

STERLING FARM & FEEDLOT AUCTION

November 19, 2024

LIVE
Auction

DUE DILIGENCE PACKET



RECK AGRI
REALTY & AUCTION

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DUE DILIGENCE PACKET

Printed: November 8, 2024

STERLING FARM & FEEDLOT AUCTION

Logan County, Colorado

TO BE SOLD AT
MULTI PARCEL AUCTION
with RESERVE

**Tuesday, November 19, 2024
10:30 AM, MT**

Reck Agri Auction Center
535 E Chestnut, Sterling, CO

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



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Terms & Conditions

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

OVERVIEW: The Sterling Farm & Feedlot property is known for its relatively new feedlot and abundance of North Sterling Irrigation District (NSID) irrigation water. It is currently operated as 945.5± acre irrigated farm in combination with feeding cattle in the 5,000 head feedlot. This multi-parcel auction bidding platform provides the following multiple buying opportunities: 1.) Feedlot with 326± acre with pivot; 2.) 3 parcels with pivot & flood irrigation ranging from 164.9± acres to 287.8± acres; 3.) Additional 286.51 NSID district acres in 20± district acre water lots; and 4.) Ability to buy parcels, water lots, combos, various units, and/or the entire single unit. Excellent access via paved county road. Located 3.5 miles SE of North Sterling Reservoir. Opportunity to add to your current operation, purchase ready to operate feedlot and/or purchase additional North Sterling Irrigation District water.

AUCTION PROCEDURE: The "STERLING FARM & FEEDLOT AUCTION" is a land auction with RESERVE. The Sterling Farm & Feedlot property to be offered as a "MULTI PARCEL" Auction and will be offered in the sale order as stated within the Due Diligence Packet. Bidding competition will determine the highest aggregate bid(s). Bids will be taken for total purchase price not price per acre and/or price per district acre.

TERMS: Upon the conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) and/or Purchase Contract for Irrigation Water for the North Sterling Irrigation District Acre Rights for the amount of the bid. Required earnest money deposit is 15% of the total purchase price which is due upon the signing of the contract(s) and to be deposited with Reck Agri Realty & Auction. Earnest money deposit for land will be transferred to Northeast Colorado Title Company prior to closing and applied toward the total purchase price. Purchase contract(s) will not be contingent upon financing. Terms and conditions in the Due Diligence Packet and oral announcements shall be incorporated and made a part of the contract(s). Sample contract(s) is available within the Due Diligence Packet.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 20, 2024. Closing to be conducted by Northeast Colorado Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s). If the real estate and the extra North Sterling Irrigation District Acre Rights are sold whereby the Acres Rights need board approval to transfer said rights, the closing shall be on or before January 17, 2025.

TITLE: Seller to pass title of the real estate by Special Warranty Deed and transfer of the extra Acre rights shall be by Petition for Inclusion/ Exclusion by the North Sterling Irrigation District, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review within the Due Diligence Packet and title commitment and exceptions will be incorporated and made a part of the Contract to Buy and Sell Real Estate (Land). Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Due Diligence Packet, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. No title insurance is to be provided for the extra North Sterling Irrigation District Acre Rights. 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.

NOTE: Exception 37 to the title commitment is an access easement through the property for the benefit of the adjoining landowner. Said access easement agreement is shown on pages 224-238 and also the location of the easement is shown on a map on page 74.

POSSESSION: Possession of farmland, improvements, and feedlot upon closing.

(Note: Arrangements for the tenant to store or remove their growing crops, harvested crops, and/or silage on the property will be announced prior to and/or at the auction.)

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.

GROWING CROPS: All growing crops, harvested crops, and stored silage are excluded. (Note: If tenant is interested in selling any growing crops, harvested, and/or stored, it will be announced prior to and/or at the auction and to be negotiated separate from the real estate sale.)

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

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, all rights to transport, convey, and deliver water from said water rights through canals, ditches, and laterals; and all domestic/livestock 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 North Sterling Irrigation District, being 911.25 acre rights, more or less; all rights in the Point of Rocks Water Company, L.L.C. and Point of Rocks Water Company, L.L.C. II. All Point of Rocks Water Company, L.L.C. and Point of Rocks Water Company, L.L.C. II payments for 2024 to be paid to Seller. The water rights are subject to the rules, regulations, and limitations of the Colorado Department of Water Resources, and North Sterling Irrigation District. 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 2024 irrigation ditch assessments payable in 2025 with the real estate taxes.

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

1. Buyer(s) must be a current owner of land lying within the boundaries of the North Sterling Irrigation District (NSID) and susceptible of irrigation from the North Sterling Outlet Canal.
2. As set forth in Colorado Revised Statutes 37-41-133 through 135 any Buyer(s) is required to follow the Inclusion procedure presented below:
 - a. File a Petition for Inclusion of Land (petition) with the North Sterling Irrigation District Board of Directors (Board). NSID staff will assist in preparing the petition.
 - b. Give notice of filing of petition by publication in local newspaper for three consecutive weeks. NSID staff will submit notice to newspaper with publication costs to be split 50-50 between Sellers and Buyer(s).
 - c. At its regular monthly meeting following the completion of the publication, the Board will hold a hearing on the petition.
 - d. At the hearing the Board will accept any written objections to the petition.
 - e. Board will make a decision to grant or deny the petition based on written objections, recommendation of NSID staff, and their own knowledge of the petition and the land to be included.
3. Prior to purchase Buyer(s) should:
 - a. Ensure the acreage available for inclusion on their farm is equal to or greater than the acre rights purchased. Landowners are allowed one acre right per acre of ground.
 - b. Ensure that the headgate and lateral proposed for delivery is of sufficient size to allow additional water to flow to newly included land without unreasonably limiting current landowners using the proposed headgate and lateral.
 - c. If objection is received from current headgate and lateral users, petition may be denied by the Board.
4. The District is set up in 40 acre parcels and it is difficult for the NSID system to accommodate deliveries to small parcels, therefore the Board will require a minimum of 40 acre rights to be included on any new parcel. However, if Buyer(s) land is contiguous to land he or she currently owns in the District, smaller parcels will be allowed.
5. Buyer(s) should visit with the NSID staff to answer any questions and to assist making determinations as to whether Buyer(s) has land available for the placement of additional NSID acre rights.
6. The Board may determine the need for additional requirements on a case by case basis prior to the inclusion of any land.
7. Decisions of the Board are final.

REAL ESTATE TAXES: 2024 real estate taxes due in 2025, to be paid by Seller.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and/or combos and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

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

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

ACREAGES: All stated acreages in the Color Brochure, Due Diligence Packet, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax records. Both sources may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the

total parcel and/or water lot without regard to exact acreage and/or district acre. There will be no adjustment in purchase price if acreage and/or district acre is different than what is stated in this packet and/or stated at the auction.

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

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

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. 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 offer broker participation for the "STERLING FARM & FEEDLOT 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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Title Exceptions can be accessed by clicking the
blue link within the Title Commitment.
If you would like a hard copy of the Title
Exceptions, please call the office at
970-522-7770 and we will get you one.

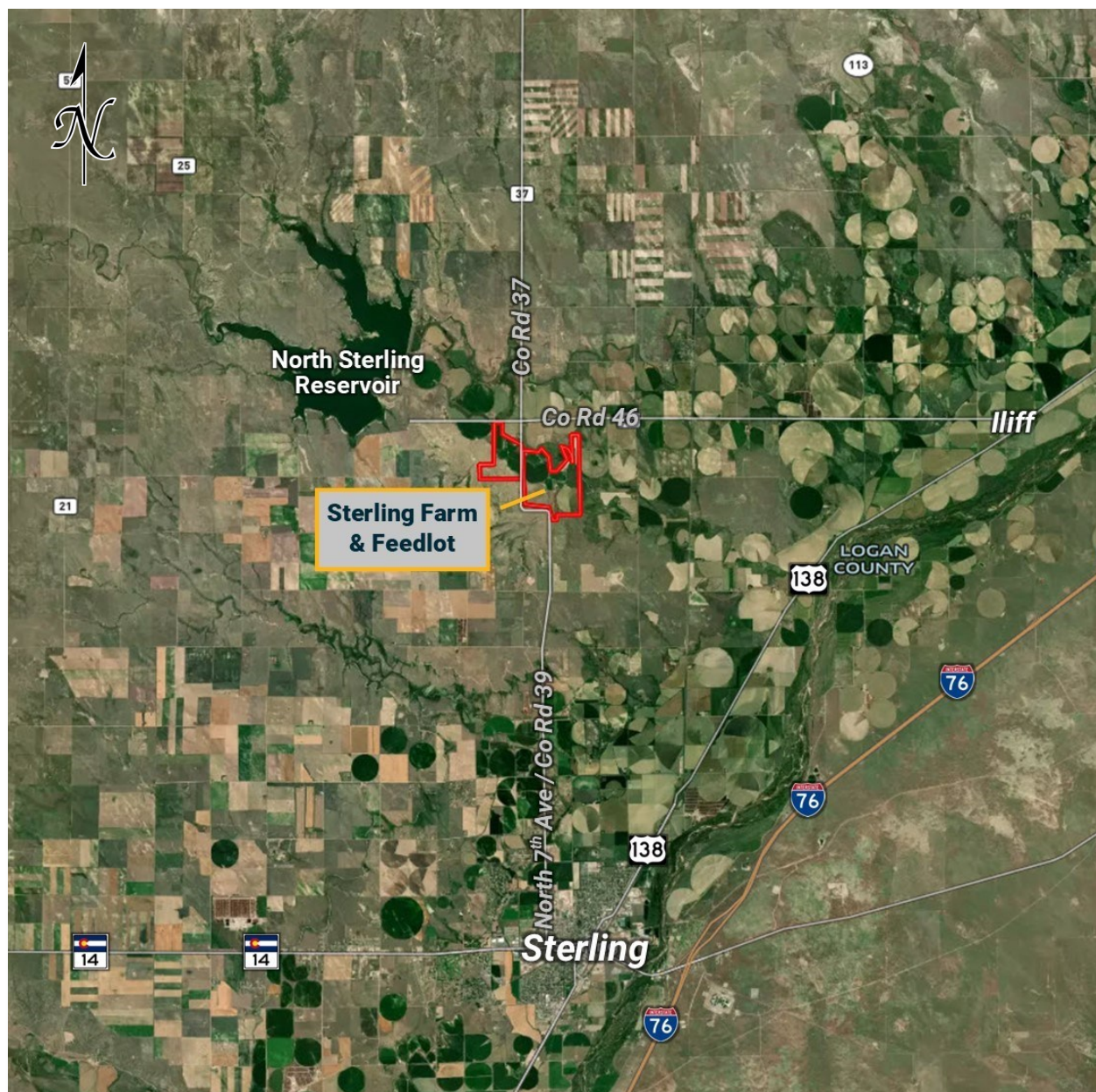
Auction Bracket & Sale Order



SALE ORDER
PARCEL #1
PARCEL #2A
PARCEL #2B
COMBO #2
EAST UNIT
PARCEL #3
FARM UNIT w/o Extra NSID
NSID WATER LOT #4A - 16.73 AC
NSID WATER LOT #4B - 20 AC
NSID COMBO #4 - 36.73 AC
NSID WATER LOT #5A - 20 AC
NSID LOT #5B - 20 AC
NSID COMBO #5 - 40 AC
NSID LOT #6A - 20 AC
NSID LOT #6B - 20 AC
NSID COMBO #6 - 40 AC
NSID EAST 116.73 AC

NSID LOT #7A - 9.78 AC
NSID LOT #7B - 20 AC
NSID LOT #7C - 20 AC
NSID COMBO #7 - 49.78 AC
NSID LOT #8A - 20 AC
NSID LOT #8B - 20 AC
NSID COMBO #8 - 40 AC
NSID LOT #9A - 20 AC
NSID LOT #9B - 20 AC
NSID COMBO #9 - 40 AC
NSID LOT #10A - 20 AC
NSID LOT #10B - 20 AC
NSID COMBO #10 - 40 AC
NSID WEST 169.78 AC
NSID UNIT - 286.51 AC
SINGLE UNIT

Location Map



**Parcel
#1**

Parcel Map



Parcel Information

**Parcel
#1**

Legal Description:

Part of Section 19, Township 9 North, Range 52 West of the 6th PM, Logan County, CO.

See Pages 211-238 for legal description and title commitment. See separate document title exceptions. If parcel #1 sells separately from #2A and #2B, a survey to be completed to create a metes and bounds legal description and said legal description to be incorporated into the title commitment.

Acreage:

102.7± Ac Pivot Irrigated
15.3± Ac Flood Irrigated
94.0± Ac Pasture
87.1± Ac Improvement Site
29.8± Ac Roads/Waste

328.9± TOTAL

Land Tenure:

Soils consists primarily of Class II soils. See Soils Map on Page 25.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$9,180.93.
NSID Assessment: \$2,889.26 (\$22/NSID acre)

FSA Information:

FSA bases: 29.33 ac corn w/ 121 bu PLC yield, 4.32 ac wheat w/ 27 bu PLC yield, 8.69 ac oats w/ 32 bu PLC yield, 2.24 ac barley w/ 32 PLC yield.

Irrigation Water & Equipment:

131.33 North Sterling Irrigation District Acres (NSID); See Page 24 for the distribution per district acre since inception for Point of Rocks Water Company LLC and Point of Rocks Water Company II LLC.

Irrigation Equipment includes 7 tower Reinke pivot, 30 HP electric motor/pit pump, gated pipe.

Irrigation water is delivered via Lateral #5 from the North Sterling Canal to the west property line of #2B and is shared with other landowners as shown on map on Page 73. If Parcel #1 sells separately from #2A & #2B, the irrigation water for the pivot to be delivered via ditches as shown on the adjoining map and shared with the owners of #2A & #2B. The delivery ditch for the flood irrigated is a separate delivery ditch via Lateral #5.

Feedlot and Improvements:

Feedlot: 4,335± linear feet of continuous pour cement bunk; 5,000± head capacity @ 10.4" per head; 23 feeding pens - 200± sq ft per head (5,000± hd); Connected via 16'+ alleyways; Older feedlot – 4 pens w/ 6'- 8' concrete aprons, drill stem & pipe fencing, and Ritchey waterers; Newer feedlot – 19 pens w/ 15' concrete aprons, drill stem, cable, pipe & fencing, and Ritchey waterers (2007-2012); Cattle processing and receiving - 3 processing pens, loadout, holding pen, alleyway, & enclosed working bldg w/ SILENCER® chute; Platform scales - 120,000# as per last inspection, no digital readout; Logan County Permit for 5,000 head - CAFO permit for 10,000 head, See Pages 75-167 for copies of both; Feedlot drainage via 5 ponds for wastewater containment & storage; Feed & Commodity storage area; (2) 22,000 Conrad American grain bins with aeration (3) Hopper bins @ 1,250 bu each; 5 bay - commodity shed – level hay storage area Silage pit – dirt w/partial cement floor; Commercial livestock well augmented by North Sterling Irrigation District Augmentation Plan, see Pages 29-32 for copy of permit and well log; 12,000 gallon above ground storage tank. See Pages 33-42 for copy of Water Decree #10CW268 and Pages 43-52 for copy of Water Decree #2019CW3051

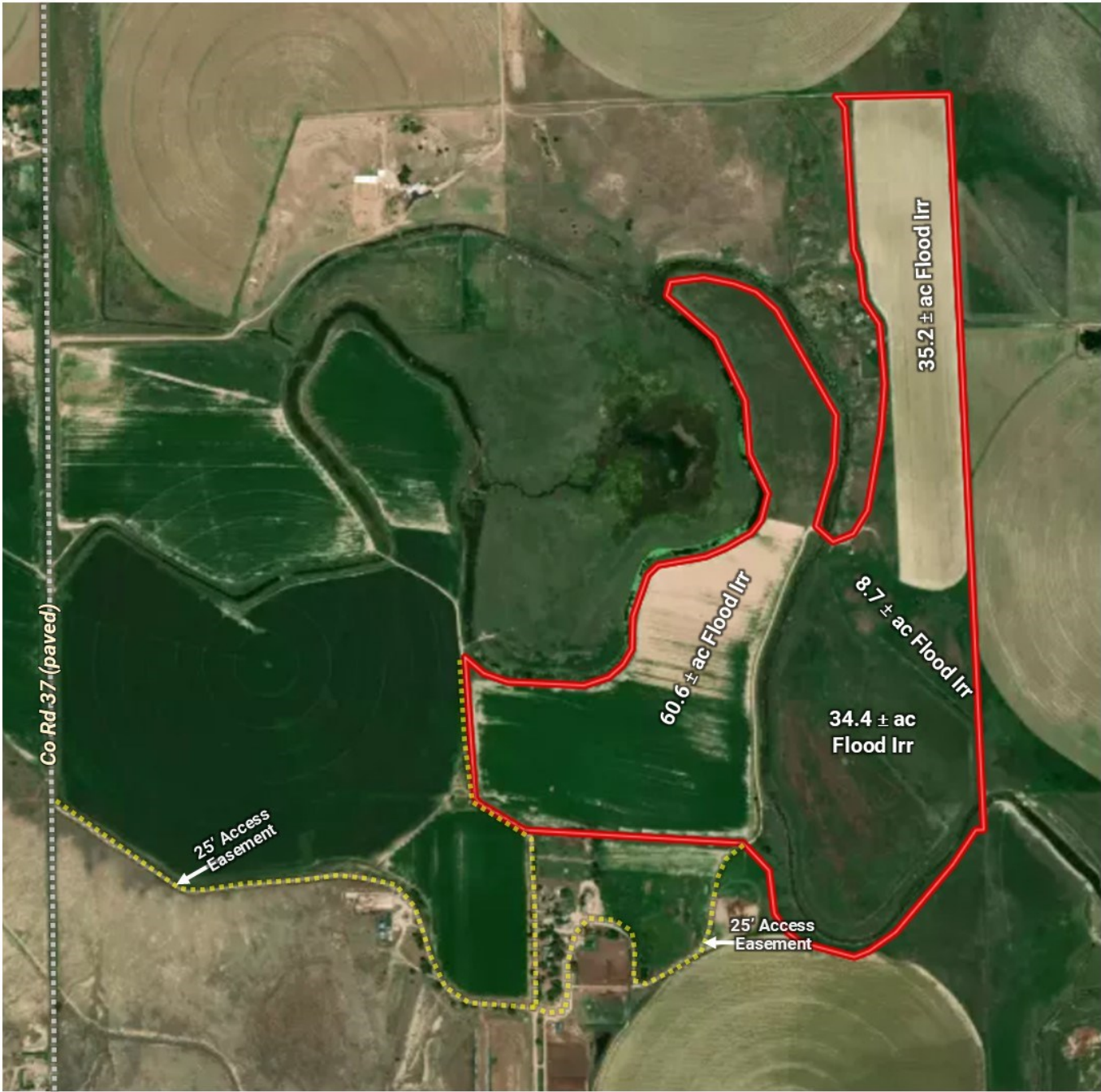
Improvements: Older outbldgs – 3 homes (uninhabitable); See Pages 55-69 for copy of the Logan County Assessor record with improvement description and Property Tax Statement .

Comments: If Parcel #1 sells separately from #2A & #2B, the sale is subject to a shared access easement through Parcel #1 for the benefit of #2A, #2B, and the adjoining landowner. See page 74 for location map of access easement and Pages 224-238 access easement agreement for adjoining landowner.



**Parcel
#2A**

Parcel Map



Parcel Information

**Parcel
#2A**

Legal Description:

Part of Sections 18 & 19, Township 9 North, Range 52 West of the 6th PM, Logan County, CO.

See Pages 211-238 for legal description and title commitment. See separate document title exceptions. If parcel #2A sells separately from #1 and #2B, a survey to be completed to create a metes and bounds legal description and said legal description to be incorporated into the title commitment.

Acreage:

138.9± Ac Flood Irrigated

21.0± Ac Roads/Waste & Cedar Creek Bottom

159.9± TOTAL

Land Tenure:

Soils consists primarily of Class II & IV. See Soils Map on Page 26.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$1,752.97.

NSID Assessment: \$3,399.44

FSA Information:

FSA bases: 34.52 ac corn w/ 121 bu PLC yield, 5.08 ac wheat w/ 27 bu PLC yield, 10.22 ac oats w/ 32 bu PLC yield, 2.64 ac barley w/ 32 PLC yield.

Irrigation Water & Equipment:

154.52 North Sterling Irrigation District Acres (NSID); See Page 24 for the distribution per district acre since inception for Point of Rocks Water Company LLC and Point of Rocks Water Company II LLC.

Gated pipe included for NE flood irrigated field.

If Parcel #2A sells separately from #1 & #2B, the irrigation water for the lower flood irrigated fields west of Cedar Creek to be delivered via ditches as shown on the adjoining map and shared with the owners of #1 & #2B. The delivery ditch for the upper flood irrigated fields east Cedar Creek is a separate delivery ditch from Lateral #8 as shown on Map on Page 73.

Comments:

If Parcel #2A sells separately, there is a shared access easement through Parcel #1, #2A, and #2B, and the adjoining landowner. See page 74 for location map of access easement and Pages 224-238 access easement agreement for adjoining landowner.





Parcel Information

**Parcel
#2B**

Legal Description:

See Pages 211-238 for legal description and title commitment. See separate document title exceptions. If parcel #2B sells separately from #2A and #1, a survey to be completed to create a metes and bounds legal description and said legal description to be incorporated into the title commitment.

Acreage:

103.7± Ac Pivot Irrigated
38.0± Ac Flood Irrigated
26.3± Ac Roads/Waste
168.0± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 27.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$1,974.34.

NSID Assessment: \$3,692.26.

FSA Information:

FSA bases: 35.21 ac corn w/ 121 bu PLC yield, 5.18 ac wheat w/ 27 bu PLC yield, 10.43 ac oats w/ 32 bu PLC yield, 2.69 ac barley w/ 32 PLC yield.

Irrigation Water & Equipment:

167.83 North Sterling Irrigation District Acres (NSID); See Page 24 for the distribution per district acre since inception for Point of Rocks Water Company LLC and Point of Rocks Water Company II LLC.

Irrigation Equipment includes a 7 tower Reinke pivot, 30 HP electric motor/pit pump, gated pipe.

If Parcel #2B sells separately from #1 & #2A, the irrigation water for the pivot and flood to be delivered from Lateral #5 via ditches as shown on Map on Page 73 and shared with the owners of #1 & #2B.

Comments:

If Parcel #2B sells separately, there is a shared access easement through Parcel #1 and #2A, and the adjoining landowner. See page 74 for location map of access easement and Pages 224-238 access easement agreement for adjoining landowner.



**Combo
#2**

Combo Map



Combo Information

**Combo
#2**

Legal Description:

See Parcels #2A & #2B.

Acreage:

103.7± Ac Pivot Irrigated

176.9± Ac Flood Irrigated

47.3± Ac Roads/Waste & Cedar Creek bottom

327.9± TOTAL

Land Tenure:

See Parcels #2A & #2B.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$3,727.31.

NSID Assessment: \$7,091.70

FSA Information:

FSA bases: 69.73 ac corn, 10.26 ac wheat, 20.65 ac oats, 5.34 ac barley.

Irrigation Water & Equipment:

See Parcels #2A & #2B.

