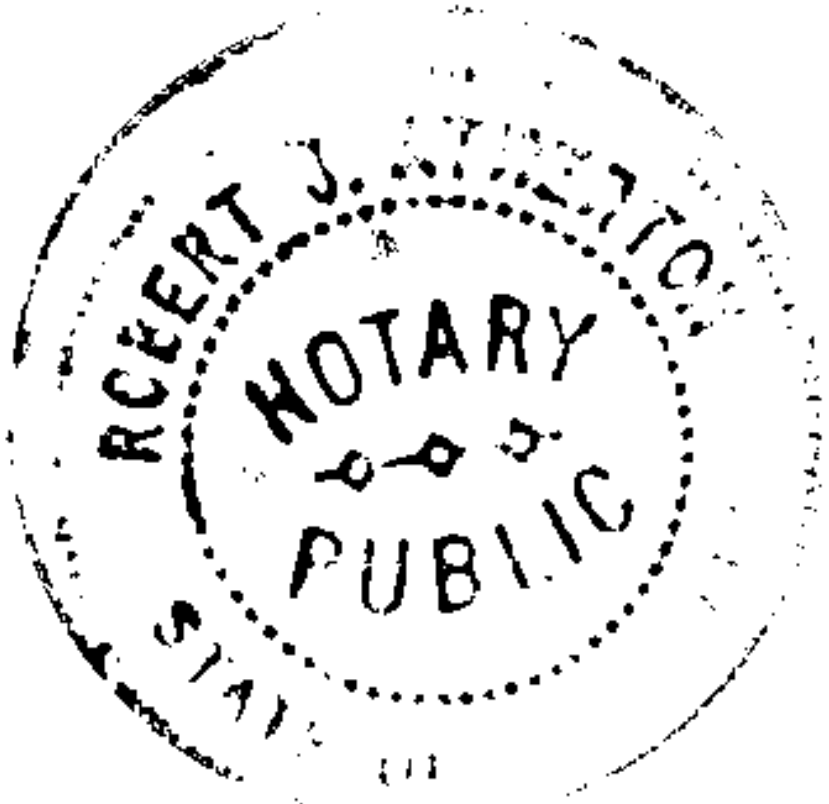
WITNESS my hand and official seal.

Robert J. Atherton
Notary Public 1608 S. Locust Denver Colorado

My commission expires: April 8, 2000

STATE OF Colorado)
COUNTY OF Denver) :ss.

The foregoing instrument was acknowledged before me this 14th day of March, 1998 by Corrie Houston Vaus .



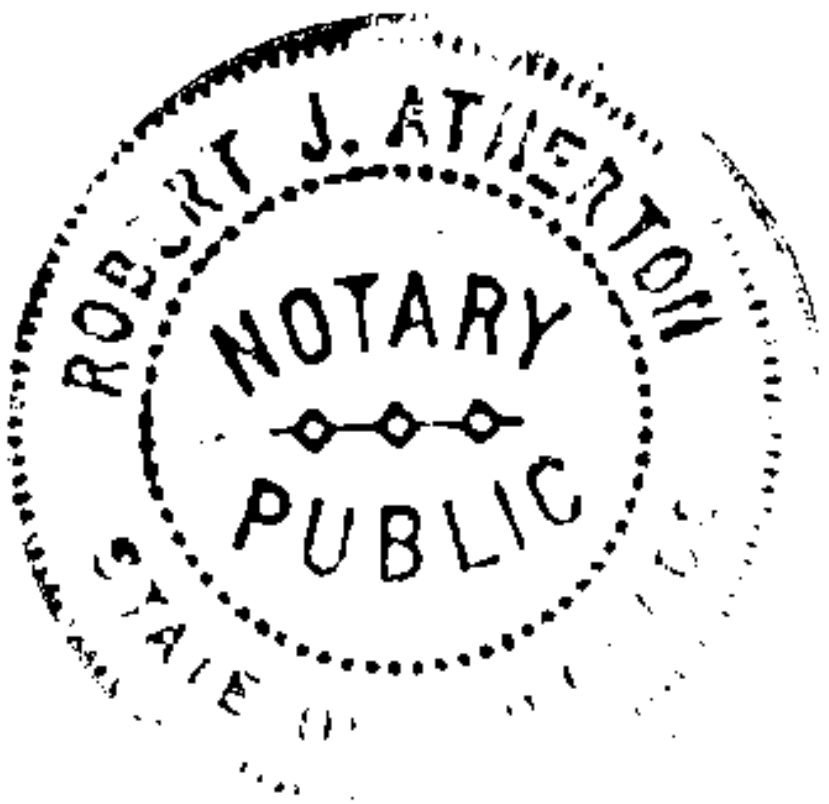
WITNESS my hand and official seal.

Robert J. Atherton
Notary Public 1608 S. Locust Denver, Colorado

My commission expires: April 8, 2000

STATE OF Colorado)
COUNTY OF Denver) :ss.

The foregoing instrument was acknowledged before me this 14th day of March, 1998 by Jill Houston Athenow



WITNESS my hand and official seal.