322.35 North Sterling Irrigation District Acres (NSID)

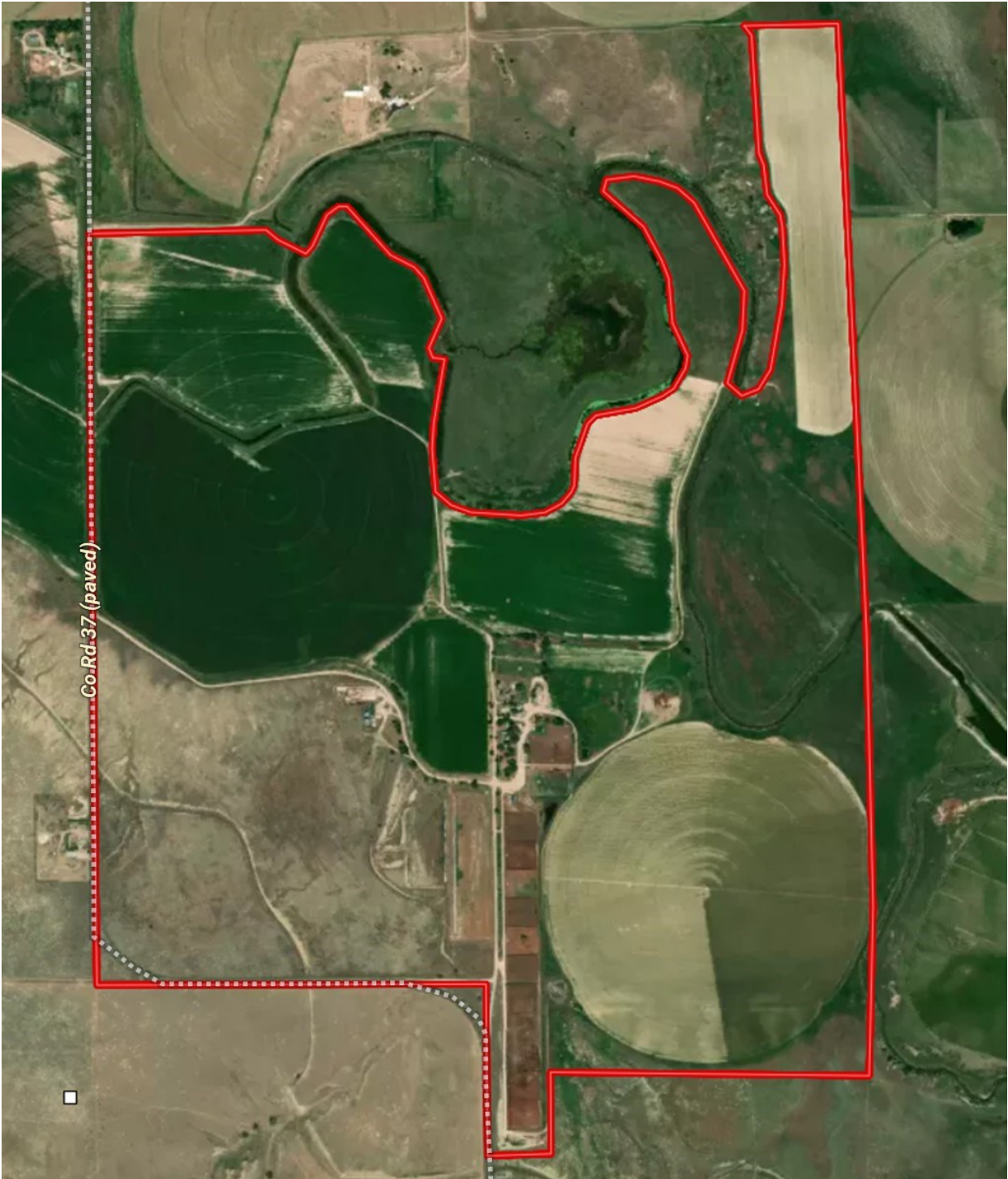
Comments:

See Parcels #2A & #2B.





East Unit Map



East Unit Information



**East
Unit**

Legal Description:

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

Acreage:

206.4± Ac Pivot Irrigated
192.2± Ac Flood Irrigated
94.0± Ac Pasture
87.1± Ac Improvement site
77.1± Ac Roads/Waste & Cedar Creek bottom

656.8± TOTAL

Land Tenure:

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

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$12,908.24.
NSID Assessment: \$9,980.96

FSA Information:

FSA bases: 99.06 ac corn, 14.58 ac wheat, 29.34 ac oats, 7.58 ac barley.

Irrigation Water & Equipment:

See Parcels #1, #2A, & #2B.
453.68 North Sterling Irrigation District Acres (NSID)

Comments:

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





Parcel Information

**Parcel
#3**

Legal Description:

Part of Section 13, Township 9 North, Range 53 West of the 6th PM, Logan County, CO.

See Pages 211-238 for legal description and title commitment. See separate document title exceptions.

Acreage:

58.4± Ac Pivot Irrigated

85.9± Ac Flood Irrigated

116.9± Ac Pasture

35.8± Ac Roads/Waste

297.0± TOTAL

Land Tenure:

Soils consists primarily of Class II. See Soils Map on Page 28.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$1,830.18.

NSID Assessment: \$3,763.32.

FSA Information:

FSA bases: FSA bases: 44.9 ac corn w/118 bu PLC yield.

Irrigation Water & Equipment:

171.06 North Sterling Irrigation District Acres (NSID); See Page 24 for the distribution per district acre since inception for Point of Rocks Water Company LLC and Point of Rocks Water Company II LLC.

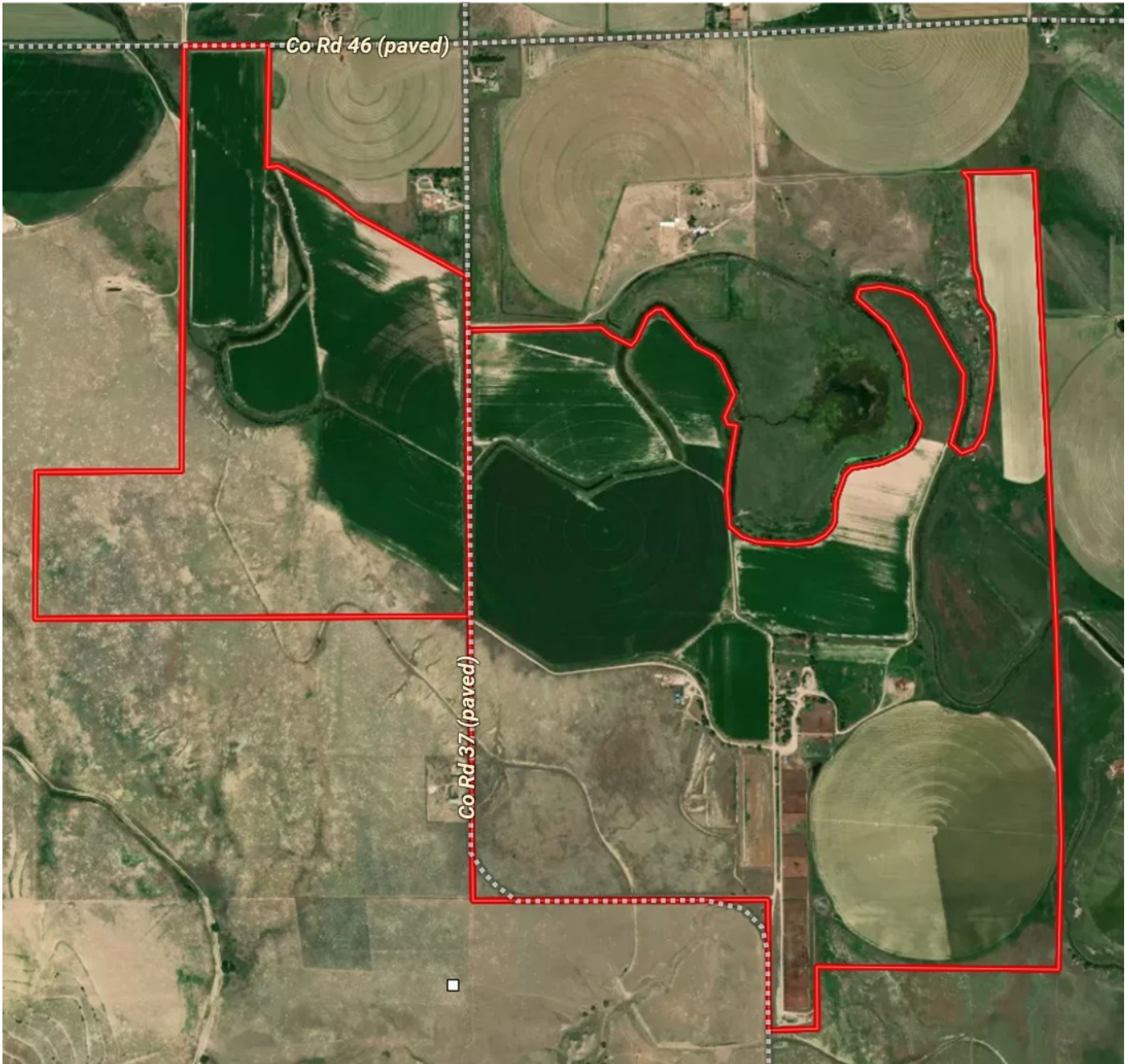
Equipment includes a 7 tower Zimmatic pivot, 30 hp electric motor/booster pump, gated pipe.

Irrigation water for the pivot is delivered via Lateral #5 to the east property line of #3 and is shared with other landowners as shown on map on Page 73. A shared pipeline delivers irrigation water from Lateral #5 to the flood ground on the west side. See Pages 219-223 for a copy of the lateral agreement.





Farm Unit w/o Extra NSID Water Map



Farm Unit w/o Extra NSID Water Information



**Farm
Unit**

Legal Description:

See Parcels #1, #2A, #2B, & #3.

Acreage:

264.8± Ac Pivot Irrigated

278.1± Ac Flood Irrigated

210.9± Ac Pasture

87.1± Ac Improvement Site

112.9± Ac Roads/Waste & Cedar Creek bottom

953.8± TOTAL

Land Tenure:

See Parcels #1, #2A, #2B, & #3.

Taxes & Irrigation Assessments:

2023 real estate taxes paid in 2024 were: \$14,738.42.

NSID Assessment: \$13,744.28.

FSA Information:

FSA bases: 143.96 ac corn, 14.58 ac wheat, 29.34 ac oats, 7.58 ac barley.

Irrigation Water & Equipment:

See Parcels #1, #2A, #2B, & #3.

624.74 North Sterling Irrigation District Acres (NSID).

Comments:

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



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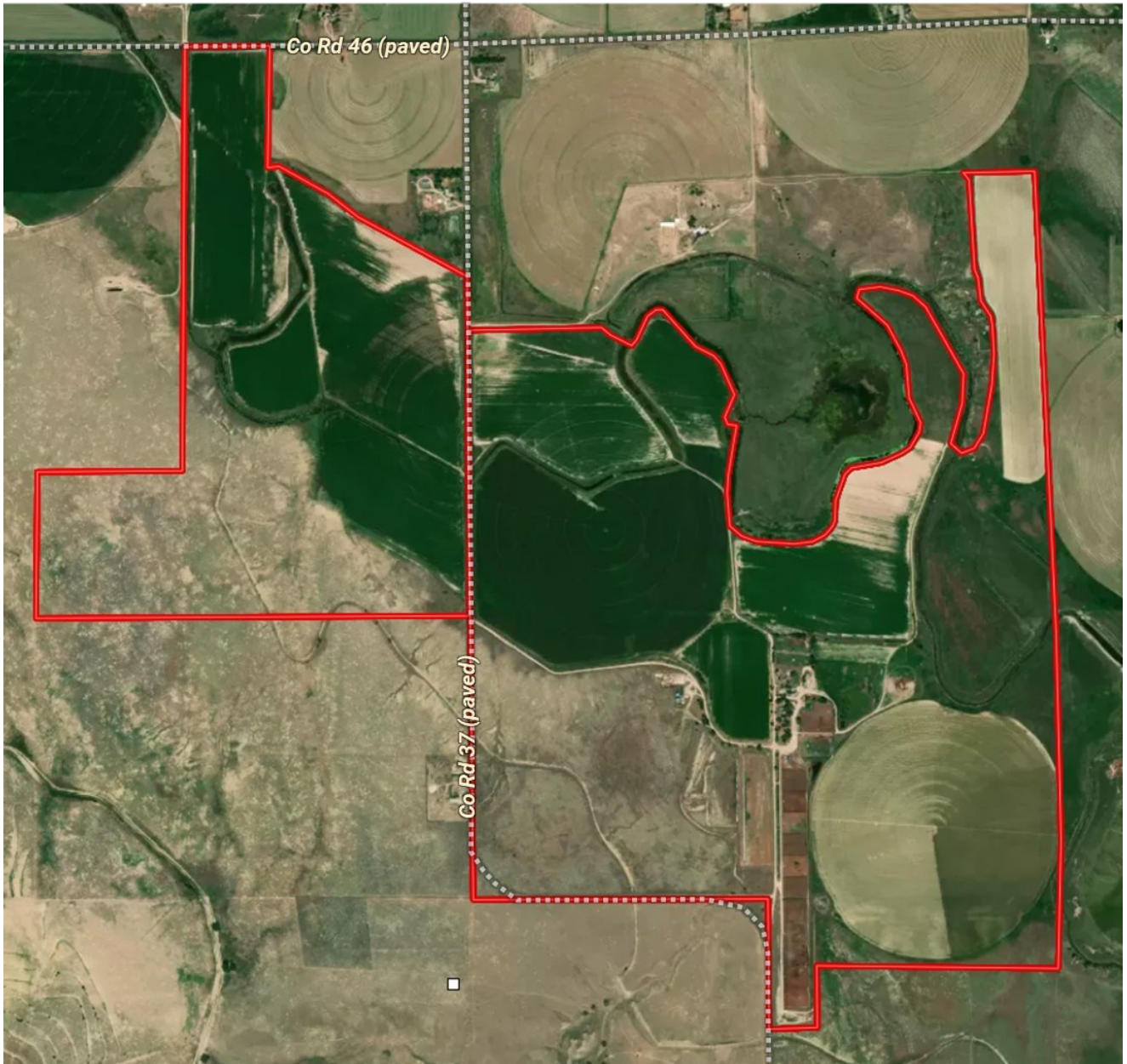


NSID Water Lots/Combos/Units

NSID WATER LOT	AC	BID PRICE
NSID WATER LOT #4A	16.73 AC	
NSID WATER LOT #4B	20 AC	
NSID WATER LOT COMBO #4	36.73 AC	
NSID WATER LOT #5A	20 AC	
NSID WATER LOT #5B	20 AC	
NSID WATER LOT COMBO #5	40 AC	
NSID WATER LOT #6A	20 AC	
NSID WATER LOT #6B	20 AC	
NSID WATER LOT COMBO #6	40 AC	
NSID WATER LOT EAST UNIT	116.73 AC	
NSID WATER LOT #7A	9.78 AC	
NSID WATER LOT #7B	20 AC	
NSID WATER LOT #7C	20 AC	
NSID WATER LOT COMBO #7	49.78 AC	
NSID WATER LOT #8A	20 AC	
NSID WATER LOT #8B	20 AC	
NSID WATER LOT COMBO #8	40 AC	
NSID WATER LOT #9A	20 AC	
NSID WATER LOT #9B	20 AC	
NSID WATER LOT COMBO #9	40 AC	
NSID WATER LOT #10A	20 AC	
NSID WATER LOT #10B	20 AC	
NSID WATER LOT COMBO #10	40 AC	
NSID WATER LOT WEST UNIT	169.78 AC	
NSID WATER LOT UNIT	286.51 AC	



Single Unit Map



Single Unit Information



**Single
Unit**

Legal Description:

See Parcels #1, #2A, #2B, & #3, Water Lots #4A-#10B

Acreage:

264.8± Ac Pivot Irrigated
278.1± Ac Flood Irrigated
210.9± Ac Pasture
87.1± Ac Improvement Site
112.9± Ac Roads/Waste & Cedar Creek bottom

953.8± AC TOTAL

Land Tenure:

See Parcels #1, #2A, #2B, & #3.

Taxes & Assessments:

2023 real estate taxes paid in 2024 were: \$14,738.42.
NSID Assessment: \$20,047.50.

FSA Information:

FSA bases: 143.96 ac corn, 14.58 ac wheat, 29.34 ac oats, 7.58 ac barley.

Irrigation Water & Equipment:

See Parcels #1, #2A, #2B, & #3.
911.25 North Sterling Irrigation District Acres (NSID)

Comments:

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



Point of Rocks Water Company, LLC And Point of Rocks Water Company II, LLC Distributions

Point of Rocks Water Company LLC

Disbursement Since Inception

Total Disbursement	
Year	\$/acre
2007	2.33
2008	2.90
2009	3.15
2010	3.30
2011	3.35
2012	3.45
2013	3.45
2014	3.50
2015	3.50
2016	3.60
2017	3.60
2018	3.70
2019	3.75
2020	3.86
2021	3.89
2022	4.19
2023	4.50
2024	4.60
Average	3.59 per year

Point of Rocks Water Company II LLC

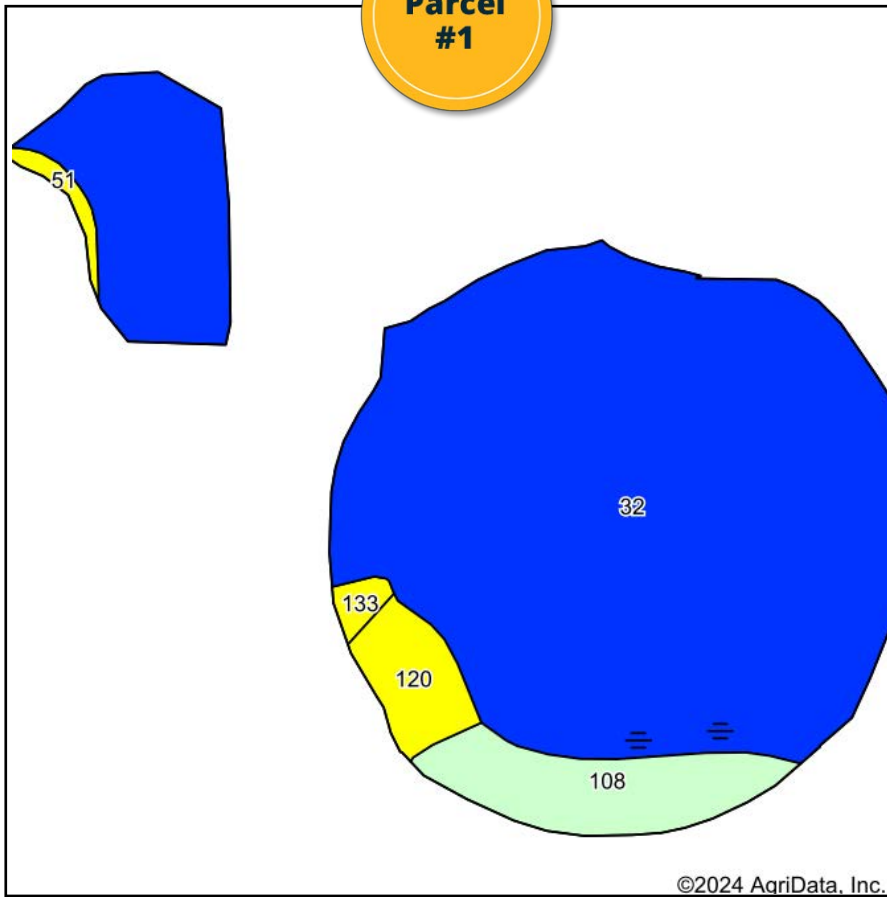
Disbursement Since Inception

Total Disbursement	
Year	\$/acre
2017	52.00
2018	5.00
2019	17.00
2020	0.00
2021	82.35
2022	0.00
2023	65.00
2024*	78.00
Average	37.42 per year

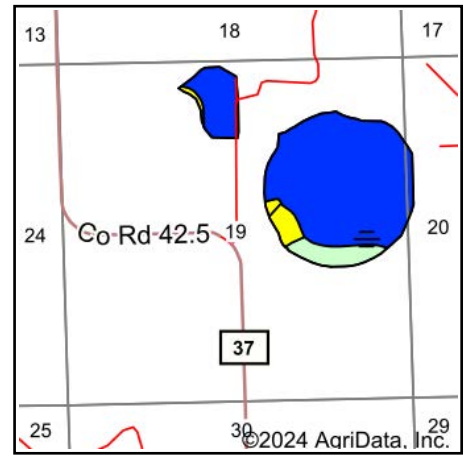
*through September

Soils Map

**Parcel
#1**



Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Logan**
Location: **19-9N-52W**
Township: **Sterling**
Acres: **118.07**
Date: **11/6/2024**

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com



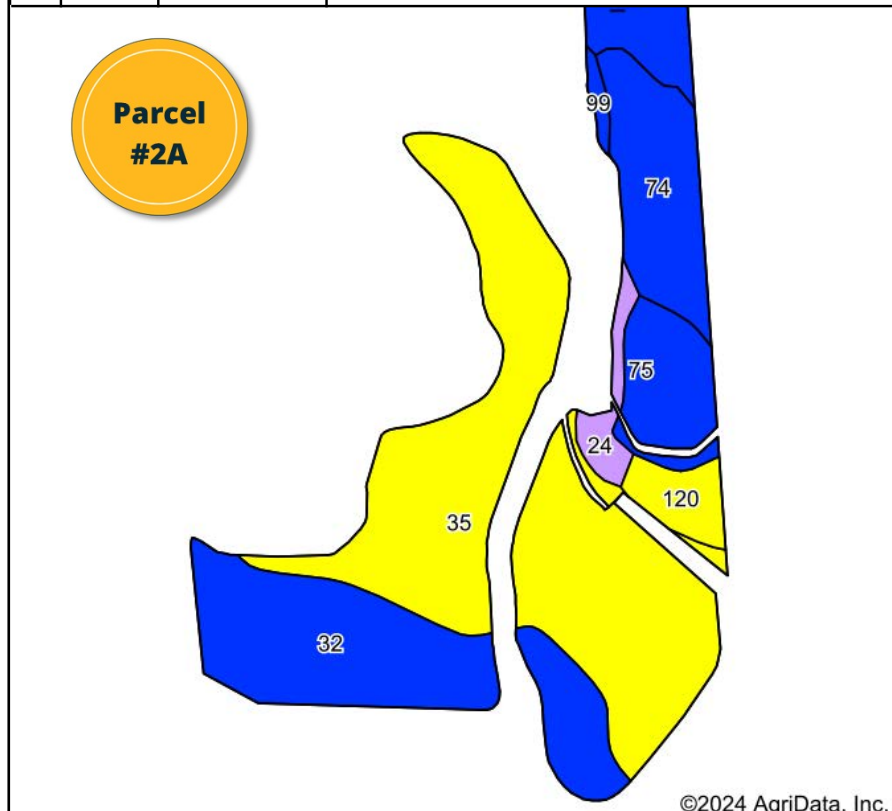
Area Symbol: CO075, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Wheat Irrigated Bu
32	Haverson loam, 0 to 1 percent slopes	102.42	86.8%		Ile	5	140	55
108	Stoneham-Cushman complex, 3 to 9 percent slopes	9.25	7.8%					
120	Wages loam, 5 to 9 percent slopes	4.50	3.8%		IVe	3	85	
51	Kim loam, 3 to 9 percent slopes	1.00	0.8%		IVe	3	60	
133	Ellicott-Glenberg complex, 0 to 3 percent slopes, occasionally flooded	0.90	0.8%		IVe			
Weighted Average					*-	4.5	125.2	47.7

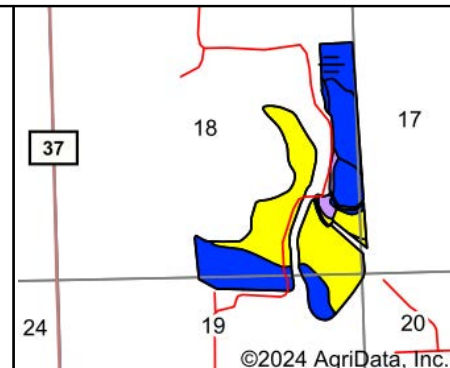
*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

	Symbol	Name	Description
	ERO	Severely eroded spot	An area where on the average 75 percent or more of the original surface layer has been lost because of accelerated erosion. Not used in map units that are named severely eroded, very severely eroded, or gullied. Typically 1 to 5 acres.

	Symbol	Name	Description
≡	ERO	Severely eroded spot	An area where on the average 75 percent or more of the original surface layer has been lost because of accelerated erosion. Not used in map units that are named severely eroded, very severely eroded, or gullied. Typically 1 to 5 acres.



Soils data provided by USDA and NRCS.



State: **Colorado**
County: **Logan**
Location: **18-9N-52W**
Township: **Sterling**
Acres: **138.88**
Date: **11/6/2024**

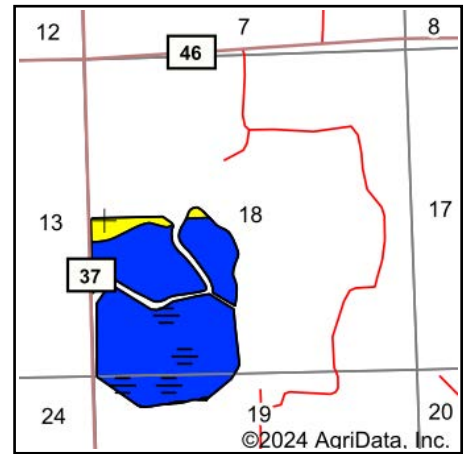
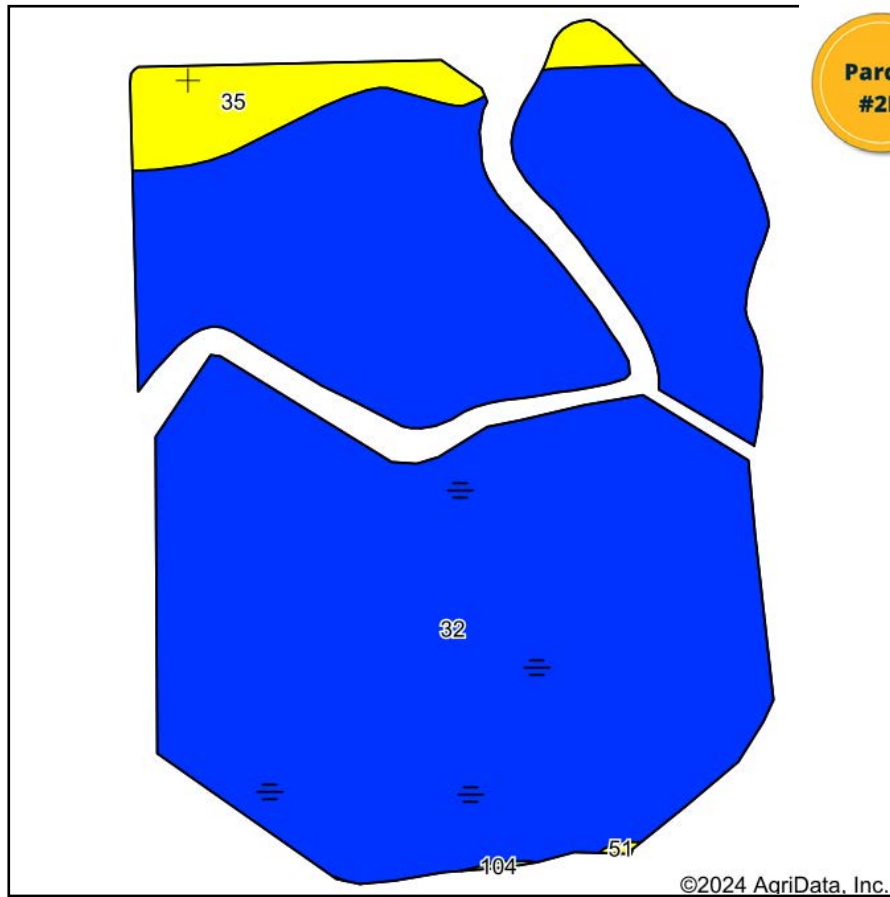
Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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Area Symbol: CO075, Soil Area Version: 18								
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Wheat Irrigated Bu
35	Haverson loam, saline	64.67	46.6%		IVs	4.5	80	35
32	Haverson loam, 0 to 1 percent slopes	31.50	22.7%		Ile	5	140	55
75	Norka-Ulysses loams, 1 to 3 percent slopes	19.23	13.8%		IIc	5	150	55
74	Norka loam, 0 to 1 percent slopes	14.57	10.5%		IIc	5.5	160	60
120	Wages loam, 5 to 9 percent slopes	4.52	3.3%		IVe	3	85	
24	Dix-Altvan complex, 10 to 30 percent slopes	3.40	2.4%		VIIs			
99	Satanta loam, 0 to 1 percent slopes	0.99	0.7%		Ile			
Weighted Average					3.09	4.6	109.3	42.7

Soils Map



State: **Colorado**
 County: **Logan**
 Location: **18-9N-52W**
 Township: **Sterling**
 Acres: **148.43**
 Date: **11/6/2024**

Maps Provided By:

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Area Symbol: CO075, Soil Area Version: 18

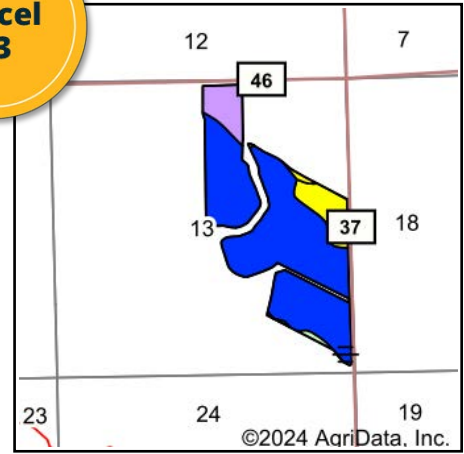
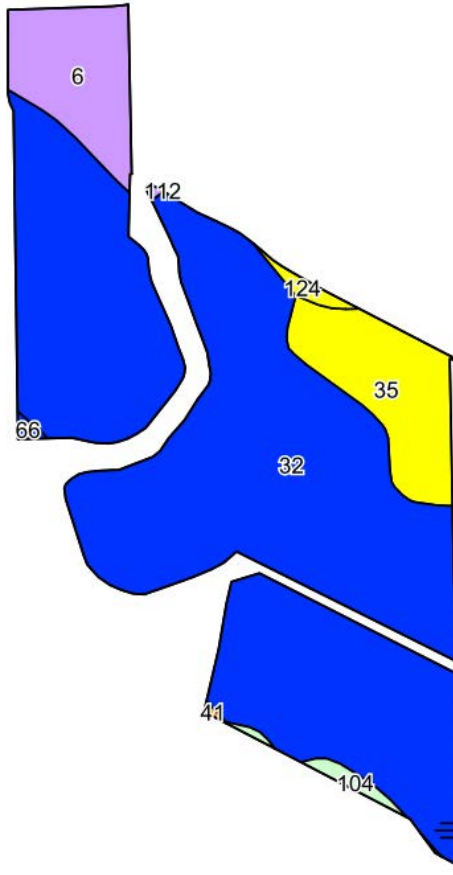
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Wheat Irrigated Bu
32	Haverson loam, 0 to 1 percent slopes	140.08	94.3%		Ile	5	140	55
35	Haverson loam, saline	8.15	5.5%		IVs	4.5	80	35
51	Kim loam, 3 to 9 percent slopes	0.11	0.1%		IVe	3	60	
104	Shingle loam, 1 to 9 percent slopes	0.09	0.1%					
Weighted Average					*-	5	136.6	53.8

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

	Symbol	Name	Description
	ERO	Severely eroded spot	An area where on the average 75 percent or more of the original surface layer has been lost because of accelerated erosion. Not used in map units that are named severely eroded, very severely eroded, or gullied. Typically 1 to 5 acres.
	SAL	Saline spot	An area where the surface layer has an electrical conductivity of 8 mmhos cm more than the surface layer of the named soils in the surrounding map unit. The surface layer of the surrounding soils has an electrical conductivity of 2 mmhos cm or less. Typically 1 to 5 acres.

Soils Map

**Parcel
#3**



State: **Colorado**
County: **Logan**
Location: **13-9N-53W**
Township: **Sterling**
Acres: **152.62**
Date: **11/6/2024**

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

Area Symbol: CO075, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Wheat Irrigated Bu
32	Haverson loam, 0 to 1 percent slopes	123.61	81.0%		Ile	5	140	55
35	Haverson loam, saline	14.04	9.2%		IVs	4.5	80	35
6	Aquolls	12.30	8.1%		VIw			
104	Shingle loam, 1 to 9 percent slopes	1.26	0.8%					
124	Wages-Rosebud loams, 5 to 9 percent slopes	0.97	0.6%		IVe	3	85	
66	Manzanola clay loam	0.33	0.2%		Ile	4.5	100	45
41	Heldt clay loam, 0 to 3 percent slopes	0.11	0.1%		IIIIs			
Weighted Average					*-	4.5	121.5	47.9

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

	Symbol	Name	Description
	ERO	Severely eroded spot	An area where on the average 75 percent or more of the original surface layer has been lost because of accelerated erosion. Not used in map units that are named severely eroded, very severely eroded, or gullied. Typically 1 to 5 acres.

Form No.
GWS-25

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

Parcel
#1

Well Permit #74765

EXST

WELL PERMIT NUMBER 74765 - F -
DIV. 1 WD 64 DES. BASIN MD

APPLICANT

TWO MILE RANCH CATTLE FEEDERS
C/O RYLEY CARLOCK & APPLEWHITE
1999 BROADWAY SUITE 1800
DENVER, CO 80202-

(303) 863-7500

APPROVED WELL LOCATION

LOGAN COUNTY

NW 1/4 NE 1/4 Section 19
Township 9 N Range 52 W Sixth P.M.

DISTANCES FROM SECTION LINES

730 Ft. from North Section Line

2225 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting:

Northing:

CHANGE/EXPANSION OF USE OF AN 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) on the condition that this well (known as Shop Well) is operated in accordance with the North Sterling Irrigation District Augmentation Plan approved by the Division 1 Water Court in case no. 1996CW1034 and the Two Mile Ranch Cattle Feeders Co., LLC substitute water supply plan approved by the State Engineer on January 3, 2011. If this well is not operated in accordance with the terms of said decree and substitute water supply plan, it will be subject to administration including orders to cease diverting water. The subject water supply plan is currently valid through December 31, 2011, and if not extended or if a court approved plan for augmentation is not in operation, diversion of ground water from this well must cease immediately (Water Court application in case no. 2010CW268 is pending for this well).
- 4) Approved for the change/expansion of use of an existing well constructed under permit no. 196-WCB. The issuance of this permit hereby cancels permit no. 196-WCB.
- 5) The use of ground water from this well combined with Windmill Well (permit no. 74764-F) is limited to stock watering and commercial and industrial uses associated with a feedlot operation.
- 6) The pumping rate of this well shall not exceed 50 GPM (as requested).
- 7) The average annual amount of ground water to be appropriated by this well shall not exceed 66.24 acre-feet (as requested) or the quantity covered under a court approved plan for augmentation or a substitute water supply plan approved by the State Engineer, whichever is less.
- 8) The owner shall mark the well in a conspicuous place 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.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 10) This well shall be located at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 11) This well shall be located not more than 200 feet from the location specified on this permit.
- 12) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

01.25.2011
I.A.C.

APPROVED
IDC

State Engineer

DATE ISSUED 01-25-2011

Receipt No. 3648188

By

EXPIRATION DATE

N/A

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST, RM 818, DENVER, CO 80203
phone - info: (303) 866-3587 main: (303) 866-3581
fax: (303) 866-3589 http://www.water.state.co.us

GENERAL PURPOSE

Water Well Permit Application

Review instructions on reverse side prior to completing form.
The form must be completed in black or blue ink or typed.

1. Applicant Information

Name of applicant

Two Mile Ranch Cattle Feeders

Mailing address

c/o Ryley Carlock & Applewhite, 1999 Broadway Suite 1800

City
Denver

State
CO

Zip code
80202

Telephone #

(303) 863-7500

E-mail (Optional)

kecunningham@rcalaw.com

2. Type Of Application (check applicable boxes)

- ☐ Construct new well ☐ Change source (aquifer)
☐ Replace existing well ☐ Reapplication (expired permit)
☒ Use existing well ☐ COGCC well
☒ Change or increase use ☐ Other:

3. Refer To (if applicable)

Well permit #

196-WCB

Water Court case #

Designated Basin Determination #

Well name or #

4. Location Of Proposed Well (Important! See Instructions)

County

Logan

NW

1/4 of the

NE

1/4

Section

19

Township

9

N or S

☒

Range

52

E or W

☒

Principal Meridian

6th

Distance of well from section lines (section lines are typically not property lines)

730

Ft. from

☒ N ☐ S

2225

Ft. from

☒ E ☐ W

For replacement wells only - distance and direction from old well to new well

feet

direction

Well location address (Include City, State, Zip)

60773 N. Highway 71

Stoneham, CO 80754

☐ Check if well address is same as in Item 1.

Optional: GPS well location information in UTM format You must check GPS unit for required settings as follows:

Format must be UTM

☐ Zone 12 or ☐ Zone 13

Units must be Meters

Datum must be NAD83

Unit must be set to true north

Was GPS unit checked for above? ☐ YES

Easting

Northing

Remember to set Datum to NAD83

5. Parcel On Which Well Will Be Located

(YOU MUST ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)

A. Legal Description (may be provided as an attachment):

(See 'Attachment A'- Quit Claim Deed)

B. # of acres in parcel

1.11

C. Owner

Two Mile Ranch

D. Will this be the only well on this parcel? ☐ YES ☒ NO (if no - list other wells)

Windmill Well

E. State Parcel ID# (optional):

Office Use Only

Form GWS-45 (07/2009)

RECEIVED

DEC 02 2010

WATER RESOURCES
STATE ENGINEER

6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.

- ☒ Industrial ☐ Dewatering System
☐ Municipal ☐ Geothermal (☐ production or ☐ reinjection)
☐ Irrigation ☒ Other (describe): Feedlot, stock watering (See 'Attachment B')
☒ Commercial

7. Well Data (proposed)

Maximum pumping rate

50

gpm

Annual amount to be withdrawn

66.24

acre-feet

Total depth

600

feet

Aquifer

Alluvium of Cedar Creek

8. Land On Which Ground Water Will Be Used

Legal Description (may be provided as an attachment): (See 'Attachment A')

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres

1.11

B. Owner

Two Mile Ranch

C. List any other wells or water rights used on this land:
(See 'Attachment B')

9. Proposed Well Driller License #(optional): N/A

10. Signature Of Applicant(s) Or Authorized Agent

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

Sign here (Must be original signature)

Date

12/1/10

Print name & title

Kristen E. Cunningham, Attorney for Two Mile Ranch

Office Use Only

USGS map name

Sterling North

DWR map no.

37

Surface elev.

Receipt area only

AQUAMAP

WE

WR

CWCB

TOPO

MYLAR

385

DIV 1 WD 64 BA MD

(see Attachment 'C')

Permit No. 74765-F

COLORADO WATER CONSERVATION BOARD
LOG AND HISTORY

FILED Document - District Court
2010cw268

CO Weld County District Court 19th JD
Filing ID: 34102497

- (1) Location: Sec. 19 T9N R. 52E S1M. 1/4 Sec. 21 N. 29 E. 29 S. 10 PM. MDT
(3) or Street Address: City
(4) Owned by: Don Hamilton Address: Rt. # 21 Sterling, Colo.
(5) Tenant: Address
(6) Drilled by: Canfield Drilling Co. Address: Rt. # 3 Sterling, Colo.
(7) Water Well Driller's License No. 7 (8) Name or No. of Well: Don Hamilton
(9) Type of Well: Domestic ☐ Municipal ☐ Stock ☒ Irrigation ☐
Industrial ☐ Drainage ☐ Other
(10) Cased: 0 ft. to 37 ft. Type: Plain Size: 5" Wt. of Casing: Lbs./Ft. 2.32
Cased: 37 ft. to 49 ft. Type: R.F.F. Size: 5" Wt. of Casing: Lbs./Ft. 2.32
Cased: ft. to ft. Type: Size: Wt. of Casing: Lbs./Ft.
(11) Perforated or Screened: Ft. 37 to Ft. 49; Ft. to Ft.
(12) Type of Screen or Perforation: 5" gal. 20 ga.
(13) Date Started: March 4, 1957 (14) Date Completed: March 4, 1957
(15) { Static Water Level: 26 1/2 Ft.
or
Shut in Pressure: lbs./sq. in. (16) Date: March 4, 1957
(17) Pumping Water Level: 30 Ft. at (18) 8' G.P.M. yield.
(19) How Tested: Bailed (20) Length of Test: 5.5 Hours
Put Formation Log on Reverse Side
(21) REMARKS: (Gravel Packing, Cementing, Packers, Type of Shut-off, Depth of Shut-off, Method Drilling, etc.)

Rotary

RECEIVED
APR 2 - 1957
COLO. WATER
CONSERVATION BOARD

TO BE MADE IN QUADRUPLICATE: Original Blue and Green Duplicate to Colorado Water Conservation Board. White Copy to Owner and Yellow Copy to Driller.

EXHIBIT 1

Permit No. 74765-F

LOG OF WELL

DESCRIPTION OF MATERIAL DRILLED	METHOD OF DRILLING
(ADD OTHER LINES AS NEEDED)	

Feet		Rotary
00	to 6	top gravel & clay
6	to 8	clay
8	to 15	gravel & sand & clay
15	to 18	gravel & sand
18	to 22	clay
22	to 29	sand & gravel & some clay
29	35	clay
35	40	clay & sand & some gravel
40	45 1/2	gravel dirty
45 1/2	47	shale blaesom
47	47	blue shale



DISTRICT COURT, WATER DIVISION 1, COLORADO 901 9 th Avenue, Greeley, Colorado 80631	DATE FILED: March 15, 2013
CONCERNING THE APPLICATION FOR WATER RIGHTS OF TWO MILE RANCH CATTLE FEEDERS CO, LLC AND NORTH STERLING IRRIGATION DISTRICT, Applicant In Logan County, Colorado	Case No. 10CW268 (96CW1034)
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE AND DECREE OF THE WATER COURT	

The above captioned application was filed on October 31, 2011, and was referred to the undersigned as Water Referee for Water Division No. 1, State of Colorado by the Water Judge of said Court in accordance with Article 92 of Chapter 37, Colorado Revised Statutes, known as the Water Right Determination and Administration Act of 1969.

The undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application are true, and having become fully advised with respect to the subject matter of the application, does hereby make the following determinations and ruling as the Referee in this matter.

FINDINGS OF FACT

Based upon a preponderance of the evidence, the Court finds the following:

1. **Applicants:**

Two Mile Ranch Cattle Feeders Co., LLC
60773 North Highway 71
Stoneham, CO 80754
(970) 437-5751

North Sterling Irrigation District
c/o James T. Yahn, Manager
P.O. Box 103
Sterling, CO 80751
(970) 522-2025

2. Application.

2.1. Original Application. The Applicant filed the application in this matter on October 29, 2010. The application was referred to the Water Referee pursuant to C.R.S. § 37-92-302(4). The Application was published in the October 2010 Water Division No. 1 Resume pursuant to C.R.S. § 37-92-302(3)(a).

2.2. First Amended Application. The Applicants filed a First Amended Application on February 11, 2011. The Amendment concerned the original Application's request for an absolute water right for the Shop Well. This original request was based on the historic use of the Shop Well described in that structure's original 1957 well permit. Applicant Two Mile Ranch amended the original Application to request a conditional ground water right for the Shop Well. Co-Applicant, Two Mile Ranch also received a new well permit for the Shop Well which clarified the quantity and uses of water to be withdrawn.

3. Summary of Consultation. The Division Engineer filed a Summary of Consultation regarding the Application on January 19, 2011. All of the issues raised in that document are addressed in this Decree.

4. Notice and Jurisdiction. Timely and adequate notice of the pendency of this proceeding *in rem* has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

5. No Designated Groundwater. The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

6. The Objectors. No statements of opposition were filed in this matter.

7. Applicants seek to (1) adjudicate a conditional ground water right in the Windmill Well in Logan County, Colorado; (2) adjudicate a conditional ground water right in the Shop Well, also in Logan County, Colorado; and (3) add both the Windmill and Shop Wells to an existing augmentation plan, decreed in Case No. 96CW1034 (the "North Sterling Augmentation Plan").

CONDITIONAL UNDERGROUND WATER RIGHTS

8. Names and Descriptions of Wells.

8.1. Windmill Well.

8.1.1. Legal description of the Windmill Well. The Windmill Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado on land owned by Two Mile Ranch. The well is located 1112 feet from the north section line, and 2518 feet from the east section line.

8.1.2. Source of water. Ground water tributary to the South Platte River and its tributaries.

8.1.3. Date of appropriation. October 29, 2010.

8.1.3.1. How appropriation was initiated. Filing of the Water Well Permit Application for the Windmill Well, Permit No. 74764-F. A copy of Well Permit No. 74764-F is attached as **Exhibit 1**.

8.1.3.2. Date water applied to beneficial use. Not applicable. This is a conditional water right.

8.1.4. Amount claimed. 50 g.p.m., CONDITIONAL.

8.1.5. Proposed Uses. The water will be used for fully consumptive stock watering, feedlot, commercial and industrial purposes. The Windmill Well will be operated in accordance with the North Sterling Augmentation Plan described below, and is not exempt from administration under the priority system.

8.2. Shop Well.

8.2.1. Legal description of the Shop Well. The Shop Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado on land owned by Two Mile Ranch as evidenced by the Deed attached to the Application at Exhibit 1. The well is located 730 feet from the north section line, and 2225 feet from the east section line.

8.2.2. Source of water. Ground water tributary to the South Platte River and its tributaries.

8.2.3. Date of appropriation. January 25, 2011.

8.2.3.1. How appropriation was initiated. Issuance of Permit No. 74765-F for the Shop Well by the Division of Water Resources. A copy of Well Permit No. 74765-F is attached hereto as **Exhibit 2**.

8.2.3.2. Date water applied to beneficial use. Not applicable. This is a conditional water right.

8.2.4. Amount claimed. 50 g.p.m., CONDITIONAL.

8.2.5. Proposed Uses. The water will be used for fully consumptive stock watering, feedlot, commercial and industrial purposes. The Shop Well will be operated in accordance with the North Sterling Augmentation Plan described below, and is not exempt from administration under the priority system.