Robert J. Atherton
Notary Public

My commission expires: April 8, 2000

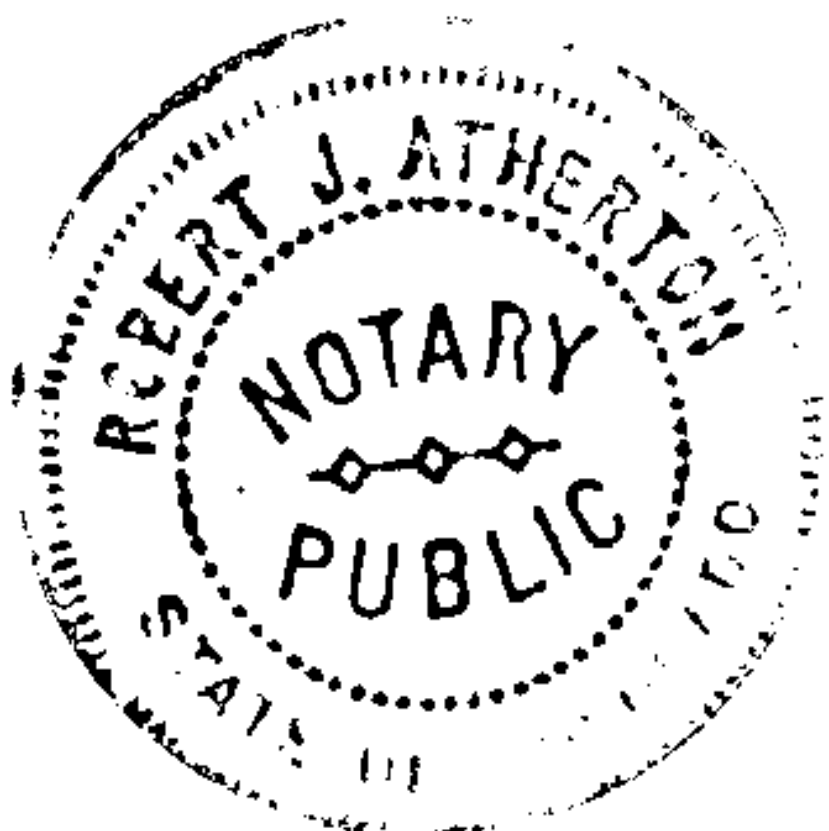
STATE OF)
COUNTY OF) : ss.

The foregoing instrument was acknowledged before me this
14th day of August, 1998 by Linda Jourgensen and
Jane Houston.

WITNESS my hand and official seal.

Robert J. Atherton
Notary Public

My commission expires: _____



CITY OF FORT MORGAN, COLORADO

Raymon D. Sueler
City Superintendent (Interim)

ATTEST:

Nancy J. Lockwood
City Clerk

APPROVED AS TO FORM:

Eric C. Jorgensen
City Attorney

7

769189 05/04/1998 10:45A B1029 P468 F. JOHNSON
7 of 10 R 51.00 D 0.00 Morgan County, CO

STATE OF COLORADO)
 : SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this
30th day of April, 1998 by Raymon D. Sieler
and Nancy J. Lockwood as Interim City Superintendent and
City Clerk of City of Fort Morgan, Colorado.

WITNESS my hand and official seal.

Brenda J. Zwertzig
Notary Public

My commission expires: 10-14-01



769189 05/04/1998 10:45A B1029 P469 F. JOHNSON
8 of 10 R 51.00 D 0.00 Morgan County, CO

EXHIBIT A

A parcel of land in the SE1/4 of Section 13, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, described as the West 40 feet of the East 70 feet of said SE1/4 of Section 13.



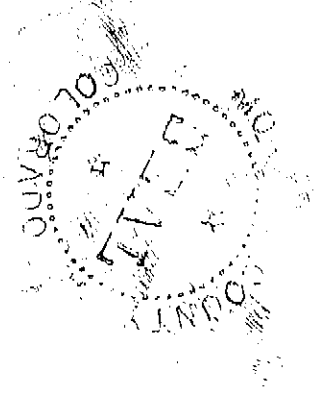
769189 05/04/1998 10:45A B1029 P470 F. JOHNSON
9 of 10 R 51.00 D 0.00 Morgan County, CO

EXHIBIT B

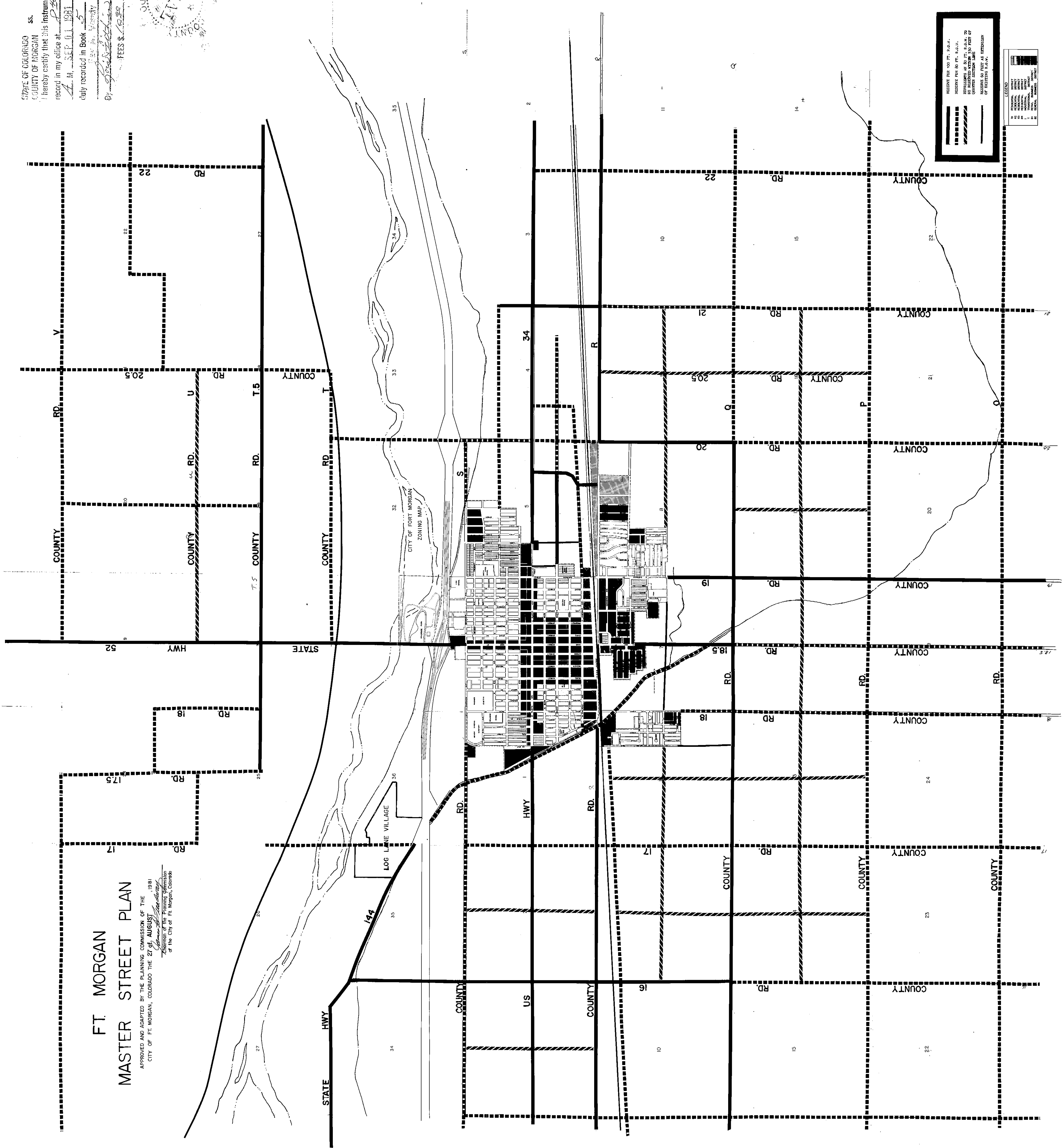
A parcel of land in the SE1/4 of Section 13, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado, described as the North 50 feet of the South 80 feet of said SE1/4 and the West 60 feet of the East 130 feet of said SE1/4 of Section 13.


769189 05/04/1998 10:45A B1029 P471 F. JOHNSON
10 of 10 R 51.00 D 0.00 Morgan County, CO

STATE OF COLORADO ss. **RECORDED**
COUNTY OF MORGAN
I hereby certify that this instrument was filed for
record in my office at 1:25 o'clock
on the 11 day of SEP 1981 and is
daily recorded in Book 5 Page No. 23
By: Deputy Recorder
FEE \$ 12.50



**FT. MORGAN
MASTER STREET PLAN**
APPROVED AND ADOPTED BY THE PLANNING COMMISSION OF THE
CITY OF FT. MORGAN, COLORADO THE 27th OF AUGUST, 1981
James H. [Signature]
Mayor of the City of Ft. Morgan, Colorado





Denver, Colorado
September 24, 1981

Mountain Bell

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655765 RECORDED OCT 02 1981
8:30 O'CLOCK 14 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

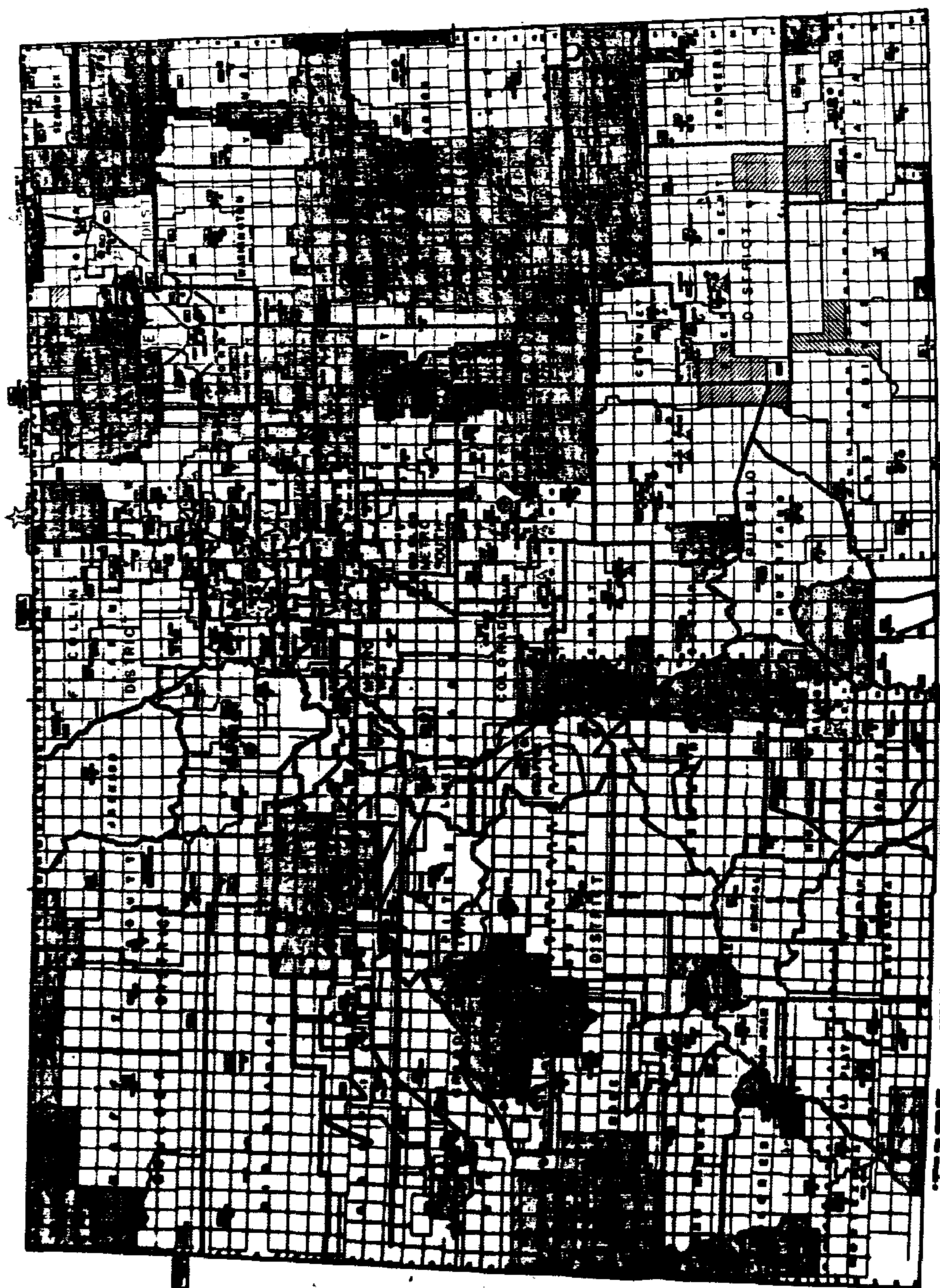
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory



Public Service Company of Colorado

RECEPTION NO. 655775 RECORDED OCT 02 1981
3:10 O'CLOCK 1 M. FAY A. VONDY, RECORDER

September 22, 1981

Mrs. Faye Vondy
 Morgan County Clerk
 Ft. Morgan, CO 80701

Dear Mrs. Vondy:

In order to comply with Senate Bill No. 172-1981 and Colorado Revised Statute (CRS) 9-1.5-300, I would like to inform you of the operating area of the Brush District, High Plains Division, Public Service Company of Colorado.

Public Service Company of Colorado has overhead and underground electric facilities along with gas distribution facilities located in the following townships in Morgan County; T5N-R55W, T5N-R59W, T4N-R55W, T4N-R56W, T4N-R57W, T4N-R58W, T4N-R59W, T3N-R55W, T3N-R56W, T3N-R57W, T3N-R58W and T3N-R59W. We serve the following communities within the before mentioned townships; Hillrose, Snyder, Weldona, Log Lane and Brush.

As District Manager, I can be reached at 300 Clayton Street, Brush, CO 80723, telephone number 842-2816 regarding necessary information concerning the location of underground facilities within our operation district.

Please feel free to contact me at your convenience should you require further information on this subject.

Sincerely,

Kurt Cornum
 Kurt Cornum, District Manager
 High Plains Division

KC:ENP:vrs

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Everett B. Chasney
General Manager

Reception No. 654421 Recorded AUG 19 1981

10¹⁰ O'Clock A M. Fay A. Vondy Recorder

COLORADO INTERSTATE GAS COMPANY

General Description
of
Pipeline Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 1, 1981

Reference:

State of Colorado
Section 1, Title 9, Article 1.5
Damage to Underground Public
Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a subsidiary of the Coastal Corporation and operates as a Transmission Company, collecting natural gas at its well head source, processing and transporting it to the markets along the front range of the Rocky Mountains where it is sold to distributors. The Company also makes direct sales to a few industrial customers. CIG is a Federally regulated, natural gas public utility.

Scope:

This document, in compliance with Article 1.5 of Section 1, Title 9, contains; 1) the name, address, and telephone number from which information concerning the location of underground facilities within the county may be obtained, 2) and a general graphical description of CIG's facilities in the county.

NOTIFICATION:

Any person requiring information about CIG facilities in Morgan County, in the state of Colorado as per Article 1.5 of Section 1, Title 9 of the Colorado Revised Statutes, 1973, may obtain such information by calling collect or writing:

Colorado Interstate Gas Company
2951 Chambers Road
Aurora, CO 80011

Telephone No.: (303) 364-2631

Or may contact by calling collect or writing:

Colorado Interstate Gas Company
P. O. Box 1087
Colorado Springs, CO 80944

Telephone No.: (303) 473-2300

Evenings, weekends, holidays, or any other time contact through Aurora cannot be made.

CIG will then advise the excavator of the location and size of the facilities. CIG also shall mark the location and size of such facilities if necessary, as required by subsection 4, of Article 1.5-103, Section 1, Title 9 of the Colorado Revised Statutes, 1973.

BOOK 846 PAGE 797

RECEPTION NO. 674364 RECORDED SEP 1 1983
10 O'CLOCK PM FAY A. VONBY, RECORDER

COLORADO INTERSTATE GAS COMPANY

General Description
of
Pipeline Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 30, 1983

Reference:

State of Colorado
Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973
Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.
NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