ADDITION OF WELLS TO THE NORTH STERLING AUGMENTATION PLAN

9. Plan for Augmentation Decreed in Case No. 96CW1034. North Sterling operates an augmentation plan decreed in this Case No. 96CW1034 (“North Sterling Augmentation Plan” and “96CW1034 Decree”). Paragraph 65 of the Decree in Case No. 96CW1034 allows the addition of wells to the North Sterling Augmentation Plan upon proper application and subject to notice and terms and conditions. Pursuant to the terms and conditions of the Decree in Case No. 96CW1034, the Applicants seek to add the Windmill and Shop Wells described in Paragraph 8, above, as wells to the North Sterling Augmentation Plan.

10. Replacement Sources. The sources of substitute supply listed in Paragraph 58 of the North Sterling Augmentation Plan shall be used to augment otherwise out-of-priority depletions attributable to the Windmill and Shop Wells. These sources of substitute supply include:

10.1. North Sterling Recharge Water Rights as described in Paragraphs 17 through 34, inclusive of the 96CW1034 Decree:

10.1.1. North Sterling Recharge Water Right

10.1.2. North Sterling Recharge Water Right, First Enlargement

10.2. The Changed Amount of the North Sterling Reservoir Water Right, as described in Paragraphs 35 through 55, inclusive of the 96CW1034 Decree.

10.3. Other sources of water that may be authorized in the North Sterling Augmentation Plan.

11. Description of the Use of the Windmill and Shop Wells as Administered under the North Sterling Augmentation Plan:

11.1. Water demand for the 10,000 head of cattle projected to require water at the Two Mile Ranch Feedlot is estimated at 120,000 gallons per day, or 0.368 acre-feet per day. This demand translates into approximately 84 gallons of pumping per minute from the Windmill and Shop Wells together. The water demand is assumed to be 100 percent consumptive.

11.2. Pumping from both wells will be metered and therefore actual pumping will provide the basis for the depletions calculation in the accounting. These depletions will be lagged to the South Platte River using the Glover Method as contained in the Alluvial Water Accounting System (AWAS) model. This methodology assumes that the boundary of the alluvial aquifer represents a “no-flow” condition, and that depletions and/or accretions to the river at a specific well/recharge location can be estimated using the Analytical Stream Depletion Model as contained in AWAS and the aquifer characteristics at the well location, referred to herein as Glover parameters.

11.3. Out-of-priority depletions to Cedar Creek attributable to the Windmill and Shop Wells will be replaced pursuant to the North Sterling Augmentation Plan. Depletions to Cedar Creek affect the South Platte River in that reach between the Sterling No. 1 Ditch headgate and the Iliff and Platte Ditch headgate, described in paragraph 60 of the 96CW1034 Decree as “Impact Reach No. 3.” North Sterling has the authority to curtail well pumping if needed in order to ensure that all out-of-priority depletions from the subject wells’ pumping can be replaced in the forthcoming years. The effects on the South Platte River resulting from the consumptive use of water occurring from the pumping of the Windmill and Shop Wells shall be calculated in accordance with the methodology set forth in paragraphs 49 and 61.b of the North Sterling Augmentation Plan. The aquifer parameters for the Windmill and Shop Wells are as follows:

Well Name	Transmissivity, “T” (gpd/ft)	Distance from Well to River “X” (ft)	Width of Alluvial Aquifer, “W” (ft)	Specific Yield of Aquifer “S”
Windmill Well	31,400	1,470	7,130	20%
Shop Well	31,400	1,160	7,140	20%

11.4. On-going out-of-priority depletions attributable to pumping of the Shop Well beginning in 1974 will be replaced.

11.5. North Sterling will integrate the Windmill and Shop Wells into its existing plan for augmentation accounting, and will cover out-of-priority depletions from the two wells. The Windmill and Shop Wells will be fitted with flow meters so that monthly pumping can be measured and recorded for accounting purposes, in accordance with North Sterling’s measurement and accounting program.

12. Terms and Conditions Governing the Addition of the Windmill and Shop Wells to the North Sterling Augmentation Plan. The Court finds there will be no material injury to the owners or users of vested water rights or decreed conditional water rights in time, location or amount as a result of the operation of the Windmill and Shop Wells, or from the addition of the two Wells to the North Sterling Augmentation Plan, so long as there is compliance with and proper administration of the terms and conditions set forth below:

12.1. The terms and conditions for the Windmill and Shop Wells will be the same as those applied to the other wells in the North Sterling Augmentation Plan. The consumptive use factor will be 100% for water withdrawn by the Windmill and Shop Wells.

12.2. Replacement of Out-of-Priority Depletions.

12.2.1. Ongoing out-of-priority depletions from pumping prior to this Decree of the Windmill and/or Shop Wells will be replaced by Two Mile Ranch in compliance with the terms and conditions of the North Sterling Augmentation Plan. The Windmill Well has not been constructed yet. The Shop Well was in use from 1974 through 1987, but then was inactive until 2005. All lagged depletions from pumping the Shop Well from 1974 through 1987 impacted the

South Platte River by 1999. Table 1 below shows the estimated pumping of the Shop Well that occurred from 2005 through 2011 and the actual metered pumping that occurred in 2012. In 2012, monthly meter readings were not taken, therefore the total annual amount pumped was distributed throughout the year based on an estimated number of cattle on feed in the lot.

TABLE 1
Estimated and Metered Pumping from the Subject Wells, AF

Year	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
2005	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2006	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2007	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2008	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2009	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2010	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2011	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
2012	1.7	1.7	1.7	1.7	1.7	0.8	0.3	0.2	0.3	0.8	1.7	1.7

12.2.2. Out-of-priority depletions from use of the Windmill and/or Shop Wells that occurs after entry of this Decree adding the wells to the North Sterling Augmentation Plan shall be replaced by Two Mile Ranch under the terms and conditions of the North Sterling Augmentation Plan.

12.2.3. Pursuant to C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority withdrawals from the Windmill and Shop Wells, the depletions from which are not so replaced to prevent injury to vested water rights.

CONCLUSIONS OF LAW

13. Based upon and fully incorporating herein the Findings of Fact set forth above, the Court concludes as a matter of law that:

13.1 Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of these proceedings *in rem* has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether or not they have appeared.

13.2. Application Lawful. The proposed application to adjudicate the Windmill and Shop Wells and add the two wells to the North Sterling Augmentation Plan is authorized by the Water Right Determination and Administration Act of 1969, C.R.S. § 37-92-101 to – 602 (the “1969 Act”), and can be implemented pursuant to this Decree in accordance with the Act.

13.3. Burdens of Proof Satisfied. The Applicants have complied with all requirements and have met all standards and burdens of proof, including but not limited to C.R.S. §§ 37-92-302 through –305, as amended. Two Mile Ranch and North Sterling are entitled to a decree confirming and approving the Windmill and Shop Well conditional water rights, and confirming

and approving the addition of those wells to the North Sterling Augmentation Plan sought herein, which will not injuriously affect the owners of or persons entitled to use water under vested water rights or decreed conditional water rights as long as the pumping of the two wells and operation of the plan for augmentation with respect to the two wells are administered in accordance with the terms and conditions described herein.

RULING AND DECREE

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED AND DECREED BY THE COURT:

14. Fully Incorporated Judgment and Decree. The foregoing Findings of Fact and Conclusions of Law are hereby fully incorporated into this Judgment and Decree.

15. Application Granted. The application for the adjudication of the Windmill and Shop Wells and for the addition of the two wells to the North Sterling Augmentation Plan is hereby granted subject to the terms and conditions described herein:

15.1. The Windmill Well is hereby decreed in the amount of 50 gallons per minute, conditional, with an appropriation date of October 29, 2010. The Well shall be used for stock watering, feedlot, commercial and/or industrial purposes.

15.2. The Shop Well is hereby decreed in the amount of 50 gallons per minute, conditional, with an appropriation date of January 25, 2011. The Well shall be used for stock watering, feedlot, commercial and/or industrial purposes.

15.3. The application to add the Windmill Well and Shop Well to the North Sterling Augmentation Plan is approved, subject to the terms and conditions set forth herein.

16. Decree Administrable. Upon entry by the Water Court, this decree shall be administered by the Division Engineer for Water Division No. 1, and can be operated without adversely affecting the owners or users of vested water rights or decreed conditional water rights on the South Platte River. So long as water is used in conformance with the requirements of this decree, there will be no injurious effects to the vested or decreed conditional water rights of others.

17. Accounting. The operation, accounting and administration of the subject wells are subject to the provisions of the North Sterling Irrigation District Augmentation Plan.

18. Filing of Copies. A copy of this Ruling and Decree shall be filed with the Water Clerk for Water Division No. 1, and the Decree shall become effective upon filing. Copies shall also be filed with the State Engineer and the Division Engineer for Water Division No. 1.

Date: February 11, 2013

John Cowan
Water Referee
Water Division No. 1

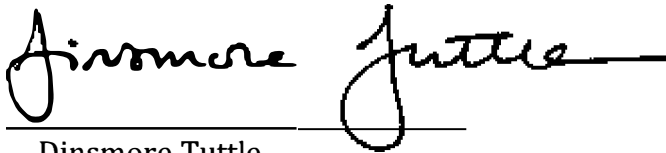
THE COURT finds that no protest was filed in this matter. The foregoing ruling of the Water Referee is confirmed and approved and is hereby made the Judgment and Decree of this Court.

In accordance with § 37-92-301(4)(a), C.R.S., if the conditional water right has not become an absolute water right by reason of the completion of the appropriations and the applicant desires to maintain the conditional water right, an application for a finding of reasonable diligence shall be filed on or before March 31, 2019.

A copy of the Judgment and Decree shall be filed with the Water Clerk for Water Division 1, and the Decree shall become effective upon filing. Copies shall also be filed with the State Engineer and the Division Engineer for Water Division 1.

Dated: 15 March 2013

BY THE COURT:

A handwritten signature in black ink, appearing to read "Dinsmore Tuttle", written over a horizontal line.

Dinsmore Tuttle
Alternate Water Judge
Water Division 1

Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3561

LIC

WELL PERMIT NUMBER 74764 -F-
DIV. 1 WD 64 DES. BASIN MD

APPLICANT

TWO MILE RANCH CATTLE FEEDERS
C/O RYLEY CARLOCK & APPLEWHITE
1999 BROADWAY #1800
DENVER, CO 80202-

(303) 863-7500

APPROVED WELL LOCATION

LOGAN COUNTY
NW 1/4 NE 1/4 Section 19
Township 9 N Range 52 W Sixth P.M.

DISTANCES FROM SECTION LINES

1112 Ft. from North Section Line
2518 Ft. from East Section Line

UTM COORDINATES (Meters Zone:13,NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of 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) on the condition that this well (known as Windmill Well) is operated in accordance with the North Sterling Irrigation District Augmentation Plan approved by the Division 1 Water Court in case no. 1996CW1034 and the Two Mile Ranch Cattle Feeders Co., LLC substitute water supply plan approved by the State Engineer on January 3, 2011. If this well is not operated in accordance with the terms of said decree and substitute water supply plan, it will be subject to administration including orders to cease diverting water. The subject water supply plan is currently valid through December 31, 2011, and if not extended or if a court approved plan for augmentation is not in operation, diversion of ground water from this well must cease immediately (Water Court application in case no. 2010CW268 is pending for this well).
- 4) The use of ground water from this well combined with Shop Well (permit no. 74765-F) is limited to stock watering and commercial and industrial uses associated with a feedlot operation.
- 5) The pumping rate of this well shall not exceed 50 GPM (as requested).
- 6) The average annual amount of ground water to be appropriated by this well shall not exceed 66.24 acre-feet (as requested) or the quantity covered under a court approved plan for augmentation or a substitute water supply plan approved by the State Engineer, whichever is less.
- 7) The owner shall mark the well in a conspicuous place 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.
- 8) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 9) This well shall be constructed at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 10) This well shall be constructed not more than 200 feet from the location specified on this permit.
- 11) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

Expiration Date Extended to Jan. 25, 2013 w/ 01-06-12

OK 25, 2011
I.D.C.

APPROVED
IDC

State Engineer

DATE ISSUED 01-25-2011

By

EXPIRATION DATE 01-25-2012

Receipt No. 3647673

Two Mile Ranch Cattle Feeders, LLC, et al.
10CW268

EXHIBIT 1

Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 865-3581

EXST

APPLICANT

TWO MILE RANCH CATTLE FEEDERS
C/O RYLEY CARLOCK & APPLEWHITE
1999 BROADWAY SUITE 1800
DENVER, CO 80202-

(303) 863-7500

WELL PERMIT NUMBER	74765	-F	-
DIV. 1	WD 64	DES. BASIN	MD

APPROVED WELL LOCATION

LOGAN COUNTY
NW 1/4 NE 1/4 Section 19
Township 9 N Range 52 W Sixth P.M.

DISTANCES FROM SECTION LINES

730 Ft. from North Section Line
2225 Ft. from East Section Line

UTM COORDINATES (Meters, Zone 13, NAD83)

Easting: Northing:

CHANGE/EXPANSION OF USE OF AN 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) on the condition that this well (known as Shop Well) is operated in accordance with the North Sterling Irrigation District Augmentation Plan approved by the Division 1 Water Court in case no. 1986CW1034 and the Two Mile Ranch Cattle Feeders Co., LLC substitute water supply plan approved by the State Engineer on January 3, 2011. If this well is not operated in accordance with the terms of said decree and substitute water supply plan, it will be subject to administration including orders to cease diverting water. The subject water supply plan is currently valid through December 31, 2011, and if not extended or if a court approved plan for augmentation is not in operation, diversion of ground water from this well must cease immediately (Water Court application in case no. 2010CW268 is pending for this well).
- 4) Approved for the change/expansion of use of an existing well constructed under permit no. 196-WCB. The issuance of this permit hereby cancels permit no. 196-WCB.
- 5) The use of ground water from this well combined with Windmill Well (permit no. 74764-F) is limited to stock watering and commercial and industrial uses associated with a feedlot operation.
- 6) The pumping rate of this well shall not exceed 50 GPM (as requested).
- 7) The average annual amount of ground water to be appropriated by this well shall not exceed 65.24 acre-feet (as requested) or the quantity covered under a court approved plan for augmentation or a substitute water supply plan approved by the State Engineer, whichever is less.
- 8) The owner shall mark the well in a conspicuous place 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.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 10) This well shall be located at least 800 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 11) This well shall be located not more than 200 feet from the location specified on this permit.
- 12) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

01.25.2011
J.A.C.

APPROVED
IDC

State Engineer

Receipt No. 3648188

DATE ISSUED 01-25-2011

EXPIRATION DATE

N/A

Two Mile Ranch Cattle Feeders, LLC, et al.
10CW268

EXHIBIT 2



Water Decree #2019CW3051

DISTRICT COURT, WATER DIVISION 1, STATE OF COLORADO Weld County Courthouse 901 9th Avenue Greeley, Colorado 80631 Telephone: (970) 475-2400	DATE FILED: August 23, 2019 7:01 AM CASE NUMBER: 2019CW3051
CONCERNING THE APPLICATION FOR WATER RIGHTS OF LARDYN CONSULTING, LLC, IN LOGAN COUNTY.	▲ COURT USE ONLY ▲
Attorneys for Applicant: Brian M. Nazareus, #16984 Sheela S. Stack, #32768 William D. Wombacher, #42354 Stacy L. Brownhill, #48641 RYLEY CARLOCK AND APPLEWHITE 1700 Lincoln Street, Ste. 3500 Denver, Colorado 80203 Telephone: (303) 863-7500 Facsimile: (303) 595-3159 E-mail: bnazareus@rcalaw.com sstack@rcalaw.com wwombacher@rcalaw.com sbrownhill@rcalaw.com	Case No. 2019CW3051 (10CW268)
AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND DECREE OF THE WATER COURT	

This matter comes before the Water Court on the Application of Lardyn Consulting, LLC (“Applicant”) for a finding of reasonable diligence for conditional water rights and to make a portion of the water rights absolute.

The Referee has reviewed all matters contained in the Application and has taken all necessary evidence. Having jurisdiction over the subject matter and parties herein and being otherwise fully advised in the premises, the Referee hereby enters the following Findings of Fact, Conclusions of Law, Ruling of the Referee, and Decree of the Water Court in accordance with C.R.S. § 37-92-303(1).

FINDINGS OF FACT

Based upon a preponderance of the evidence, the Court finds the following:

1. **Procedural Background.**

1.1. **Applicant.** Lardyn Consulting, LLC (“Lardyn”), 18413 CR 42.5, Sterling, CO 80751, Telephone: 970-522-2821.

1.2. **Application.** The Applicant filed its Application for Finding of Reasonable Diligence and to Make Water Rights Absolute in Part (“Application”) in Case No. 19CW3051 on March 27, 2019 and it was referred to the Water Referee pursuant to C.R.S. § 37-92-302(4). The Application was published in the March 2019 Water Division No. 1 Resume pursuant to C.R.S. § 37-92-302(3)(a).

1.3. **Summary of Consultation.** A Summary of Consultation was issued on June 30, 2019. All concerns raised in the Summary of Consultation have been addressed in this Decree.

1.4. **Notice and Jurisdiction.** Timely and adequate notice of the Application was published in the Resume for Water Division 1, as required by law, with proof of publication filed on June 6, 2019. The time for filing statements of opposition has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

1.5. **No Designated Groundwater.** The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

1.6. **Objectors.** No Statements of Opposition were filed in this matter.

2. **Description of Conditional Underground Water Rights.**

2.1. **Shop Well.**

2.1.1. **Original Decree.** The original decree was entered by the Water Court, Water Division 1, on March 15, 2013, in Case No. 10CW268.

2.1.2. **Legal Description.** The Shop Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado on land owned by Lardyn. The well is located 730 feet from the north section line, and 2225 feet from the east section line.

2.1.3. **Source.** Groundwater tributary to the South Platte River and its tributaries.

2.1.4. Appropriation Date. January 25, 2011.

2.1.5. Decreed Amount. 50 g.p.m., conditional.

2.1.6. Uses. Fully consumptive stock watering, feedlot, commercial, and industrial uses.

2.2. Windmill Well.

2.2.1. Original Decree. The original decree was entered by the Water Court, Water Division 1, on March 15, 2013, in Case No. 10CW268.

2.2.2. Legal Description. The Windmill Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado on land owned by Lardyn. The well is located 1112 feet from the north section line, and 2518 feet from the east section line.

2.2.3. Source. Groundwater tributary to the South Platte River and its tributaries.

2.2.4. Appropriation Date. October 29, 2010.

2.2.5. Decreed Amount. 50 g.p.m., conditional.

2.2.6. Uses. Fully consumptive stock watering, feedlot, commercial, and industrial uses.

3. Findings of Diligence. The Applicant has been diligent in the continued use and development of these conditional underground water rights which are an integral part of its feedlot business. These efforts include the following:

3.1. The Shop Well has been in continuous operation during the diligence period supplying water for the feedlot on the property owned by Applicant, and previously, Two Mile Ranch. North Sterling Irrigation District's diversion records show that the Shop Well water right was in priority and pumping 14.87 g.p.m. (i.e., 2.0 acre-feet per month or 24.0 acre-feet per year) in February 2013 for commercial purposes at the feedlot. Applicant plans to begin construction of the Windmill Well in Spring 2019 depending on weather and a pending land use application before the Logan County Commissioners.

3.2. Applicant has actively protected the subject water rights from potential injury by performing monthly reviews of the Water Division 1 water court resume to determine whether the filing of statements of opposition was necessary to protect its water rights in Water Division 1, including these conditional water rights.

3.3. The Court finds that during this diligence period, the Applicant performed project specific work toward development of the subject water rights and application of the rights to beneficial use, and protected the subject water rights by performing monthly reviews of the Water Division 1 water court resume and participating in litigation opposing the applications of others, as necessary.

3.4. The Court finds the Applicant has shown reasonable diligence in the development of the Shop Well and Windmill Well water rights.

4. Finding that a Portion of the Water Rights Should Be Made Absolute. North Sterling Irrigation District diversion records show that the Shop Well water right was in priority and 14.87 g.p.m. was diverted in February 2013 and used for feedlot purposes. The Court finds that 14.87 g.p.m. of the Shop Well water right is hereby made absolute for fully consumptive stock watering, feedlot, commercial, and industrial uses in the Applicant's feedlot.

CONCLUSIONS OF LAW

5. Incorporation. To the extent they constitute legal conclusions, the foregoing Findings of Fact are incorporated herein.

6. Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of this proceeding *in rem* has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

RULING OF THE REFEREE AND DECREE OF THE WATER COURT

7. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference as if fully set forth herein.

8. Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, RULED, AND DECREED BY THE COURT that the Application for a finding of reasonable diligence in the development of the conditional water rights described above and to make 14.87 g.p.m. of the conditional right decreed to the Shop Well absolute for all decreed uses is hereby granted.

9. It is further ordered that the remaining conditional rights of 35.13 g.p.m. decreed to the Shop Well and 50 g.p.m. decreed to the Windmill Well for fully consumptive stock watering, feedlot, commercial, and industrial uses are hereby continued in full force and effect until August 31, 2025 or a showing made on or before such date that the conditional water rights have become absolute water rights by reason of the completion of the appropriation.

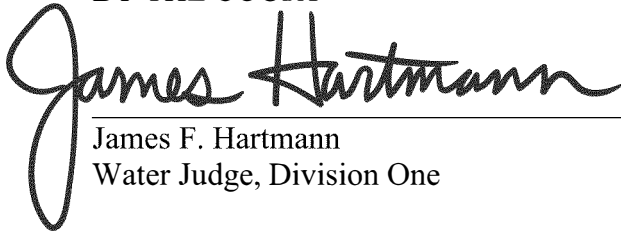
10. Filing With Water Clerk. It is ordered that this Decree shall be filed with the Water Clerk and shall become effective upon such filing.

11. Filing With State and Division Engineer. It is further ordered that a copy of this Decree shall be filed with the appropriate Division Engineer and the State Engineer.

12. After entry of the original Decree on August 21, 2019, it was discovered that the Court did not include the diligence date for conditional water rights. This amended Decree contains the diligence date.

DATED: August 23, 2019

BY THE COURT

A handwritten signature in black ink, reading "James F. Hartmann". The signature is written in a cursive style with a large, looping initial "J".

James F. Hartmann
Water Judge, Division One

DISTRICT COURT, WATER DIVISION 1, STATE OF COLORADO Weld County Courthouse 901 9th Avenue Greeley, Colorado 80631 Telephone: (970) 475-2400	DATE FILED: August 21, 2019 12:09 PM CASE NUMBER: 2019CW3051
CONCERNING THE APPLICATION FOR WATER RIGHTS OF LARDYN CONSULTING, LLC, IN LOGAN COUNTY.	▲ COURT USE ONLY ▲
	Case No. 2019CW3051 (10CW268)
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND DECREE OF THE WATER COURT	

This matter comes before the Water Court on the application of Lardyn Consulting, LLC (“Applicant”) for a finding of reasonable diligence for conditional water rights and to make a portion of the water rights absolute.

The Referee has reviewed all matters contained in the Application and has taken all necessary evidence. Having jurisdiction over the subject matter and parties herein and being otherwise fully advised in the premises, the Referee hereby enters the following Findings of Fact, Conclusions of Law, Ruling of the Referee, and Decree of the Water Court in accordance with C.R.S. § 37-92-303(1).