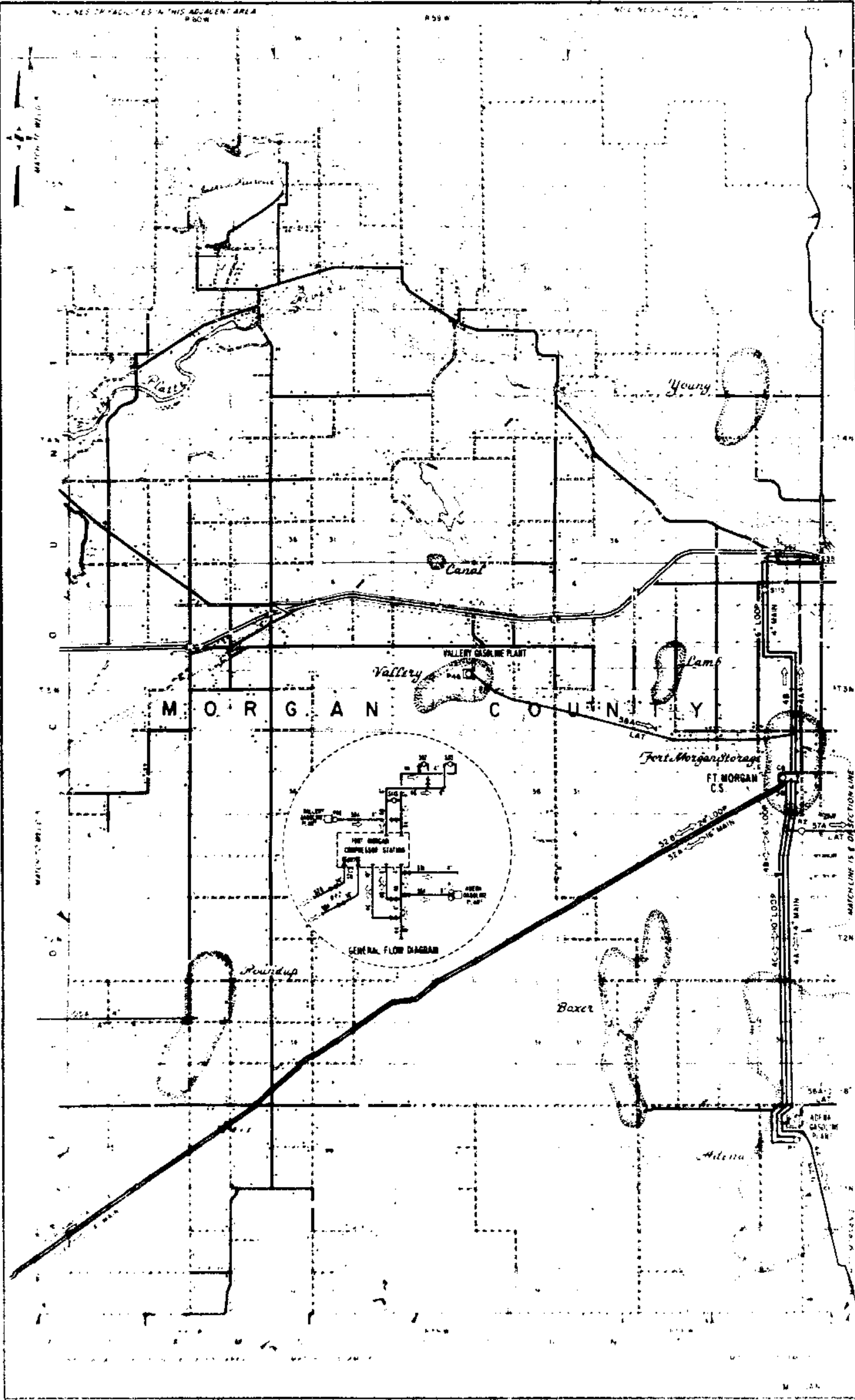
Any person requiring information about CIG facilities in Morgan County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

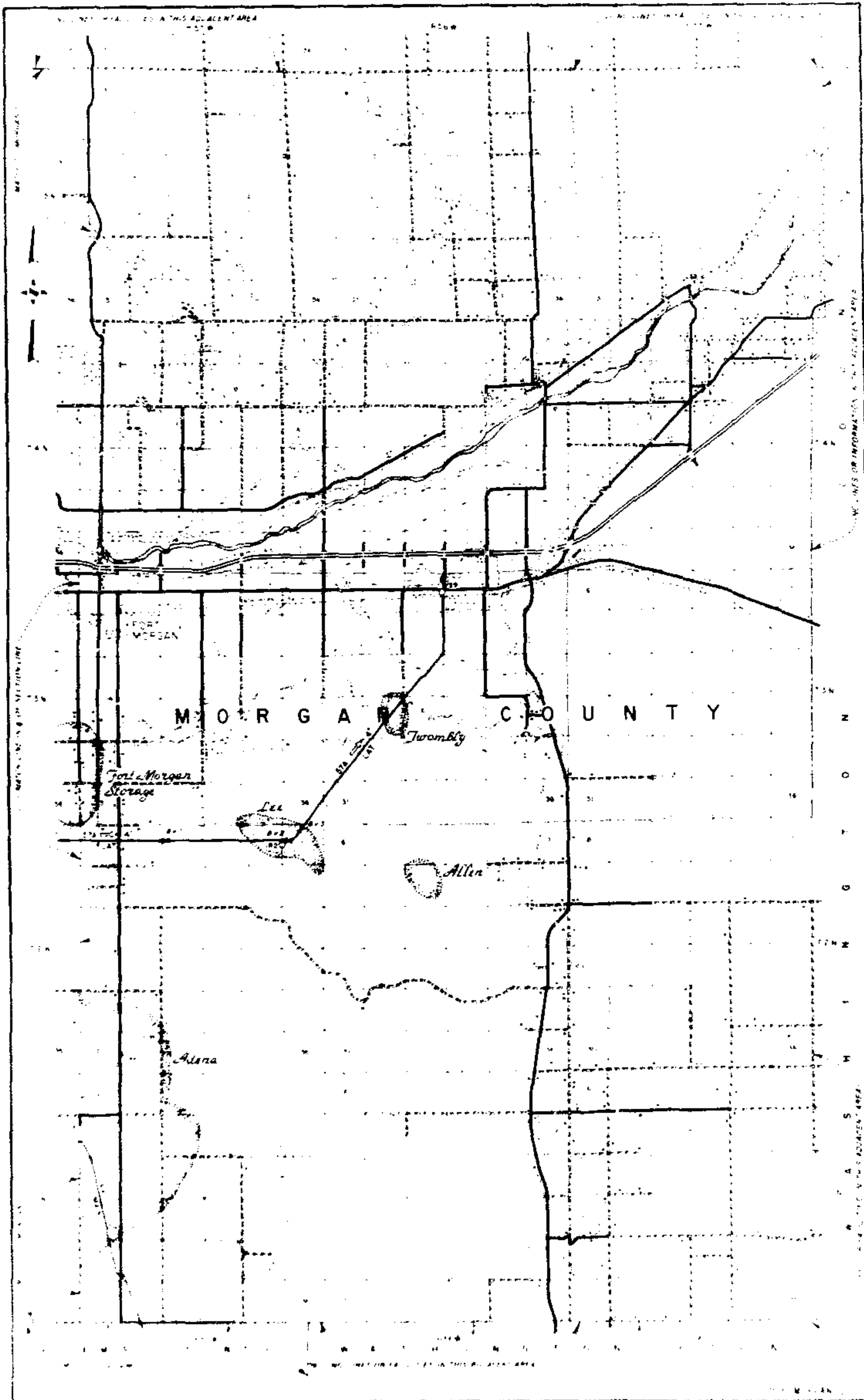
Colorado Interstate Gas Company
2951 Chambers Road
Aurora, Colorado 80011
(303) 364-2631

During evenings, weekends, holidays, or any time contact with Aurora cannot be made, contact:

Colorado Interstate Gas Company
P. O. Box 1087
Colorado Springs, Colorado 80944
(303) 473-2300

CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.





BOOK 859 PAGE 600

RECEPTION NO. 684763 RECORDED AUG 31 1984
834 O'CLOCK AM FAY A. VONDY, RECORDER

COLORADO INTERSTATE GAS COMPANY

General Description
of
Underground Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 30, 1984

Reference:

State of Colorado
Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973
Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.
NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

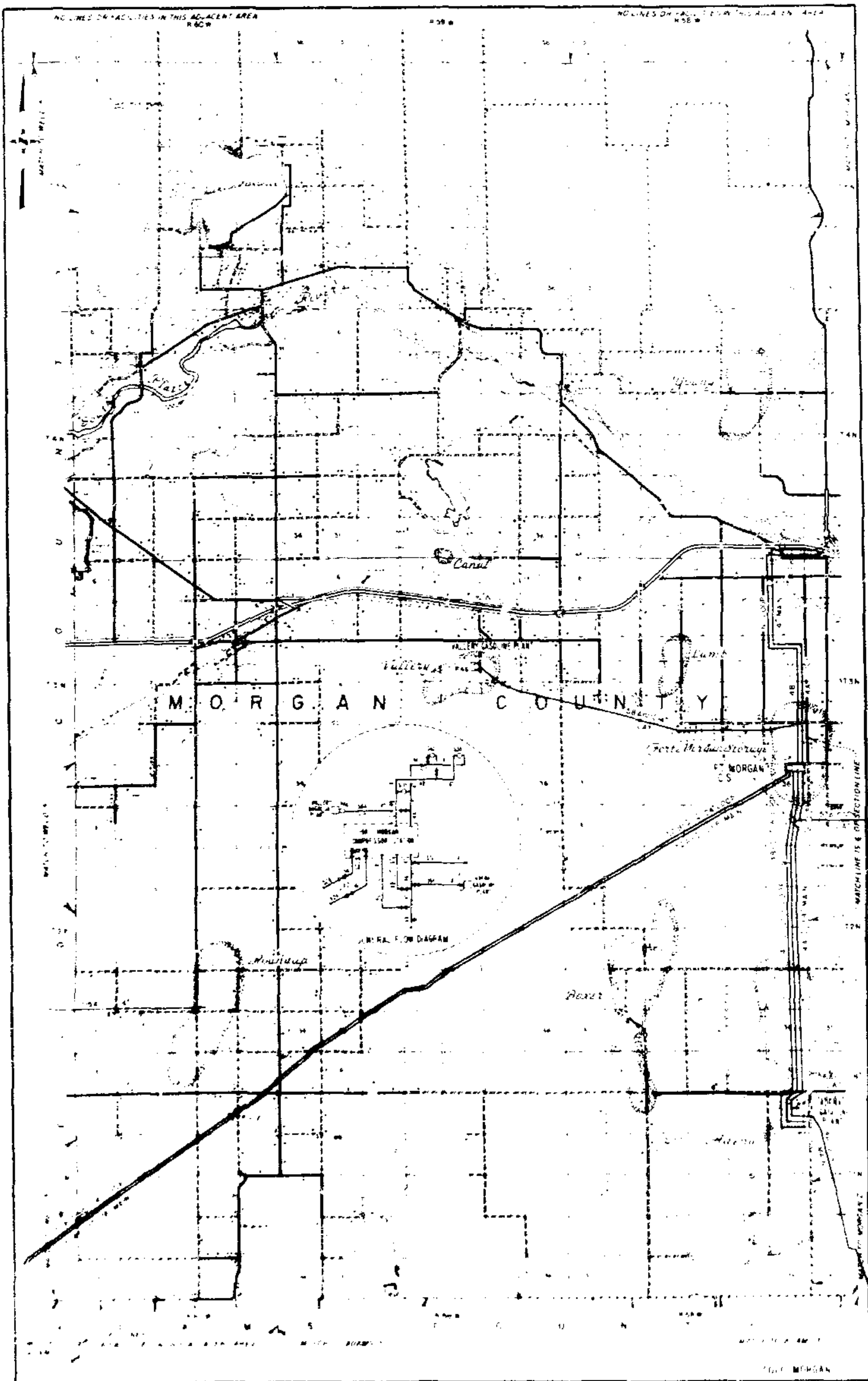
Any person requiring information about CIG facilities in Morgan County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