FINDINGS OF FACT

Based upon a preponderance of the evidence, the Court finds the following:

1. **Procedural Background.**

1.1. **Applicant.** Lardyn Consulting, LLC (“Lardyn”), 18413 CR 42.5, Sterling, CO 80751, Telephone: 970-522-2821.

1.2. **Application.** The Applicant filed its Application for Finding of Reasonable Diligence and to Make Water Rights Absolute in Part (“Application”) in Case No. 19CW3051 on March 27, 2019 and it was referred to the Water Referee pursuant to C.R.S. § 37-92-302(4). The Application was published in the March 2019 Water Division No. 1 Resume pursuant to C.R.S. § 37-92-302(3)(a).

1.3. Summary of Consultation. A Summary of Consultation was issued on June 30, 2019. All concerns raised in the Summary of Consultation have been addressed in this Decree.

1.4. Notice and Jurisdiction. Timely and adequate notice of the Application was published in the Resume for Water Division 1, as required by law, with proof of publication filed on June 6, 2019. The time for filing statements of opposition has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

1.5. No Designated Groundwater. The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

1.6. Objectors. No Statements of Opposition were filed in this matter.

2. Description of Conditional Underground Water Rights.

2.1. Shop Well.

2.1.1. Original Decree. The original decree was entered by the Water Court, Water Division 1, on March 15, 2013, in Case No. 10CW268.

2.1.2. Legal Description. The Shop Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado, on land owned by Lardyn. The well is located 730 feet from the north section line, and 2225 feet from the east section line.

2.1.3. Source. Groundwater tributary to the South Platte River and its tributaries.

2.1.4. Appropriation Date. January 25, 2011.

2.1.5. Decreed Amount. 50 g.p.m., conditional.

2.1.6. Uses. Fully consumptive stock watering, feedlot, commercial, and industrial uses.

2.2. Windmill Well.

2.2.1. Original Decree. The original decree was entered by the Water Court, Water Division 1, on March 15, 2013, in Case No. 10CW268.

2.2.2. Legal Description. The Windmill Well is located in the NW¼ NE¼ of Section 19, Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado, on land owned by Lardyn. The well is located 1112 feet from the north section line, and 2518 feet from the east section line.

2.2.3. Source. Groundwater tributary to the South Platte River and its tributaries.

2.2.4. Appropriation Date. October 29, 2010.

2.2.5. Decreed Amount. 50 g.p.m., conditional.

2.2.6. Uses. Fully consumptive stock watering, feedlot, commercial, and industrial uses.

3. Findings of Diligence. The Applicant has been diligent in the continued use and development of these conditional underground water rights which are an integral part of its feedlot business. These efforts include the following:

3.1. The Shop Well has been in continuous operation during the diligence period supplying water for the feedlot on the property owned by Applicant, and previously, Two Mile Ranch. North Sterling Irrigation District's diversion records show that the Shop Well water right was in priority and pumping 14.87 g.p.m. (i.e., 2.0 acre-feet per month or 24.0 acre-feet per year) in February 2013 for commercial purposes at the feedlot. Applicant plans to begin construction of the Windmill Well in Spring 2019 depending on weather and a pending land use application before the Logan County Commissioners.

3.2. Applicant has actively protected the subject water rights from potential injury by performing monthly reviews of the Water Division 1 water court resume to determine whether the filing of statements of opposition was necessary to protect its water rights in Water Division 1, including these conditional water rights.

3.3. The Court finds that during this diligence period, the Applicant performed project specific work toward development of the subject water rights and application of the rights to beneficial use, and protected the subject water rights by performing monthly reviews of the Water Division 1 water court resume and participating in litigation opposing the applications of others, as necessary.

3.4. The Court finds the Applicant has shown reasonable diligence in the development of the Shop Well and Windmill Well water rights.

4. Finding that a Portion of the Water Rights Should Be Made Absolute. North Sterling Irrigation District diversion records show that the Shop Well water right was in priority and 14.87 g.p.m. was diverted in February 2013 and used for feedlot purposes. The Court finds that 14.87 g.p.m. of the Shop Well water right is hereby made absolute for fully consumptive stock watering, feedlot, commercial, and industrial uses in the Applicant's feedlot.

CONCLUSIONS OF LAW

5. Incorporation. To the extent they constitute legal conclusions, the foregoing Findings of Fact are incorporated herein.

6. Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of this proceeding *in rem* has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

RULING OF THE REFEREE AND DECREE OF THE WATER COURT

7. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference as if fully set forth herein.

8. Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, RULED, AND DECREED BY THE COURT that the Application for a finding of reasonable diligence in the development of the conditional water rights described above and to make 14.87 g.p.m. of the conditional right decreed to the Shop Well absolute for all decreed uses is hereby granted.

9. Filing With Water Clerk. It is ordered that this Decree shall be filed with the Water Clerk and shall become effective upon such filing.

10. Filing With State and Division Engineer. It is further ordered that a copy of this Decree shall be filed with the appropriate Division Engineer and the State Engineer.

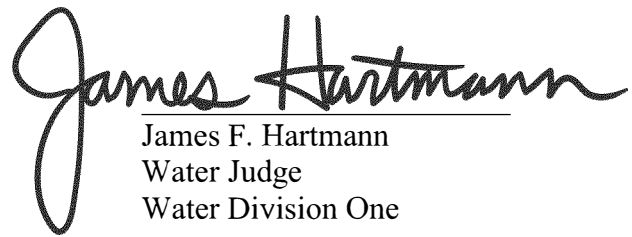
Date: July 30, 2019



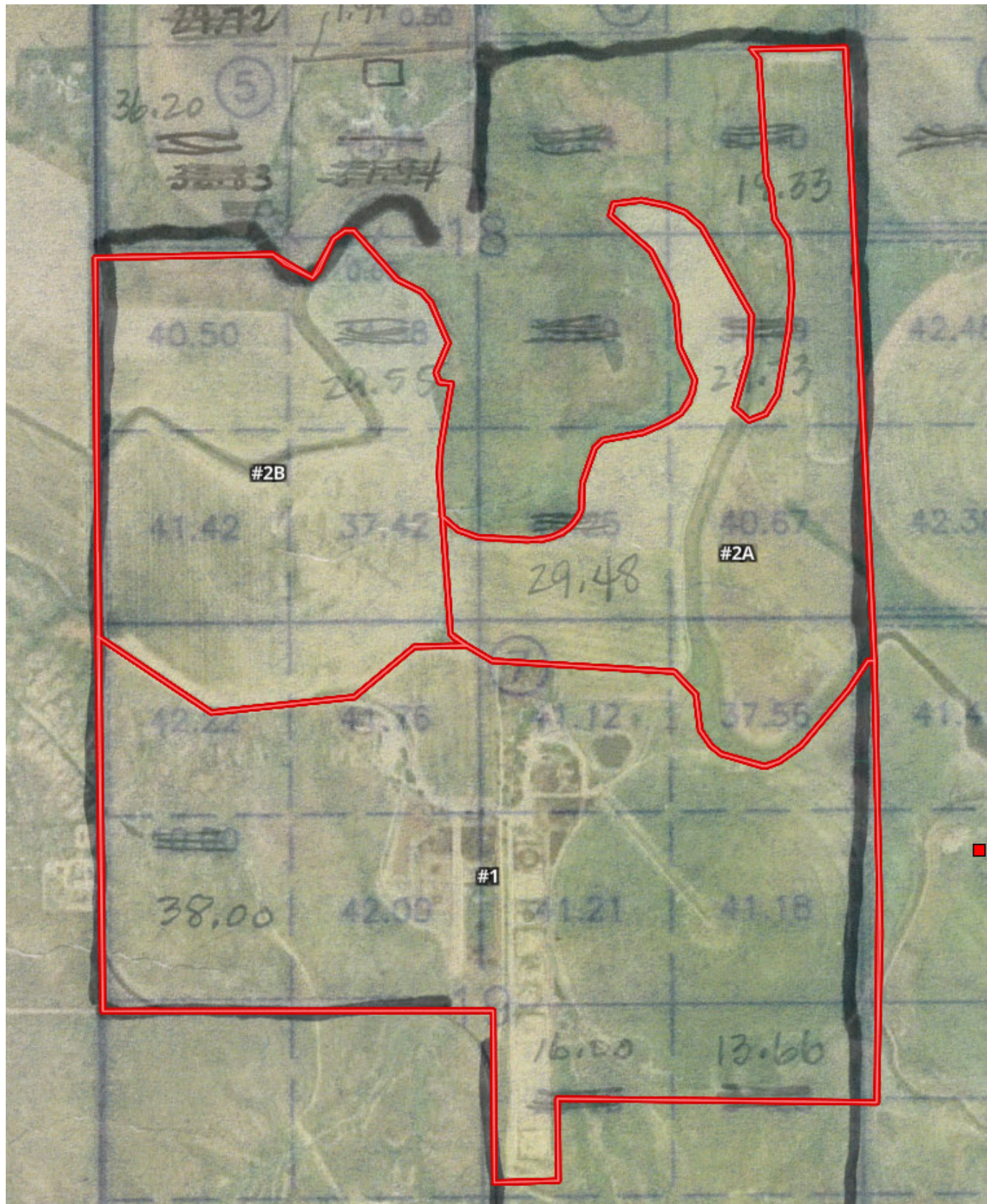
John S. Cowan
Water Referee
Water Division One

The court finds that no protest was filed in this matter. The foregoing ruling is confirmed and approved and is made the judgment and decree of this Court.

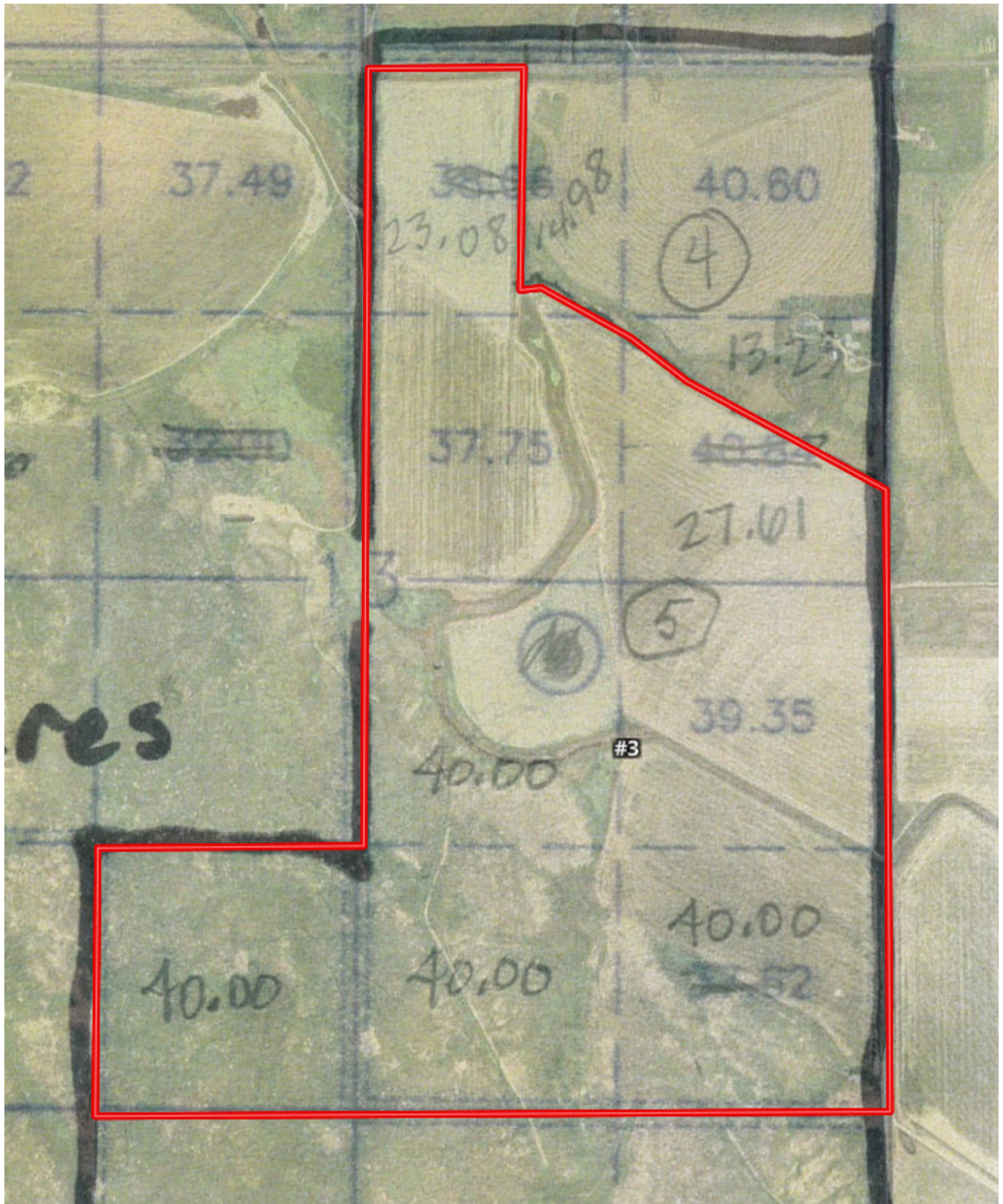
Date: August 21, 2019


James F. Hartmann
Water Judge
Water Division One

NSID Water Map—East Side of Road



NSID Water Map—West Side of Road





38048319100237
18509 COUNTY ROAD 42.5, STERLING, CO 80751-9664, 18503
COUNTY ROAD 42.5, STERLING, CO 80751-9613

Total Value
\$1,127,892

OVERVIEW

KEY INFORMATION

Parcel #	38048319100237	Account #	38048319100237
Owner	NEBRASKA BANK		
Mailing Address	PO BOX 220 69336-0220 BRIDGEPORT NE		
Legal	S2 & S2NE4 & 1 AC IN S2NW4 SEC 18 DESC AS FOLLOWS; BEG AT A PT FROM WHENCE QUARTER COR OF W LN SEC 18 BEARS S88D50'W 1622'; TH N26D35'E 110'; TH N48D10'E 40'; TH N60D50'E 70'; TH S78D15'E 50'; TH S57D20'E 50'; TH S48D0'E 60'; TH S49D30'E 126'; TH S88D50'W 340' TO POB. EXC A TRACT IN SW4 DESC AS FOLLOWS; BEG AT A PT FROM WHENCE THE QUARTER CORNER ON W LINE SEC 18 BEARS S88D50'W 1255'; TH S37D30'E 41'; TH S52D12'E 43'; TH S65D36'E 31'; TH S66D15'E 136'; TH N49DE 90'; TH N5D15'E 85'; TH S88D50'W 300' TO POB. & N2 & SE4 SEC 19 EXC A PARCEL IN SE4 DESC AS FOLLOWS; BEG AT SE COR SEC 19; TH S89D46'05W 2658.48'; TH N0D28'15W 1419.12'; TH N87D50'15E 445.60'; TH N0D43'45W 571.74'; TH S88D56'40E 1002.03'; TH S89D13'55E 1232.46'; TH S0D03'40W 1961.82' TO POB. 18/19 09-52 & EXC PARC OF LAND IN S2NE4 & IN S2 SEC 18-09-52 DESC AS FOLLOWS; COMM NW COR OF S2 SEC 18; TH N88D39'35E ALG N LINE S2 1945.0' TO TPOB; TH N88D39'35E ALG N LINE S2 766.02' TO SW COR S2NE4; TH N1D44'45W ALG		
Neighborhood	AG RES	Class	-
Township	9N	Range	52W
Section	19	Subdivision	-
Tax District	113		
Analysis Area	0.00		

ASSESSMENT INFORMATION

	Actual	Assessed
Land	\$415,422	\$110,980
Improvement	\$712,470	\$117,410
Total	\$1,127,892	\$228,390

IMPROVEMENTS

1 - FARM UTILITY BUILDING

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1932	Year Remodeled	N/A
Total Size	384				

DETAIL TYPE**DETAIL****AREA / COUNT**

Exterior Walls

Base Cost

0.00

Heating, Cooling & Ventilation

No HVAC

384.00

2 - SINGLE-FAMILY RESIDENCE - RANCH

Style	Ranch 1 Story	Bedrooms	3	Full Baths	2
Half Baths	0	Year Built	1910	Year Remodeled	1929
Total Size	1600				

DETAIL TYPE**DETAIL****AREA / COUNT**

Basement

Partition Finish Area

1,028.00

Basement

Total Basement Area

1,218.00

Basement

Total Basement Area

1,028.00

Built-In Appliances

Automatic Appliance Allowance

0.00

Exterior Walls

Frame, Siding, Wood

0.00

Floor Cover

Automatic Floor Cover Allowance

0.00

Heating/Cooling

Forced Air Furnace

0.00

Plumbing Fixtures

Plumbing Fixtures

8.00

Porches, Decks, Breezeways

Open Slab Porch

64.00

Roofing

Composition Shingle

0.00

1 - FARM IMPLEMENT BUILDING

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1958	Year Remodeled	N/A
Total Size	1000				

DETAIL TYPE**DETAIL****AREA / COUNT**

Exterior Walls

Base Cost

0.00

Heating, Cooling & Ventilation

No HVAC

1,000.00

2 - SINGLE-FAMILY RESIDENCE - RANCH

Style	Ranch 1 Story	Bedrooms	2	Full Baths	1
Half Baths	0	Year Built	1920	Year Remodeled	1928
Total Size	1170				

DETAIL TYPE**DETAIL****AREA / COUNT**

Built-In Appliances

Automatic Appliance Allowance

0.00

Exterior Walls

Frame Stucco

0.00

Floor Cover

Automatic Floor Cover Allowance

0.00

Heating/Cooling

Wall Heaters

0.00

Plumbing Fixtures

Plumbing Fixtures

5.00

Porches, Decks, Breezeways

Enclosed Porch, Solid Walls

328.00

Roofing

Composition Shingle

0.00

1 - LOAFING SHED

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1958	Year Remodeled	N/A
Total Size	1920				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	1,920.00

2 - SINGLE-FAMILY RESIDENCE - RANCH

Style	Ranch 1 Story	Bedrooms	2	Full Baths	1
Half Baths	0	Year Built	1920	Year Remodeled	1930
Total Size	1064				

DETAIL TYPE	DETAIL	AREA / COUNT
Built-In Appliances	Automatic Appliance Allowance	0.00
Exterior Walls	Frame, Siding, Wood	0.00
Floor Cover	Automatic Floor Cover Allowance	0.00
Heating/Cooling	Forced Air Furnace	0.00
Plumbing Fixtures	Plumbing Fixtures	5.00
Porches, Decks, Breezeways	Enclosed Porch, Solid Walls	176.00
Roofing	Composition Shingle	0.00

1 - FARM IMPLEMENT BUILDING

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1952	Year Remodeled	N/A
Total Size	1280				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	1,280.00

2 - SINGLE-FAMILY RESIDENCE - 2½ STORY FIN

Style	2 1/2 Story Finished	Bedrooms	4	Full Baths	4
Half Baths	0	Year Built	1951	Year Remodeled	1960
Total Size	2687				

DETAIL TYPE	DETAIL	AREA / COUNT
Balconies	Wood Balcony w/Roof, Wood Rails, Plastered Soffit	63.00
Basement	Minimal Finish Area	1,218.00
Built-In Appliances	Automatic Appliance Allowance	0.00
Exterior Walls	Frame, Siding, Metal	0.00
Floor Cover	Automatic Floor Cover Allowance	0.00
Garage/Carport	Built-in Garage	441.00
Heating/Cooling	Air to Air Exchange System	0.00
Plumbing Fixtures	Plumbing Fixtures	15.00
Porches, Decks, Breezeways	Open Slab Porch	216.00
Roofing	Composition Shingle	0.00

1 - FARM IMPLEMENT BUILDING

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2009	Year Remodeled	2009
Total Size	1200				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	1,200.00

1 - FARM UTILITY STORAGE SHED

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2009	Year Remodeled	2009

Total Size	96
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DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	96.00

1 - GRAIN STORAGE

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2011	Year Remodeled	2011
Total Size	1017				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	1,017.00

1 - GRAIN STORAGE

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2011	Year Remodeled	2011
Total Size	1017				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00
Heating, Cooling & Ventilation	No HVAC	1,017.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1900	Year Remodeled	1900
Total Size	120				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1900	Year Remodeled	1900
Total Size	2226				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1927	Year Remodeled	1927
Total Size	1				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	5850	Year Remodeled	1950

Total Size	96
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DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1927	Year Remodeled	1927
Total Size	896				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1950	Year Remodeled	1980
Total Size	592				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2008	Year Remodeled	1980
Total Size	1800				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1950	Year Remodeled	1980
Total Size	560				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2008	Year Remodeled	1980
Total Size	1861				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2009	Year Remodeled	2009
Total Size	1300				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2009	Year Remodeled	2009
Total Size	4766				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2009	Year Remodeled	2009
Total Size	1				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1980	Year Remodeled	1980
Total Size	2500				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1920	Year Remodeled	1920
Total Size	576				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2011	Year Remodeled	2011
Total Size	990				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

1 - OUTBUILDINGS

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	2011	Year Remodeled	2011
Total Size	5270				

DETAIL TYPE	DETAIL	AREA / COUNT
Exterior Walls	Base Cost	0.00

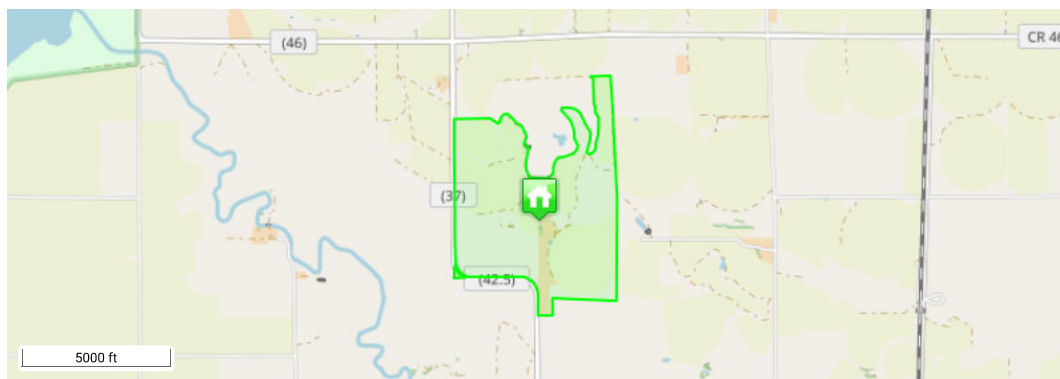
LAND DETAILS

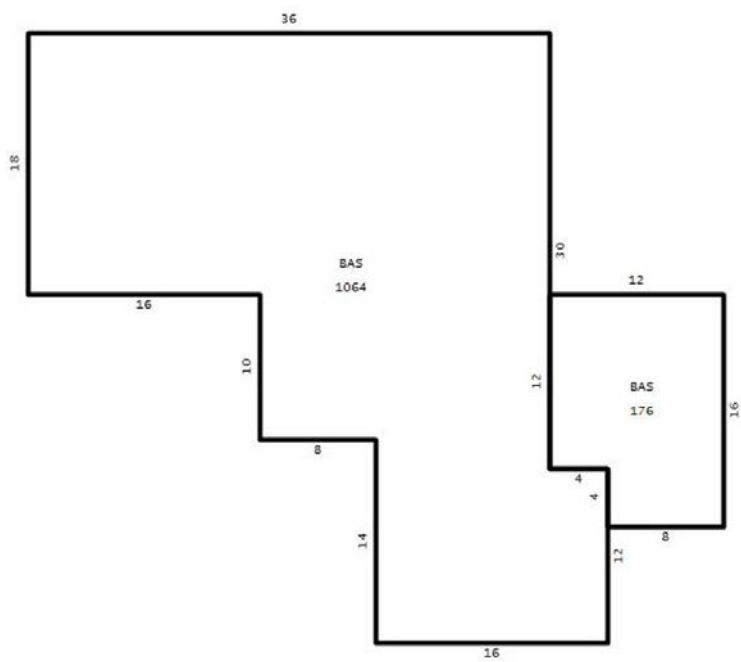
#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0	0.00	38.00	1655280.00	4180 OTHER AG LAND	\$87,400
2	0	0	0.00	10.00	435600.00	4127 DRYFARM LAND	\$616
3	0	0	0.00	151.00	6577560.00	4147 GRAZING LAND 1- 5 TOTAL	\$3,832
4	0	0	0.00	15.00	653400.00	4117 FLOOD IRRIGATED	\$12,347
5	0	0	0.00	120.00	5227200.00	4117 FLOOD IRRIGATED	\$93,725
6	0	0	0.00	85.00	3702600.00	4117 FLOOD IRRIGATED	\$59,227
7	0	0	0.00	4.00	174240.00	4117 FLOOD IRRIGATED	\$2,619
8	0	0	0.00	5.00	217800.00	4117 FLOOD IRRIGATED	\$3,063
9	0	0	0.00	28.00	1219680.00	4167 AG WASTE LAND	\$0
10	0	0	0.00	187.82	8181439.00	4107 SPRINKLED IRRIGATED LAND	\$144,606
11	0	0	0.00	4.00	174240.00	4107 SPRINKLED IRRIGATED LAND	\$2,574
12	0	0	0.00	9.00	392040.00	4107 SPRINKLED IRRIGATED LAND	\$5,413

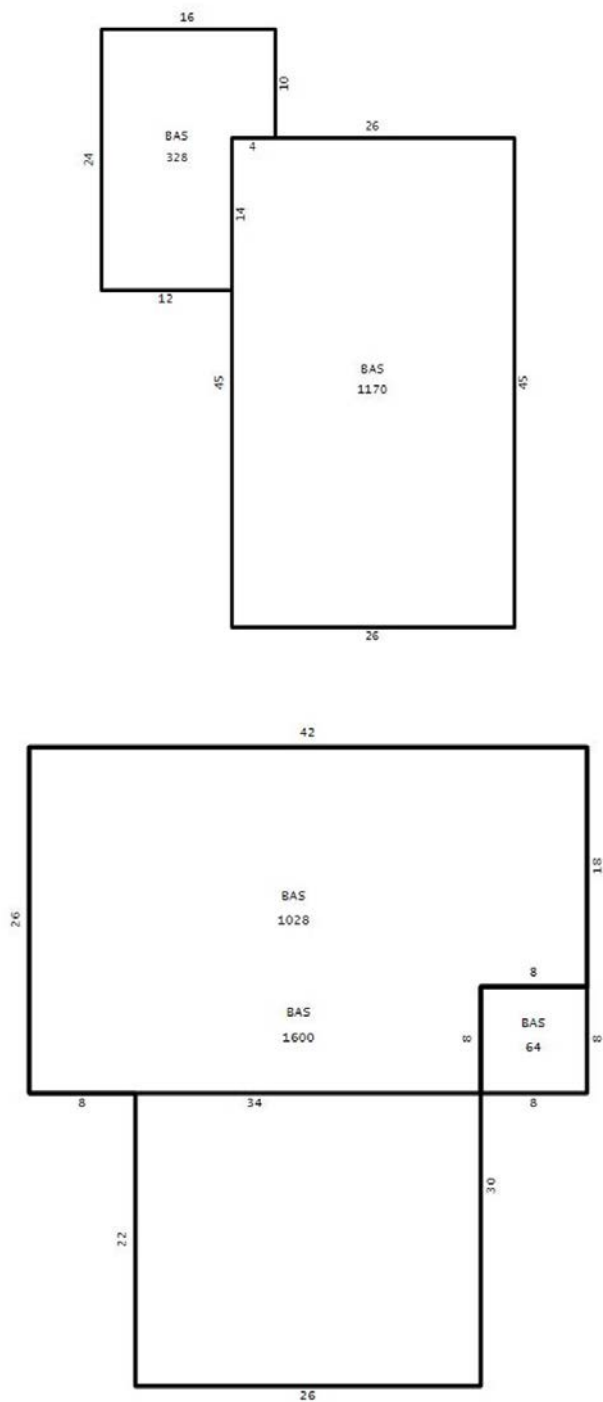
TAX INFORMATION

Tax Year	2023
Statement #	19399
Total Taxes	\$29,435.74
First Half Due	\$0.00
Second Half Due	\$0.00

Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment









Logan County Public Records Search

38048319100237
18509 COUNTY ROAD 42.5, STERLING, CO 80751-9664, 18503
COUNTY ROAD 42.5, STERLING, CO 80751-9613

Total Value
\$1,127,892

OVERVIEW

KEY INFORMATION

Parcel #	38048319100237	Account #	38048319100237
Owner	NEBRASKA BANK		
Mailing Address	PO BOX 220 69336-0220 BRIDGEPORT NE		
Legal	S2 & S2NE4 & 1 AC IN S2NW4 SEC 18 DESC AS FOLLOWS; BEG AT A PT FROM WHENCE QUARTER COR OF W LN SEC 18 BEARS S88D50'W 1622'; TH N26D35'E 110'; TH N48D10'E 40';TH N60D50'E 70'; TH S78D15'E 50'; TH S57D20'E 50'; TH S48D0'E 60'; TH S49D30'E 126'; TH S88D50'W 340' TO POB. EXC A TRACT IN SW4 DESC AS FOLLOWS; BEG AT A PT FROM WHENCE THE QUARTER CORNER ON W LINE SEC 18 BEARS S88D50'W 1255'; TH S37D30'E 41'; TH S52D12'E 43'; TH S65D36'E 31'; TH S66D15'E 136'; TH N49DE 90'; TH N5D15'E 85'; TH S88D50'W 300' TO POB. & N2 & SE4 SEC 19 EXC A PARCEL IN SE4 DESC AS FOLLOWS; BEG AT SE COR SEC 19; TH S89D46'05W 2658.48'; TH N0D28'15W 1419.12'; TH N87D50'15E 445.60'; TH N0D43'45W 571.74'; TH S88D56'40E 1002.03'; TH S89D13'55E 1232.46'; TH S0D03'40W 1961.82' TO POB. 18/19 09-52 & EXC PARC OF LAND IN S2NE4 & IN S2 SEC 18-09-52 DESC AS FOLLOWS; COMM NW COR OF S2 SEC 18; TH N88D39'35E ALG N LINE S2 1945.0' TO TPOB; TH N88D39'35E ALG N LINE S2 766.02' TO SW COR S2NE4; TH N1D44'45W ALG		
Neighborhood	AG RES	Class	-
Township	9N	Range	52W
Section	19	Subdivision	-
Tax District	113		
Analysis Area	0.00		

ASSESSMENT INFORMATION

	Actual	Assessed
Land	\$415,422	\$110,980
Improvement	\$712,470	\$117,410
Total	\$1,127,892	\$228,390

IMPROVEMENTS

1 - FARM UTILITY BUILDING

Style	N/A	Bedrooms	0	Full Baths	0
Half Baths	0	Year Built	1932	Year Remodeled	N/A
Total Size	384				

DETAIL TYPE**DETAIL****AREA / COUNT**

Exterior Walls

Base Cost

0.00

Heating, Cooling & Ventilation

No HVAC

384.00

2 - SINGLE-FAMILY RESIDENCE - RANCH**1 - FARM IMPLEMENT BUILDING****2 - SINGLE-FAMILY RESIDENCE - RANCH****1 - LOAFING SHED****2 - SINGLE-FAMILY RESIDENCE - RANCH****1 - FARM IMPLEMENT BUILDING****2 - SINGLE-FAMILY RESIDENCE - 2½ STORY FIN****1 - FARM IMPLEMENT BUILDING****1 - FARM UTILITY STORAGE SHED****1 - GRAIN STORAGE****1 - GRAIN STORAGE****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****1 - OUTBUILDINGS****LAND DETAILS**

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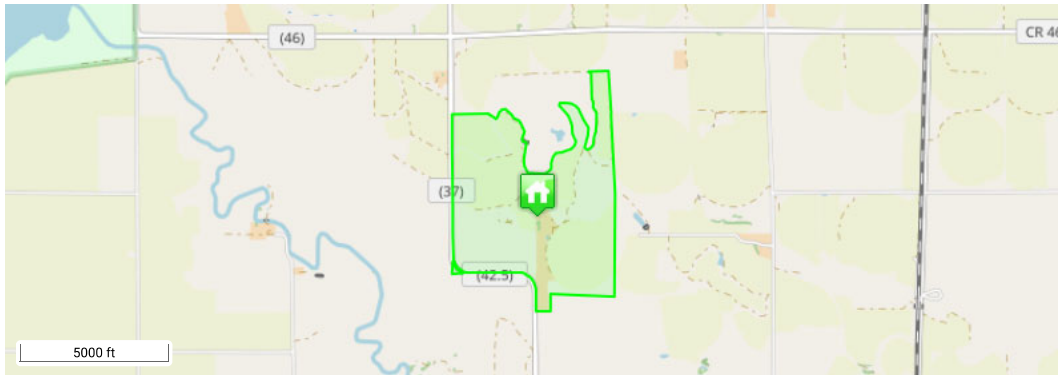
TRANSFER HISTORY

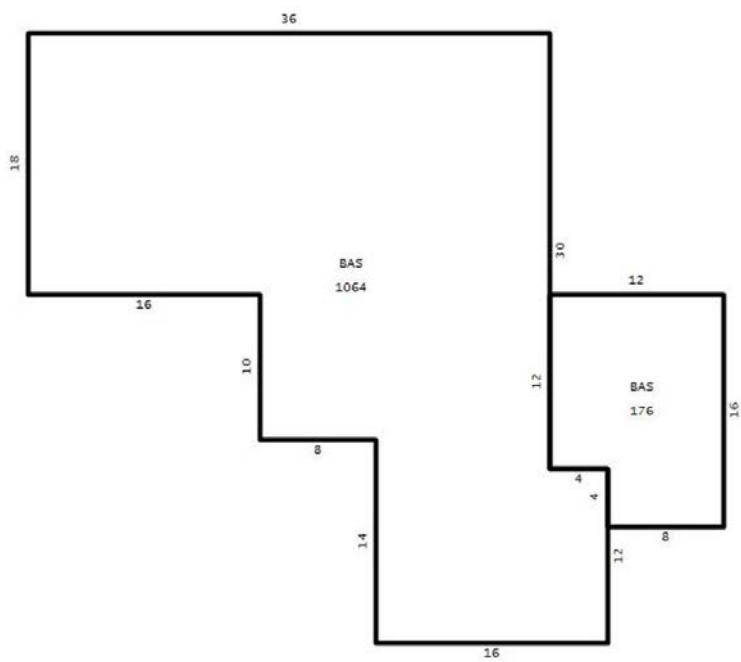
SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
01/05/2024	\$0	769309	CONFIRMATION DEED(CF)	NEBRASKA BANK c/o:	LARDYN CONSULTING LLC	-
12/20/2023	\$6,275,000	769008	CERTIFICATE PURCHASE(CP)	NEBRASKA BANK	LARDYN CONSULTING LLC	-
04/28/2017	\$0	733624	QUIT CLAIM DEED(QC)	Buyer	LARDYN CONSULTING LLC	-
04/28/2017	\$4,270,000	733623	WARRANTY DEED(WD)	Buyer	LARDYN CONSULTING LLC	-
06/13/2016	\$0	729536	PERSONAL REPRESENTAT(PR)	Buyer	TWO MILE RANCH	-
12/02/2002	\$862,500	655072	WARRANTY DEED(WD)	Buyer	TWO MILE RANCH	-
12/02/2002	\$0	655073	QUIT CLAIM DEED(QC)	Buyer	TWO MILE RANCH	-

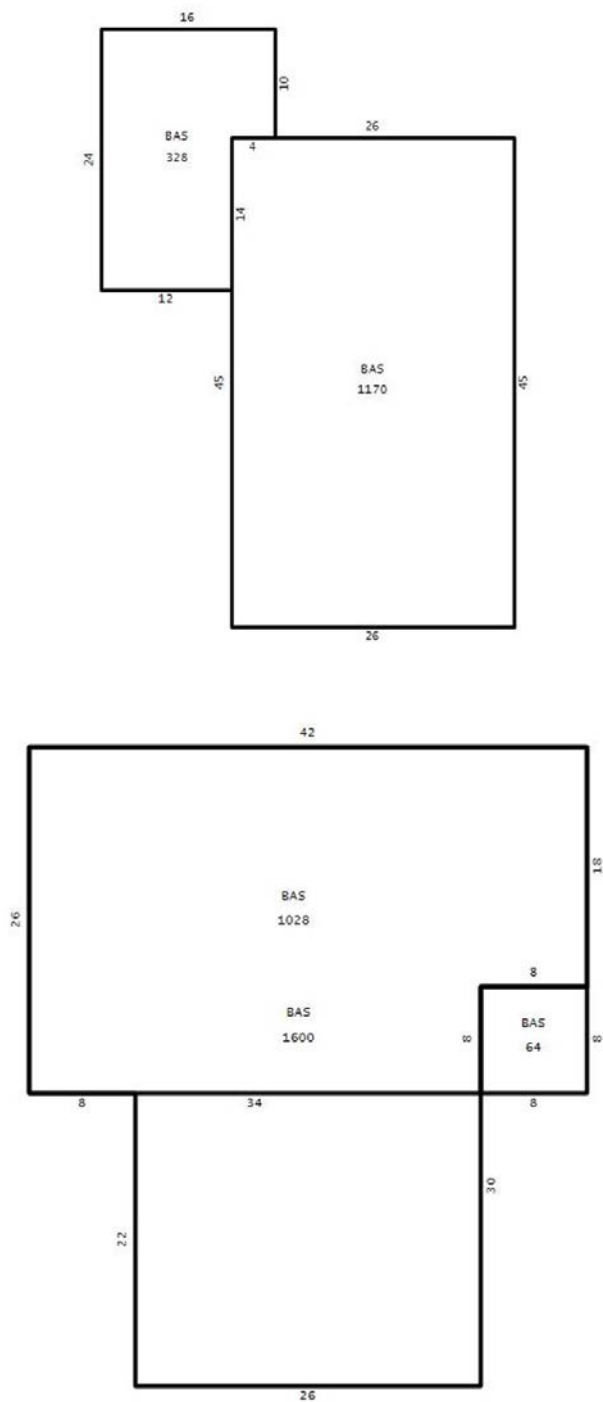
TAX INFORMATION

Tax Year	2023
Statement #	19399
Total Taxes	\$29,435.74
First Half Due	\$0.00
Second Half Due	\$0.00

Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment







LOGAN COUNTY PROPERTY TAX STATEMENT

2023 Taxes Payable in 2024

Real Estate

Date: 1/19/2024

PROPERTY DESCRIPTION

Statement #: 19399CAMA Account #: 38048319100237

Parcel #: 38048319100237Tax District: 113 - 113 - REAL

Property Address: 18503 COUNTY ROAD 42.5 - STERLING, CO 80751-9613

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 656.820000

S2 & S2NE4 & 1 AC IN S2NW4 SEC 18 DESC AS FOLLOWS; BEG AT A PT FROM WHENCE QUARTER COR OF W LN SEC 18 BEARS S88D50'W 1622'; TH N26D35'E 110'; TH N48D10'E 40';TH N60D50'E 70'; TH

Owner ID #: LARD00003

Owner Name: LARDYN CONSULTING LLC

Owner Address: NEBRASKA BANK
PO BOX 220
BRIDGEPORT, NE 69336-0220

PATRICIA BARTLETT
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO - 80751
970-522-2462
treasurer@logancountyco.gov

VALUATION		
	Actual	Assessed
Land Value	415,422	110,980
Improv. Value	712,470	117,410
Total Value	1,127,892	228,390
Adj. Assd. Value		224,710

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
113	County	17.942000	4,031.74
113	LOGAN COUNTY PEST CONTROL	0.505000	113.48
113	LOWER SOUTH PLATTE WATER	1.000000	224.71
113	NORTHERN COLORADO WATER	1.000000	224.71
113	RE-1 VALLEY SCHOOL DISTRICT	31.327000	7,039.49
113	STERLING RURAL FIRE DIST	5.670000	1,274.11
Grand Totals:		57.444000	12,908.24

TAX SUMMARY		
Levied Taxes		12,908.24
NSI		16,527.50
ONLINE PAYMENTS AT: HTTPS://PROPERTY.SPATIALEST.COM/CO/LOGAN		
Amount Due:		29,435.74
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/29/2024	14,717.87
Second Half Tax:	06/17/2024	14,717.87
Full Year Tax:	04/30/2024	29,435.74

PROPERTY STATUS CODES
In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.578000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.
--

- Use enclosed envelope to mail payment.
 - Post dated checks are not acceptable.
 - If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".
 - The Treasurer's Office if required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.
- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.
 - Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.
 - Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2023 Taxes Payable in 2024

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 19399

ACCOUNT #: 38048319100237

TAXPAYER ID #: LARD00003
LARDYN CONSULTING LLC

PO BOX 220
BRIDGEPORT, NE 69336-0220

2ND HALF DUE BY 06/17/2024

14,717.87

2 * 220235000019399 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO 80751

2023 Taxes Payable in 2024

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 19399

ACCOUNT #: 38048319100237

TAXPAYER ID #: LARD00003
LARDYN CONSULTING LLC

PO BOX 220
BRIDGEPORT, NE 69336-0220

1ST HALF DUE BY 02/29/2024

14,717.87

1 * 120235000019399 *

FULL AMOUNT DUE BY 04/30/2024

29,435.74

F * 320235000019399 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO 80751



38048113100001
09-53 SEC 13, STERLING, CO 80751

Total Value
\$120,681

OVERVIEW

KEY INFORMATION

Parcel #	38048113100001	Account #	38048113100001
Owner	NEBRASKA BANK		
Mailing Address	PO BOX 220 69336-0220 BRIDGEPORT NE		
Legal	E2 & SE4SW4 EXC A 68.81 AC PARCEL OF LAND IN NE4 SEC 13 DESC AS FOLLOWS; COMM AT NE COR SEC 13; TH S0D22'40E 2133.67'; TH N88D39'25W 53.86'; TH N61D02'35W 454.47'; TH N61D51'40W 373.40'; N60D11'20 W 273.0'; TH N49D57'05W 247.48'; TH N57D24'15W 110.53'; TH N62D59'20W 183.97'; TH N59D47'15W 113.83'; TH N56D47'10W 197.94'; TH N73D25'35W 48.42'; TH S78D53'50W 95.24'; TH N2D07'10E 481.13'; TH N0D50'30E 654.60'; TH N89D56'50E 1826.44' TO POB. 13-09-53_		
Neighborhood	AG LAND	Class	-
Township	9N	Range	53W
Section	13	Subdivision	-
Tax District	113		
Analysis Area	0.00		

ASSESSMENT INFORMATION

	Actual	Assessed
Land	\$120,681	\$31,860
Improvement	-	-
Total	\$120,681	\$31,860

IMPROVEMENTS

No data to display

LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0	0.00	21.00	914760.00	4147 GRAZING LAND 1- 5 TOTAL	\$943
2	0	0	0.00	6.00	261360.00	4147 GRAZING LAND 1- 5 TOTAL	\$182
3	0	0	0.00	97.00	4225320.00	4147 GRAZING LAND 1- 5 TOTAL	\$2,462
4	0	0	0.00	65.00	2831400.00	4117 FLOOD IRRIGATED	\$50,768
5	0	0	0.00	6.00	261360.00	4117 FLOOD IRRIGATED	\$4,181
6	0	0	0.00	14.00	609840.00	4117 FLOOD IRRIGATED	\$8,576
7	0	0	0.00	60.00	2613600.00	4107 SPRINKLED IRRIGATED LAND	\$46,195
8	0	0	0.00	9.00	392040.00	4107 SPRINKLED IRRIGATED LAND	\$6,171
9	0	0	0.00	2.00	87120.00	4107 SPRINKLED IRRIGATED LAND	\$1,203

TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
01/05/2024	\$0	769309	CONFIRMATION DEED(CF)	NEBRASKA BANK c/o:	LARDYN CONSULTING LLC	-
12/20/2023	\$6,275,000	769008	CERTIFICATE PURCHASE(CP)	NEBRASKA BANK	LARDYN CONSULTING LLC	-
04/13/2023	\$0	765865	CORRECTIVE AFFIDAVIT(CA)	LARDYN CONSULTING LLC c/o:	LARDYN CONSULTING LLC	-
04/28/2017	\$0	733624	QUIT CLAIM DEED(QC)	Buyer	LARDYN CONSULTING LLC	-
04/28/2017	\$4,270,000	733623	WARRANTY DEED(WD)	Buyer	LARDYN CONSULTING LLC	-
11/08/2007	\$0	685726	CORRECTION DEED(CD)	Buyer	TWO MILE RANCH	-
04/01/2005	\$240,000	669721	WARRANTY DEED(WD)	Buyer	TWO MILE RANCH	-

TAX INFORMATION

Tax Year	2023
Statement #	19643
Total Taxes	\$5,350.18
First Half Due	\$0.00
Second Half Due	\$0.00