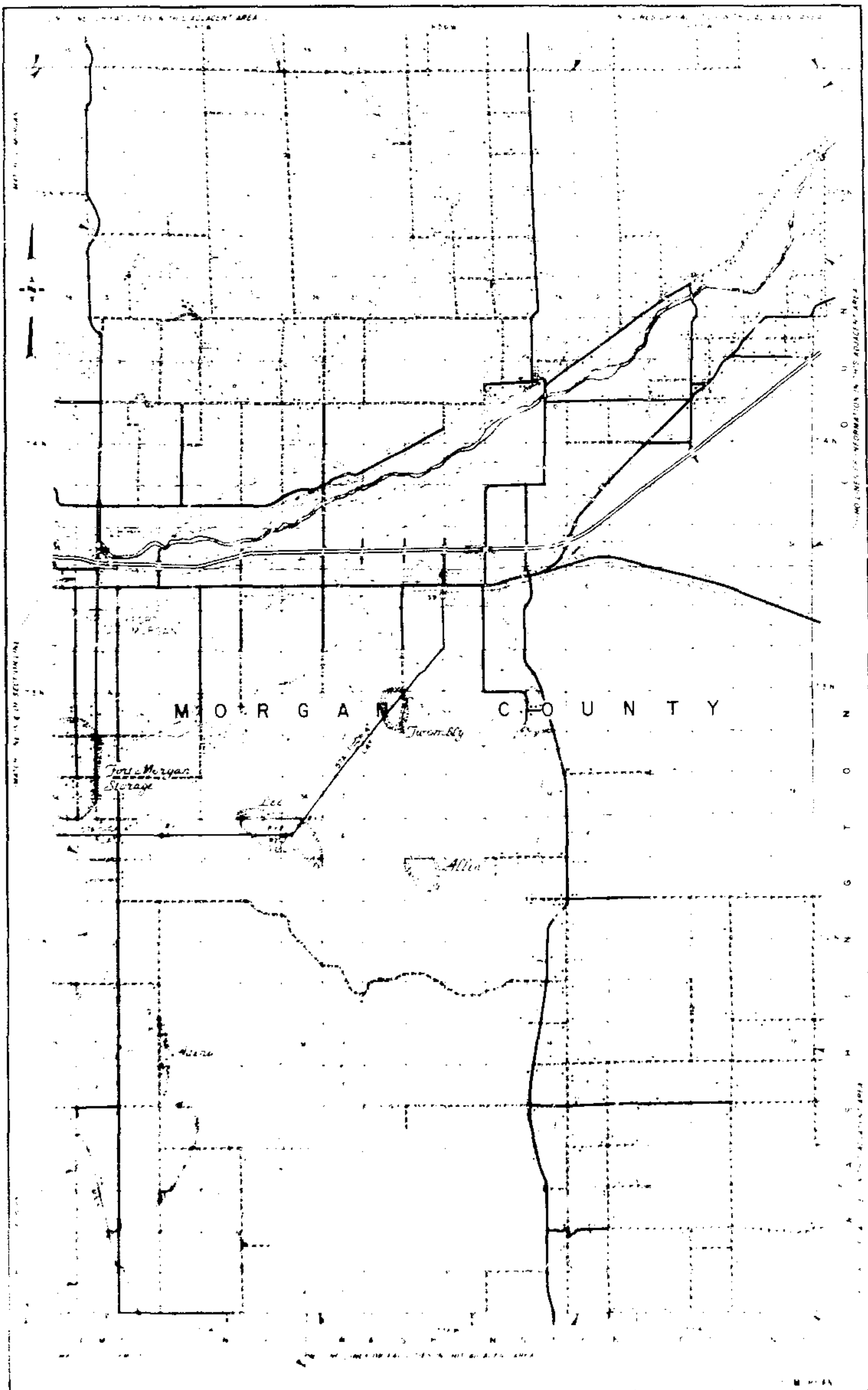
Colorado Interstate Gas Company
2951 Chambers Road
Aurora, Colorado 80011
(303) 364-2631

During evenings, weekends, holidays, or any time contact with Aurora cannot be made, contact:

Colorado Interstate Gas Company
P. O. Box 1087
Colorado Springs, Colorado 80944
(303) 473-2300

CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.





BOOK 871 PAGE 554

RECEPTION NO. 692337 RECORDED SEP 3 1985
835 O'CLOCK Am FAY A. VONDY, RECORDER

COLORADO INTERSTATE GAS COMPANY

General Description
of
Underground Facilities
in
Morgan County

Prepared by
Colorado Interstate Gas Company
August 30, 1985

Reference:

State of Colorado
Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973
Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.
NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

Any person requiring information about CIG facilities in Morgan County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