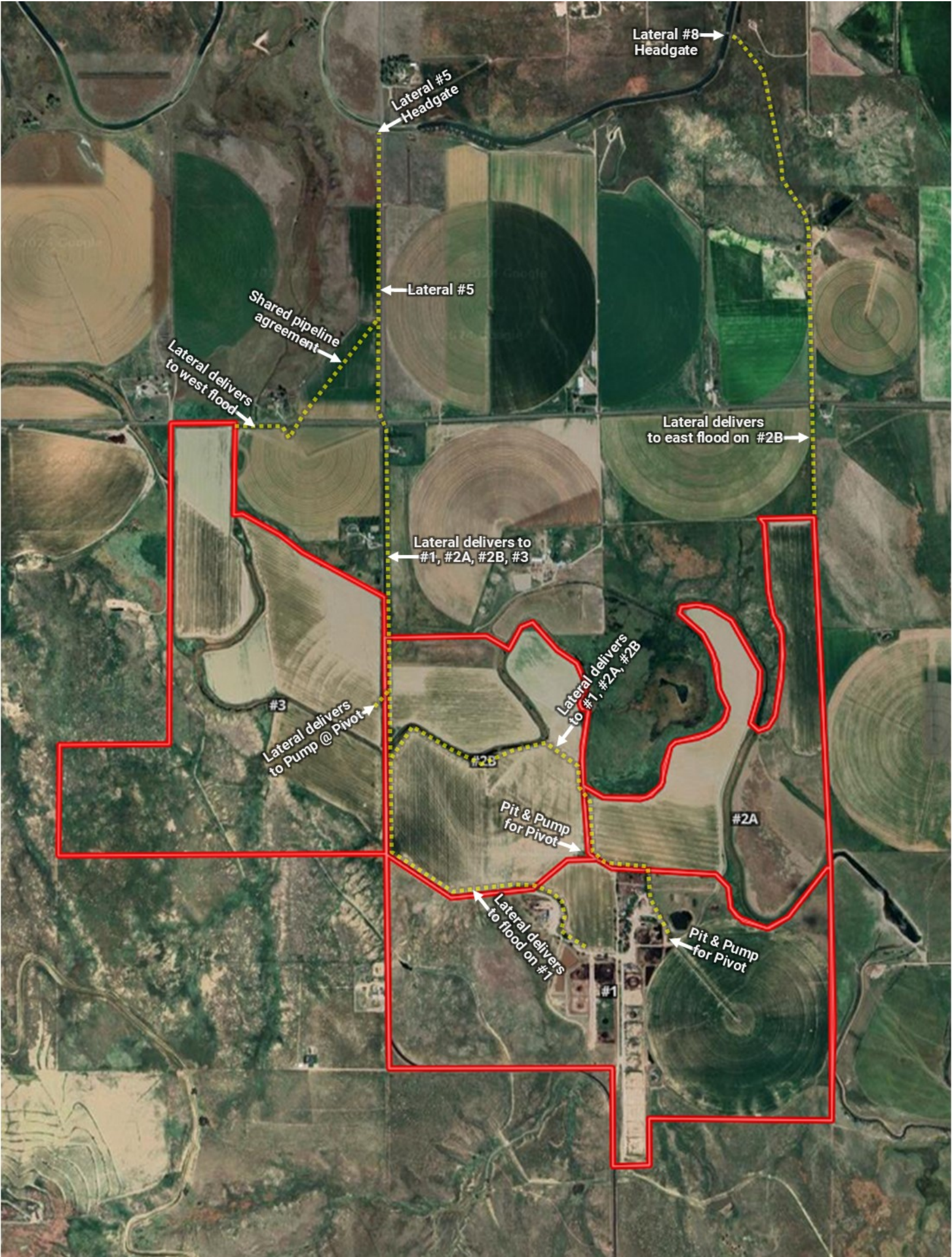
Taxes due do not include interest that may be due. Please contact the County Treasurer at **970-522-2462** to confirm the amount payable before making payment



No Photo Available



Lateral #5 and #8 Map



Access Easement Map



LOGAN COUNTY PROPERTY TAX STATEMENT

2023 Taxes Payable in 2024

Real Estate

Date: 1/19/2024

PROPERTY DESCRIPTION

Statement #: 19643CAMA Account #: 38048113100001

Parcel #: 38048113100001Tax District: 113 - 113 - REAL

Property Address: 09-53 SEC 13 - STERLING, CO 80751

Land Nbhd:Block:Lot:

Legal Description (may be incomplete):Total Acres: 280.000000

E2 & SE4SW4 EXC A 68.81 AC PARCEL OF LAND IN NE4 SEC 13 DESC AS FOLLOWS; COMM AT NE COR SEC 13; TH S0D22'40"E 2133.67'; TH N88D39'25"W 53.86'; TH N61D02'35"W 454.47'; TH N61D51'40"W

Owner ID #: LARD00003

Owner Name: LARDYN CONSULTING LLC

Owner Address: NEBRASKA BANK
PO BOX 220
BRIDGEPORT, NE 69336-0220

PATRICIA BARTLETT
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO - 80751
970-522-2462
treasurer@logancountyco.gov

VALUATION		
	Actual	Assessed
Land Value	120,681	31,860
Improv. Value	0	0
Total Value	120,681	31,860
Adj. Assd. Value		31,860

ASSESSED VALUE X MILL LEVY = LEVIED TAX

DIST AUTHORITY		MILL LEVY	LEVIED TAX
113	County	17.942000	571.63
113	LOGAN COUNTY PEST CONTROL	0.505000	16.09
113	LOWER SOUTH PLATTE WATER	1.000000	31.86
113	NORTHERN COLORADO WATER	1.000000	31.86
113	RE-1 VALLEY SCHOOL DISTRICT	31.327000	998.09
113	STERLING RURAL FIRE DIST	5.670000	180.65
Grand Totals:		57.444000	1,830.18

TAX SUMMARY		
Levied Taxes		1,830.18
NSI		3,520.00
ONLINE PAYMENTS AT: HTTPS://PROPERTY.SPATIALEST.COM/CO/LOGAN		
Amount Due:		5,350.18
PAYMENT	DUE DATE	TAX AMOUNT
First Half Tax:	02/29/2024	2,675.09
Second Half Tax:	06/17/2024	2,675.09
Full Year Tax:	04/30/2024	5,350.18

PROPERTY STATUS CODES

In absence of State Legislative Funding, your School Fund Mill Levy would have been: 80.578000

Is your Mortgage Company responsible to pay your taxes? Not Sure? Check with your Mortgage Company before sending payment to us.

- Use enclosed envelope to mail payment.
 - Post dated checks are not acceptable.
 - If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold".
 - The Treasurer's Office if required by law to send this notice to the owner of record. If your taxes are paid by a mortgage company, please keep this notice for your records.
- County Treasurer is not responsible for erroneous payments . If in doubt, please check with your mortgage holder to determine who is to make the tax payment. Failure to do so could result in delayed processing of your account.
 - Please write your CAMA account number(s) on your check for the properties your check is making payment. This will ensure the property credit is applied to the proper account.
 - Please see the back of this statement for credit card payment information. Credit card payments can be accepted up to August 31st of each year. Certified funds are required for payment as of September of each year.

2023 Taxes Payable in 2024

RETURN THIS COUPON FOR SECOND HALF PAYMENT

2nd HALF PAYMENT COUPON

Real Estate

STATEMENT #: 19643

ACCOUNT #: 38048113100001

TAXPAYER ID #: LARD00003
LARDYN CONSULTING LLC

PO BOX 220
BRIDGEPORT, NE 69336-0220

2ND HALF DUE BY 06/17/2024

2,675.09

² * 220235000019643 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO 80751

2023 Taxes Payable in 2024

RETURN THIS COUPON FOR FULL OR FIRST HALF PAYMENT

1st HALF/FULL PAYMENT COUPON

Real Estate

STATEMENT #: 19643

ACCOUNT #: 38048113100001

TAXPAYER ID #: LARD00003
LARDYN CONSULTING LLC

PO BOX 220
BRIDGEPORT, NE 69336-0220

1ST HALF DUE BY 02/29/2024

2,675.09

¹ * 120235000019643 *

FULL AMOUNT DUE BY 04/30/2024

5,350.18

^F * 320235000019643 *

CHECKS MUST BE DRAWN ON A UNITED STATES BANK AND PAYABLE TO:
LOGAN COUNTY TREASURER
315 Main Street Suite 4
Sterling, CO 80751


COLORADO
 Department of Public
 Health & Environment

Nutrient Management Plan
 (NMP)

General Information

 Facility Name: Lardyn Consulting

 Owner/Operator: Lardyn Consulting, LLC

 Facility Physical Address: 18413 County Road 42.5

 City: Sterling

 State: CO

 Zip Code: 80751
Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Elise York Owner/Manager

Owner/Operator's Name and Official Title (Print or Type)

 Signature: Elyse York

 Date Signed: 6/24/22
Nutrient Management Plan Information¹

NMP Public Notice Date:

NMP Approval Date:

 NMP Implementation Date²:

 NMP Revision Date³:

 Permit Expiration Date: January 10, 2027

All permitted CAFOs must keep a current and approved version of the NMP on-site at all times. All records associated with the permit and the NMP must be maintained on-site for at least a period of five years from the date created by the owner/operator.

¹ The Environmental Agriculture Program can provide this information

² The facility is expected to implement the NMP once it has been submitted to the Ag Program.

³ To revise an NMP, submit the most current version of the NMP and clearly identify changes from the previous version (preferably in track changes or highlighted).

If the changes to the terms of the NMP are considered substantial, the Ag Program will provide public notice regarding the proposed changes on the CDPHE's website for a period of 15 days. Information submitted by the CAFO in support of the changes will be available for public review and comment upon request during this time. Once changes to the terms of the NMP are incorporated into the permit, the Ag Program will notify the CAFO and inform the public of the final decision concerning the changes to the terms and conditions of the permit.

If changes are not substantial, the Ag Program will revise the terms of the NMP that are already incorporated into the permit, and notify the owner and/or the operator. Public notice will not be required.

I. Storage of Manure and Process Wastewater

Adequate storage of manure and process wastewater is maintained, including the implementation of the following procedures to ensure proper operation and maintenance of impoundments and tanks. [Regulation No. 61.17(8)(b)(iii)]

- (A) Except during the designed storm event, manure and process wastewater stored in impoundments and terminal tanks is removed as necessary to maintain a minimum of two feet of freeboard or the Ag Program approved alternative freeboard level.
- (B) Whenever the design capacity of impoundments and/or tanks is less than the volume required to store runoff from the designed storm event, the structures are dewatered to a level that restores the required capacity as soon as soils at land application sites have the water holding capacity receive process wastewater.

Associated Records (maintained for five years from the date created):

- 1) Records documenting the current design of all manure storage structures, including volume of solids accumulation, design treatment volume, total design volume, and approximate number of days of storage capacity.
- 2) Records documenting that manure and process wastewater stored in impoundments are removed (i.e. pumping records) as necessary to maintain the required storage capacity to contain runoff from the design storm event plus two-feet of freeboard (or alternate freeboard level approved by the program).
- 3) Weekly records of the depth of the manure and process wastewater in the liquid impoundment(s) and terminal storage tanks as indicated by the required depth marker. Records should include notation of the design storm pump-down level for each impoundment.
- 4) Daily records of inspections of water lines, including drinking water or cooling lines.

II. Animal Mortality Management

Animal mortalities are managed to prevent discharge of pollutants to surface water. Mortalities remain on the production area until disposal so that any possible runoff from the mortality storage area is directed toward the facility's wastewater impoundment (s) and are managed to ensure that they are not disposed of in a liquid manure, storm water, or process wastewater storage system that is not specifically designed to treat animal mortalities. [Regulation No. 61.17(8)(b)(iv)]

Method of Animal Mortality Handling (check all that apply):

☐ Composting

☒ Rendering

☐ Burial¹

☐ Other:

Mortality Storage Area ID		Impoundment/Tank/Drainage Basin ID
Animal Processing Area	Drains to	Pond 2
	Drains to	
	Drains to	

¹ Burial of animal mortalities at an offsite location owned by the CAFO is allowed. If burial is implemented the facility will ensure that the burial area is managed so that clean water runoff from precipitation events onto the area is not an issue.

Associated Records (maintained for five years from the date created):

- 1) Documentation demonstrating that animal mortalities are not disposed of in liquid manure, stormwater, or process wastewater storage system that is not specifically designed to treat animal mortalities.

III. Diversion of Clean Water

Clean water is diverted, as appropriate, from the production area (i.e. animal confinement pens, manure and process wastewater storage systems, manure stockpiles, composting areas, etc.) of the facility as described below. [Regulation No. 61.17(8)(b)(v)]

Type (check all that apply)

- ☐ Berms
☐ Channels
☒ Natural Topography
☒ Other: _____

Location(s) Used

North, East, South, NW of CR 37.5
Elevated road, culvert, & berms near CR 37.5 and CR 42.5

Associated Records (maintained for five years from the date created):

- 1) Results of weekly visual inspections of the production area and weekly inspections of all stormwater run-on diversion devices and structures.

IV. Prevention of Direct Contact of Animals with Surface Water

Confined animals are prevented from having direct contact with surface water that is defined as Waters of the United States that exists within the production area. [Regulation No. 61.17(8)(b)(vi)]

Do waters of the United States flow through the production area? Yes ☐ No ☒

If yes, list the measures (i.e. fencing) used in the production area to prevent direct contact of animals with waters of the United States:

Associated Records (maintained for five years from the date created):

- 1) Documentation demonstrating prevention of direct contact of confined animals with waters of the United States that exist within the production area.

V. Chemical and Other Contaminant Handling

Chemicals and other contaminants are properly handled on-site and are not disposed of in any manure, stormwater, or process wastewater storage system unless specifically designed to treat such chemicals and other contaminants. [Regulation No. 61.17(8)(b)(vii)]

Description of chemical storage location: Small Containers are stored in the shop, outdoor fuel tank is located near Pond 1

Check all that apply:

- ☐ No chemicals are used at the facility
☒ Chemicals are not stored in a room with a floor drain that discharges outside (to the production area)
☒ Storage is covered
☐ Storage has secondary containment
☒ Chemicals are stored in proper containers
☐ Other: _____

Description of chemical disposal location: Empty containers are placed in the trash.

Check one:

- ☒ Chemicals are used and empty containers are disposed of in accordance with manufacturer's guidelines
☐ Other: _____

Associated Records (maintained for five years from the date created):

- 1) Documentation demonstrating that chemicals and other contaminants handled on-site are not disposed of in any manure, stormwater, or process wastewater storage system unless specifically designed to treat such chemicals and other contaminants.

VI. Conservation Practices

Site specific practices are identified and implemented to control runoff of pollutants to surface water. [Regulation No. 61.17(8)(b)(viii)]

Conservation practices include, but are not limited to the following:

- ✓ Solid manure is incorporated into the soils as soon as possible after application, unless the application site has perennial vegetation, no-till crops, or this NMP adequately demonstrates that surface water quality will be protected where manure is not incorporated.
- ✓ Application of process wastewater to furrow- or flood- irrigated land application sites in a manner that prevents process wastewater runoff into surface waters.
- ✓ When process wastewater is sprinkler-applied, the water holding capacity of the soil is not exceeded.
- ✓ Process wastewater is not applied to either frozen or flooded (e.g., saturated) land application sites.
- ✓ Manure or process wastewater is not applied within 150 feet of domestic water supply wells or within 300 feet of community domestic water supply wells.

The facility implements the following best management practices to control runoff of pollutants to surface water (check any that apply and list fields where the practice is implemented).

Best Management Practice	Land Application Field(s) where practice is implemented
☐ Conservation Tillage	
☐ Constructed Wetland	
☐ Infiltration Field	
☐ Grass Filter	
☒ Tail Water Pit	W2
☐ Terrace	
☐ Process wastewater is not allowed to reach end of field	
☐ No additional BMPs are necessary at any fields	Not Applicable

Unless there is an approved alternative, manure and process wastewater is not applied closer than 100-feet to any down-gradient surface water, open tile line intake structures, sinkholes, agriculture well heads, or other conduits to surface water. [Regulation No. 61.17(8)(f)(iv)]

At this facility:

- ☐ Setbacks are not required at any land application sites
- ☐ Setbacks, buffers or approved alternatives are implemented at the following land application sites where one (or more) of these features is downslope and in close proximity:

Field Name(s)	Down-slope feature (surface water, open tile intake, sinkhole, agricultural wellhead, other conduit to surface water)	Type of Protection Implemented		
		100-foot setback	35-foot vegetated buffer	Approved alternative*
F1	Cedar Creek	☐	☒	☐
F2N, F2S, W3, W4, M1, M3, M4	Cedar Creek	☒	☐	☐
		☐	☐	☐
		☐	☐	☐
		☐	☐	☐

* Please provide a brief description of alternatives (must be approved by the Ag Program):

Associated Records (maintained for five years from the date created):

The facility maintains the following records to document site-specific conservation practices and setbacks:

- 1) Documentation demonstrating that site-specific conservation practices have been identified and implemented to control runoff of pollutants to surface water.
- 2) Records documenting setbacks used, and/or Ag Program approval of any setback alternatives.

VII. Sampling & Testing of Manure, Process Wastewater, and Soil

Manure and/or wastewater is analyzed a minimum of once per year for nitrogen and phosphorous content, and a minimum of once every five years for soils for phosphorous content. The result used to determine application rates for manure and process wastewater. The following protocols are used to ensure appropriate sampling and testing of manure, process wastewater and soil. [Regulation No. 61.17(8)(b)(ix)]

Frequency of manure, litter, and process wastewater sampling: Annually, in the years of application

Manure is transferred to a third party: ☒ Yes¹ ☐ No

Process wastewater is transferred to a third party: ☐ Yes¹ ☒ No

Frequency of soil sampling for nitrate? Annually

Frequency of soil sampling for phosphorus? Annually or a minimum of once every 5 years

	Required Sampling Frequency	Required Analysis	Sampling Protocol	Testing Protocol
Manure	Annually ^{2,3}	- Total Nitrogen - Ammonia (as N) - Nitrate (as N) - Total Phosphorus	CSU Cooperative Extension Service (CSUCE) 568A	☒ CSUCE ☐ Program-approved Method ⁶
Process Wastewater	Annually ^{2,3}	- Total Nitrogen - Ammonia (as N) - Nitrate (as N) - Total Phosphorus	CSUCE 568A	☒ USEPA Method ☐ Program-approved Method ⁶
Soil Nitrate	Annually ³	- Nitrate (as N) necessary depth zone(s) ⁵	☒ CSUCE 568A ☐ CSUCE 500 ☐ Other: _____	☒ "Methods of Soil Analysis, Part 3, Chemical Methods" ☐ Program-approved Method ⁶
Soil Phosphorus	Every five years at a minimum ^{3,4}	Phosphorus in necessary depth zone(s) ⁵	☒ CSUCE 568A ☐ CSUCE 500 ☐ Other: _____	☒ "Methods of Soil Analysis, Part 3, Chemical Methods" ☐ Program-approved Method ⁶

¹ Note to CAFOs: Prior to transferring manure or process wastewater to other parties, CAFOs must provide the recipient of the manure or process wastewater with the most current nutrient analysis. CAFOs must retain of the date, recipient names and address, and approximate amount of manure or process wastewater transferred to the recipient.

² Manure and process wastewater are sampled and tested for nitrate as often as necessary to meet the application rate calculation requirements.

³ Soil, manure, and process wastewater results are kept on-site for five years.

⁴ Soils are sampled and tested for phosphorus a minimum of once every five years or as necessary to meet the Colorado Phosphorus Index Risk Assessment.

⁵ Appropriate soil sampling depths for nitrate and phosphorus will vary by cropping system, the descriptions provided in CSUCE guidance, and based on the description of the Soil Test Phosphorus Risk Factor 2 from the Colorado Phosphorus Index Risk Assessment

⁶ These program-approved methods must be provided on the next page.

If the facility is using an Ag-Program Approved Method for sampling, please provide it below:

VIII. Protocols for Land Application of Manure and Process Wastewater

Land application of manure and process wastewater is done in accordance with site-specific nutrient management practices identified in this NMP that ensure appropriate agricultural utilization of the nutrients in the manure or process wastewater. No application of manure or process wastewater will be made to a land application site at a rate that exceeds the capacity of the soil and the planned crops to assimilate nitrate-nitrogen within 12 months of the manure or process wastewater being applied. [Regulation No. 61.17(8)(b)(x)(A)]

Manure and process wastewater is applied as uniformly as possible with properly calibrated equipment. [Regulation No. 61.17(8)(b)(x)(B)]

- ✓ Nutrient application equipment is calibrated at least annually
- ✓ Nutrient application equipment is inspected within the six-month period prior to the first application of manure and process wastewater
- ✓ Nutrient application equipment is inspected daily when wastewater is being applied

Method(s) of process wastewater application: Pivot, flood

Method(s) of manure application: Spreader truck

Associated Records (maintained for five years from the date created):

- 1) Documentation demonstrating that protocols established for land application of manure or process wastewater is conducted in accordance with site-specific nutrient management practices.
- 2) Calculation records demonstrating appropriate agricultural utilization of the nutrients in the manure or process wastewater.
- 3) Records documenting the date of periodic leak inspections of equipment used for land application of manure or process wastewater.

IX. Terms of the Nutrient Management Plan

Appendix A: Map(s) and locations of all potential land application sites.

Appendix B: Intended crops for each land application field. The facility should list all potential crops that maybe grown at any land application site under control or ownership by the facility.

Appendix C: Realistic yield goal calculations

Appendix D: Limitations on field-specific application rates are determined in accordance with CSUCE Published Fertilizer Suggestions, or otherwise listed. Maximum nutrient application rates determined based on the following:

- ✓ The crops to be planted in each field or other uses such as pasture or fallow fields
- ✓ The realistic yield goal for each crop or other identified use
- ✓ The outcome of field-specific assessment of potential for nitrogen and phosphorus transport to surface water for each field, using the USDA-NRCS Colorado Phosphorus Index Risk Assessment Tool
- ✓ Results of soil tests conducted in accordance with protocols identified in this NMP
- ✓ Credits for all nitrogen in the field that will be plant available
- ✓ The amount of nitrogen and phosphorus in the manure and wastewater that will be plant available during application
- ✓ Consideration of multi-year phosphorus application (if necessary)
- ✓ Accounting for all other additions of plant available nitrogen and phosphorus to the field
- ✓ The form and source of manure and process wastewater
- ✓ The timing and method of land application
- ✓ Volatilization of nitrogen and mineralization of organic nitrogen
- ✓ Nitrogen application rates (commercial fertilizer + plant available manure N) will not exceed crop N requirements minus the N credits (shown in the formula below):

$$\begin{array}{r} \text{Crop N Uptake} \\ - \text{Organic Matter N Mineralization} \\ - \text{Past Year Legume N Credit} \\ - \text{Past Year Manure N Credit} \\ - \text{Soil Residual N} \\ \hline \text{Total N Application} \\ (\text{Manure} + \text{Commercial Fertilizer}) \end{array}$$

Appendix E: The outcome of field-specific assessment of potential for nitrogen or phosphorus transport to surface water for each field, using the USDA, NRCS Colorado Phosphorus Index Risk Assessment tool or other program-approved method.

Appendix F: Application calculations, including projected manure and process wastewater applications and field nutrient balances for five years.

The methodology outlined in this NMP is adhered to each year in order to determine nutrient application rates, as a term of the permit. Intended crop rotations are listed for each field; however, any crop included in the NMP may be planted as dictated by operating conditions. Nutrient applications and field nutrient balances are projected for the next five years, but these projections are for planning purpose only.

Appendix A

1) Land Application Field Maps

Provide a detailed field map of the locations identifying the facility's land application sites and list all of the fields in Table A-1.

All land application fields are listed below

Field Identification	Latitude	Longitude
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[illegible]

Appendix B

2) Land Application Information

List all potential crops and/or field uses (Table B-1).

Table B-1 Potential Land Application Field Crops

All potential crops or other uses (including fallow fields or pasture) for each land application field are listed below.

Field Identification	Crop	Realistic Yield Goal (see Appendix C)	Yield Units (bushels, tons, etc)
All	Corn Grain/Corn Silage	225/28	bushels/tons
All	Alfalfa	7	tons
All	Irr Sorghum Grain/Silage/Hay	56/20/6	bushels/tons/tons
All	DL Sorghum Grain/Hay	27/1.3	bushels/tons
All	Sudex Silage/Hay	10/5	tons/tons
All	Triticale Silage/Hay	11/3	tons/tons
All	Wheat Silage/Hay	11/3	tons/tons
All	Winter/Spring Wheat Grain	69/46	bushels/bushels
All	Oat Silage/Hay/Grain	12/6/77	tons/tons/bushels
All	Irr Pasture/grass/hay	5	tons
All	Sugar Beets	25	tons
All	Millet	33	bushels
All	Sunflowers	1077	lbs
All	Dry Beans	2041	lbs
All	Kochia	4	tons

Appendix C

3) Expected Crop Yield Information

Calculate yield goals for all potential crops/field uses.