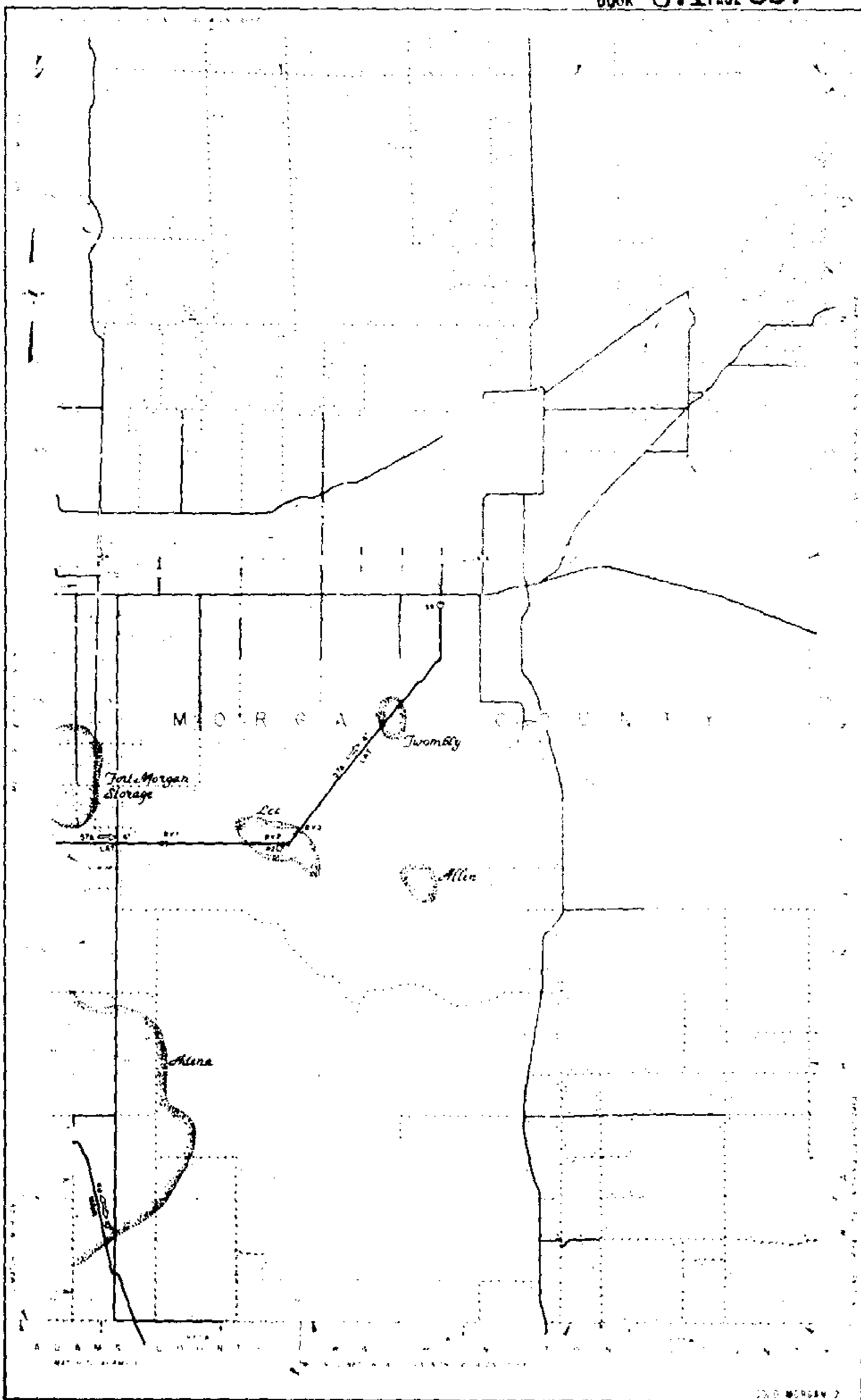
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CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.





11:37

O'CLOCK A.M.

FAY A. JOHNSON, RECORDER

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103(1) (1981)
CONCERNING UNDERGROUND FACILITIES OF THE CITY OF FORT MORGAN, COLORADO

Pursuant to C.R.S. Sec. 9-1.5-103(1) (1981), the City of Fort Morgan, Colorado, hereby gives notice of the following information:

1. The City of Fort Morgan, Colorado, owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of water, natural gas, electricity, and sewage.

2. At the time of this filing, the City of Fort Morgan, Colorado, has underground facilities located within the following Sections, within said Morgan County and State of Colorado, to wit:

TOWNSHIP 3 NORTH, RANGE 57 WEST:

Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
17, 18, 19, 20, 29 and 30.

TOWNSHIP 3 NORTH, RANGE 58 WEST:

Sections: 1, 2, 3, 4, 5, 8, 10, 11, 12, 13 and 14

TOWNSHIP 4 NORTH, RANGE 57 WEST:

Sections: 6, 7, 30, 31, 32, 33, 34, 35 and 36

TOWNSHIP 4 NORTH, RANGE 58 WEST:

Sections: 1, 25, 36

3. Notice is given that the City of Fort Morgan, Colorado, may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the City of Fort Morgan, Colorado, within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

NAME: Glenn W. Calvert
JOB TITLE: City Superintendent of Public Works
ADDRESS: City Hall, 710 E. Railroad Avenue,
Fort Morgan, Colorado 80701
TELEPHONE: (303) 867-3001

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies the office of City Superintendent of Public Works for the City of Fort Morgan, Colorado, at the same address and telephone number.

DATED as of the 21st day of November, 1989.

CITY OF FORT MORGAN, COLORADO

By: Glenn W. Calvert
Superintendent of Public Works

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PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION

Date: _____

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

- 1) I have read the **Snodgrass Irrigated Land Auction** Detail Brochure and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **October 20, 2022 @ 10:30 am, MT in Ft. Morgan, CO.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Detail Brochure and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. Bank loan approval letter with no contingencies.
- 5) Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
- 6) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: ☐ **In-Person** ☐ **Online** ☐ **Phone/Proxy**

**Bidder(s) or Entity requesting
approval:**

Signature(s):

Bidder #:
(Office Use Only)

Approved by:

Reck Agri Realty & Auction

Marc Reck