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

 Total Bushels # of Years Average Realistic Yield Goal
 (sum of Column A) (from Column B)

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

 Total Bushels # of Years Average Realistic Yield Goal
 (sum of Column A) (from Column B)

If realistic yield goals were determined using methods other than the above worksheet(s) please describe how realistic yield goals were determined (crop insurance factors should not be added to yield goals):

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: / = + 5% =

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: / = + 5% =

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

If realistic yield goals were determined using methods other than the above worksheet(s) please describe how realistic yield goals were determined (crop insurance factors should not be added to yield goals):

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

If realistic yield goals were determined using methods other than the above worksheet(s) please describe how realistic yield goals were determined (crop insurance factors should not be added to yield goals):

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

Realistic Yield Goal Worksheet

Historical crop yield information source: http://www.nass.usda.gov/Quick_Stats/

Field Identification: _____

Crop: _____

Year (Column A)	Harvest Yield for Year (Column B)	Units (bu/ac, tons, etc.)	Notes: (i.e. drought, flood, hail, etc.)

Total: _____ / _____ = _____ + 5% = _____

Total Bushels
(sum of Column A)
of Years
(from Column B)
Average
Realistic Yield Goal

If realistic yield goals were determined using methods other than the above worksheet(s) please describe how realistic yield goals were determined (crop insurance factors should not be added to yield goals):

Appendix D

4) Nutrient Budget Information

Provide the methods for determining plant available nitrogen and nutrient requirements for every potential crop/field use (Table D-1).

This facility determines plant available nitrogen according to:

- ☐ CSU Cooperative Extension Service (CSUCE) 568A (described below)
- ☒ Other (must provide description on next page)

The total amount of nitrogen in manure and wastewater is not plant available because of losses from ammonia volatilization and mineralization of organic nitrogen. Plant available nitrogen is calculated based on the following:

Ammonia (NH₃) Volatilization:

While NH₃ volatilization is difficult to accurately measure, ammonia losses are calculated according to the methods described on pages 14-16 and the estimates from Table 10 of CSUCE 568A:

Table 10. Approximate percentage of ammonia lost to volatilization within four days after application.

Application Method	Type of Waste	Estimated NH ₃ Loss to the Atmosphere*
		%
Broadcast without cultivation	solid	15 - 30
Broadcast with immediate cultivation	solid or liquid	1 - 5
Injection	liquid	0 - 2
Sprinkler irrigation**	liquid	25 - 65

* Values reflect loss under each application method.

** Losses vary widely depending upon conditions at time of application.

Source: MWPS-18, Livestock Waste Facilities Handbook

Organic Nitrogen Mineralization:

Mineralization of organic nitrogen is calculated according to the methods described on page 14 and the estimates provided on Table 9 of CSUCE 568A:

Table 9. Approximate percent of organic N mineralized from various manure sources over three years.

Manure Source		Percent of Organic N Available		
		1 st year	2 nd year	3 rd year
		%		
Beef and dairy cattle				
	solid (without bedding)	30-40	10-15	5-10
	liquid (anaerobic)	25-35	5-10	2-7
Swine				
	solid	45-55	3-8	2-7
	liquid (anaerobic)	35-45	4-9	2-7
Sheep				
	solid	20-30	10-15	5-10
Horse				
	solid (with bedding)	15-25	5-10	2-7
Poultry				
	solid (without litter)	30-40	10-15	5-10

Adapted from USDA Ag Waste Management Field Handbook, 1992 and other sources.

If manure will be applied to the same fields within 3 years, credits for mineralization will either be determined from Table 9 or from annual residual soil samples.

Specific information regarding the source of nutrients along with the application method used to apply nutrients to the land application sites will be provided in this NMP and in future annual report submittals.

Table D-1 Nutrient Budget Information

Nutrient budget information for all crops/field uses is summarized below.

Crop	Manure and Process Wastewater Application Rate Calculated Using	Description of Method (calculation, lookup table, etc.)
Corn Silage and Grain	☒ CSU Publication: <u>0.538</u> ☒ Adjacent State Extension: <u>UNL G174</u> ☐ NRCS guideline: _____ ☐ Ag Program approved method	35+ (1.2x EY)-(8 x NO3-N PPM) - (0.14 x EY X OM)- other N Credits Grain 35+ (7.5 x EY)-(8 x NO3-N PPM) - (0.85x EY X OM)- other N Credits Silage
Sorghum/Sudan/Sudex	☒ CSU Publication: <u>0.540</u> ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	[1.25 x EY (bu/A)] - (8 x average ppm NO3-N in the soil) - other N credits (lb N/A) Grain [8 x EY (tons/A)] - (8 x average ppm NO3-N in the soil) - other N credits (lb N/A) Hay or Silage
Wheat Spring and Winter	☐ CSU Publication: _____ ☒ Adjacent State Extension: <u>KSU 529</u> ☐ NRCS guideline: _____ ☐ Ag Program approved method	[YG x 1.75] STA – PCA – PYM – PNST formula from KSU publication.
Triticale Hay and Silage	☐ CSU Publication: _____ ☒ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	N Rec= (YG x CF) x STA-PCA- PYM - PNST formula from KSU publication
Oats	☒ CSU Publication: <u>0.534</u> ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	Table 3: Look up table.
Sunflowers	☒ CSU Publication: <u>High Plains Sunflower Production Handbook</u> ☒ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	YG (lbs per acre) x .065 lbs N per lb of sunflower seed
Kochia	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☒ Ag Program approved method	YG lbs/ton x 60 lbs N/ton University of Wisconsin Alternative Field Crops Manual
Dry Beans	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☒ Ag Program approved method	Non-irrigated, Inoculated 40 lbs N/acre Non Irrigated, Non-Inoculated 70 lbs N/acre Irrigated crop YG x 0.05 NDSU SF-720

Table D-1 Nutrient Budget Information (continued)

Nutrient budget information for all crops/field uses is summarized below.

Crop	Manure and Process Wastewater Application Rate Calculated Using	Description of Method (calculation, lookup table, etc.)
Sugar Beets	☒ CSU Publication: <u>0.542</u> ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	Table 2: Look up table
Millet/Wheat Silage/Hay	☒ CSU Publication: <u>0.543</u> ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	Millet: Look up Table 4 Wheat: Look up Table 2
Irrigated Pasture/Grass/Hay	☒ CSU Publication: <u>0.522</u> ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	New seedlings at planting: 20-40 lbs/ac nitrogen After first harvest of new seedlings and more cuttings are expected to occur that cropping season: additional 40-50lbs nitrogen First spring after planting for established grasses: 60-80 lbs of nitrogen For well established irrigated grasses 30 to 50 lbs N per ton of yield if soil test residual nitrate is 0-6ppm. If soil test is 6-12ppm reduce to 5 to 25 lbs per ton of yield.
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	
	☐ CSU Publication: _____ ☐ Adjacent State Extension: _____ ☐ NRCS guideline: _____ ☐ Ag Program approved method	

Appendix E

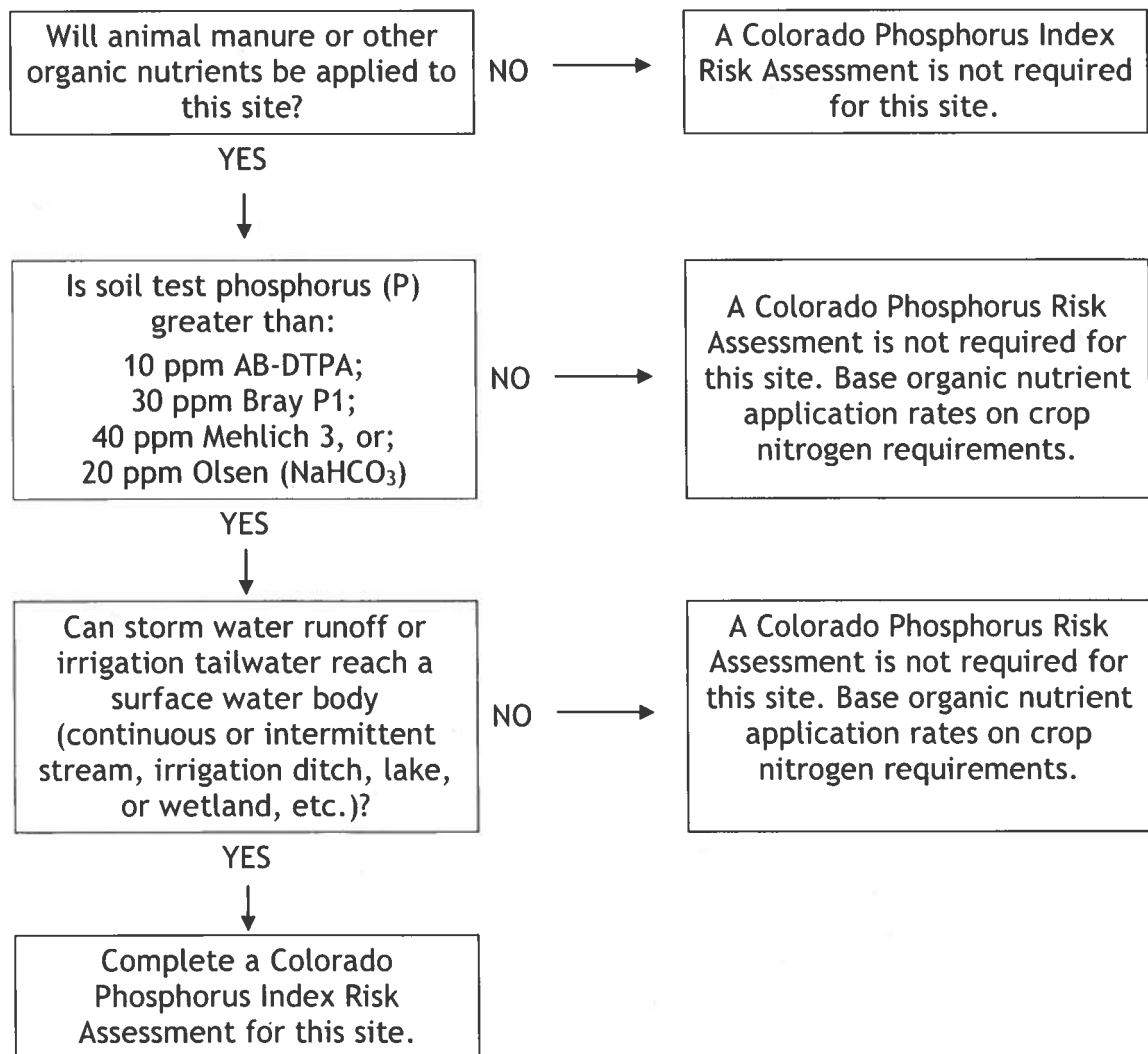
5) Nutrient Transport Risk Assessment

Application rates for manure and process wastewater applied to land application sites minimize phosphorus and nitrogen transport from the application sites to surface waters. An initial assessment of the potential for phosphorus and nitrogen transport risk to surface water will be made prior to manure or process wastewater being applied to an application site. [Regulation No. 61.17(8)(b)(xii)(B)]

There is currently no published tool suitable for assessing nitrogen transport risk to surface water. Phosphorus and nitrogen transport risk will be assessed using the Colorado Phosphorus Index Risk Assessment.

The Colorado Phosphorus Index (COP) risk assessment tool was developed by the United States Department of Agriculture- Natural Resources Conservation Service, in cooperation with Colorado State University. The most current version of the COP risk assessment tool can be accessed at: http://efotg.sc.egov.usda.gov/references/public/CO/COATN_95.pdf.

The following flow chart will be used to determine if a phosphorus risk assessment must be completed for a land application site:



If the flowchart indicates that a COPI Risk assessment is necessary, it will be completed for each field and Phosphorus soil test cycle to properly evaluate phosphorus runoff risk from each land application site.

The COPI was developed to consider qualitative risk of off-site phosphorus (P) loss at land application sites. The purpose of the tool is to determine when it is appropriate to apply organic nutrients based on N requirements of the crop, P requirements of the crop, P removal in harvested crop biomass, or if the risk for off-site P loss is too great to apply organic nutrients to the land application site.

The tool identifies that land application sites with the following scores will apply nutrients in the manner identified below:

- Land application sites scored as **low** risk may apply organic nutrients based on crop N recommendations and may consider multi-year phosphorous applications as long as N is properly managed. Fields or land application sites that are screened out by the Preliminary Phosphorus Risk Screening Tool may also apply organic nutrients based on crop N recommendations.
- Land application sites scored as **medium** risk will have the P application rate restricted to the P requirement for the planned crop and cannot utilize a multi-year phosphorus application.
- Land application sites scored as **high** risk will have the P application rate restricted to the crop P removal for the planned crop if a P draw-down strategy is implemented for the crop rotation (rotational P application rate is less than rotation crop P removal). A land application site scored as a high risk cannot utilize a multi-year phosphorus application.
- Land application sites scored as **very high** risk will have no P application allowed until the risk of P movement off-site is decreased. A land application site scored as a very high risk cannot utilize a multiyear phosphorus application.

After completing an initial assessment of the potential for phosphorus transport from a land application site to surface water, additional assessments will be made every five years or at frequency described below, whichever is sooner:

- Where a crop management change has occurred. Assess within one year after such change would reasonably result in an increase in the phosphorus transport risk assessment score.
- Where a phosphorus transport risk assessment score was very high. Assess phosphorus transport risk within six months of intending to apply manure or process wastewater, except where the initial assessment is scored as very high, then there shall be a three-year period within which to manage the site for the purpose of lowering the phosphorus transport risk assessment rating to high or less. During this period, manure or process wastewater may be applied to the site at either nitrogen- or phosphorus-based rates.

Table E - Phosphorus Risk Assessment Summary

Complete for all land application fields.

Field ID	Date Prepared	P Extract Method	Does this field need a P-Index?*	Risk Factors								P-Index (Low, Medium, High, V. High)	N or P Based Application?
				1a. Surface Runoff Score	1b. Rill and Interrill Erosion Score	1c. Wind Erosion Score	2. Soil Test P Score	3. P-Application Rate Score	4. P-Application Method Score	5. BMP Credit Score (-)	Sum of Risk Factors 1-5		
F1	9/16/19		No										Nitrogen
F2N	9/16/19		Yes								11	Low	Nitrogen
F2S	9/16/19		Yes								11	Low	Nitrogen
F4			No										Nitrogen
W1	9/16/19		No										Nitrogen
W2	9/16/19		No										Nitrogen
W3	9/16/19		No										Nitrogen
W4	9/16/19		No										Nitrogen
M1	9/16/19		No										Nitrogen

*For fields that do not need a P-Index, please note why (soil test P results, runoff does not drain to surface water, etc.)

Table E - Phosphorus Risk Assessment Summary (continued)

Complete for all land application fields.

Field ID	Date Prepared	P Extract Method	Does this field need a P-Index?*	Risk Factors							P-Index (Low, Medium, High, V. High)	N or P Based Application?
				1a. Surface Runoff Score	1b. Rill and Interrill Erosion Score	1c. Wind Erosion Score	2. Soil Test P Score	3. P-Application Rate Score	4. P-Application Method Score	5. BMP Credit Score (-)	Sum of Risk Factors 1-5	
M2	9/16/19		No									Nitrogen
M3	9/16/19		No									Nitrogen
M4	9/16/19		No									Nitrogen
												Nitrogen
												Nitrogen

*For fields that do not need a P-Index, please note why (soil test P results, runoff does not drain to surface water, etc.)

Appendix F

6) Field Nutrient Balance Calculations Sheets

Complete one for each land application site included in the NMP.

Site Name: F1P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.1	32.5	155	6		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Pen Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Wastewater	Summer	Sprinkler	60	39412	gal/ac	56	283
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	103
Organic matter credit	136
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	239
Recommended Nutrient Application Rate (needs - credits):	71
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	56
Starter fertilizer	0
Other commercial fertilizer	0
Total nutrients applied:	56
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	15

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	corn	0	0
2024	corn	56	67
2025	corn	0	0
2026	corn	56	67

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: E2NP-index score: 11 ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
grass	5	t/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.5	77.8	373	23		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond#3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book value wastewat		lbs/1000 gal	4	2	2	9
Book value manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	15-30	6.1	t/ac	117	106
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	225
Nutrient needs above recommendation (grazing credits, etc)	225
Total needs:	
Residual soil credit	112
Organic matter credit	79
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	191
Recommended Nutrient Application Rate (needs - credits):	0
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	34
Starter fertilizer	0
Other commercial fertilizer	0
Total nutrients applied:	
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	0

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	grass	0	0
2024	grass	0	0
2025	grass	117	106
2026	grass	0	0

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: F2SP-index score: 11 ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.5	77.8	373	23		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book val Wastewater		lbs/1000 gal	4	2	2	9
Book value manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	5-30	6.1	t/ac	117	106
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	
Residual soil credit	223
Organic matter credit	79
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	302
Recommended Nutrient Application Rate (needs - credits):	3
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	0
Starter fertilizer	0
Other commercial fertilizer	0
Total nutrients applied:	
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	0	0
2025	Corn	117	106
2026	Corn	0	0

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: F4P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.6	42.2	203	37		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		spreader tru	5-30	16	t/ac	97.6	307
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	128
Organic matter credit	82
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	210
Recommended Nutrient Application Rate (needs - credits):	95
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	97.6
Starter fertilizer	
Other commercial fertilizer	
Total nutrients applied:	97.6
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	-2.6

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	0	0
2025	Corn	0	0
2026	Corn	97.6	307

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: M1P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.7	47.9	233	12		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	5-30	10	t/ac	61	192
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	144
Organic matter credit	85
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	229
Recommended Nutrient Application Rate (needs - credits):	76
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	61
Starter fertilizer	
Other commercial fertilizer	
Total nutrients applied:	61
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	15

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	61	192
2025	Corn	0	0
2026	Corn	61	192

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: M2P-index score: LOW ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.4	47	228	9		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	5-30	12	t/ac	73.2	230.4
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	141
Organic matter credit	76
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	217
Recommended Nutrient Application Rate (needs - credits):	88
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	73.2
Starter fertilizer	
Other commercial fertilizer	
Total nutrients applied:	73.2
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	14.8

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	73	230
2025	Corn	0	0
2026	Corn	73	230

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: M3P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2	12.3	60	4		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	5-30	42	t/ac	256	806.4
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	49
Organic matter credit	63
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	112
Recommended Nutrient Application Rate (needs - credits):	193
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	256
Starter fertilizer	
Other commercial fertilizer	
Total nutrients applied:	256
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	-63

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	256	806
2025	Corn	0	0
2026	Corn	256	806

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: M4P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.4	39	190	11		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		Spreader tru	5-30	19	t/ac	115.9	364.8
Total:							

* From Appendix D

Site Name: W1P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.6	7.2	35	7		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Wastewater		Sprinkler	60	44955	gal/ac	64.28	323.64
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	35
Organic matter credit	82
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	117
Recommended Nutrient Application Rate (needs - credits):	188
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	64
Starter fertilizer	
Other commercial fertilizer	120
Total nutrients applied:	184
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	4

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	64.28	323.64
2025	Corn	0	0
2026	Corn	64.28	323.64

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: W2P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.5	24.7	120	23		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac- feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Wastewater		flood	60	37740	gal/ac	81.51	271.72
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	82
Organic matter credit	79
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	161
Recommended Nutrient Application Rate (needs - credits):	144
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	81.51
Starter fertilizer	60
Other commercial fertilizer	
Total nutrients applied:	142
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	2

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	81.51	271.72
2025	Corn	0	0
2026	Corn	81.51	271.72

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: W3

P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
Corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.6	10.5	51	11		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		spreader	5-30%	41	t/ac	250	787.9
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	44
Organic matter credit	82
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	126
Recommended Nutrient Application Rate (needs - credits):	179
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	250
Starter fertilizer	0
Other commercial fertilizer	0
Total nutrients applied:	250
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	-71

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	250	789
2025	Corn	0	0
2026	Corn	250	789

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)

Site Name: W4P-index score: Low ☐ NA

Table F-1 Planned crop(s) for nutrient budget:

Crop	Yield Goal	Yield Units (bu/ac, t/ac)	Application rate based on N or P?
corn	225	bu/ac	Nitrogen

Table F-2 Current Soil Test Information for land application site:

Sample Depth	Sample Date	Organic Matter %	Nitrogen (NO ₃ -N)		Phosphorus		Phosphorus Test (AB-DTPA, Bray, Mehlich, NaHCO ₃)
			ppm	lbs/ac	ppm	lbs/ac	
0-16"		2.6	33.4	162	12		NaHCO ₃

Table F-3 Current Nutrient Analysis (manure/litter/wastewater):

Source	Sample Date	Units (lbs/1000 gal, lbs/ton, ppm)	Total Nitrogen	Ammonia Nitrogen	Organic Nitrogen	Phosphorus
Pond #3		lbs/1000 gal	3.4	2.5	0.8	1.7
Pen Manure		lbs/ton	27.4	4.8	22.6	17.4
Book Wastewater		lbs/1000 gal	4	2	2	9
Book Manure		lbs/ton	23	7	16	24

Table F-4 Planned Manure/Litter/Wastewater Applications:

Source	Time of Year	Application Method	Ammonia Volatilization Rate* %	Amount to be Applied	Units (gal/ac, t/ac, ac-feet, etc.)	Nutrients to Apply	
						Nitrogen (lbs-N/ac)	Phosphorus (lbs-P/ac)
Pen Manure		spreader tru	5-30	22	t/ac	134	422.4
Total:							

* From Appendix D

Table F-5 Nutrient Budget

	Nitrogen (lbs-NO ₃ -N/ac)
Nutrient recommendation (from Appendix B)	305
Nutrient needs above recommendation (grazing credits, etc)	
Total needs:	305
Residual soil credit	105
Organic matter credit	82
Irrigation water credit (ppm N x acre-feet* of irrigation water applied x 2.7 lbs N/ppm = lbs-N/acre)	
Previous legume crop credit	
Mineralization from previous manure applications	
Other:	
Total credits:	187
Recommended Nutrient Application Rate (needs - credits):	118
NUTRIENT BALANCE	
Nutrients to be applied from manure/litter/wastewater (Table F-4)	134
Starter fertilizer	0
Other commercial fertilizer	
Total nutrients applied:	134
Balance (Recommended Nutrient Application Rate -Total Nutrients Applied):	-16

Table F-6: Projected Nutrients to be applied for planned crop rotation (lbs/acre):

Year	Planned Crop Rotation	Nitrogen	Phosphorous
2023	Corn	0	0
2024	Corn	134	422
2025	Corn	0	0
2026	Corn	134	422

Were the projections in Table F-6 based on current soil test and other nitrogen credits for this field?

☐ Yes ☐ No (If no, describe how nitrogen credit projections are calculated on a separate sheet)



The facility typically applies wastewater to its land application sites in the fall, spring, or summer to manage wastewater levels in the impoundments. Application of wastewater during the winter months is rare. Manure application may occur at any time of the year. The facility typically transfers approximately 85% of manure to a third party.

Land application sites will typically have wastewater or manure applied for 2 to 3 years during a 5-year cycle. When the facility intends to apply manure or wastewater to a land application site, soil, manure, and wastewater will be sampled appropriately to demonstrate that an agronomic rate of application is occurring.

Land application sites where a higher residual soil nitrate level is shown will be managed to bring the residual soil nitrate levels down over time.



COLORADO

Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

March 11, 2021

Elyce York
Lardyn Consulting, LLC
18413 County Road 42.5
Sterling, CO 80751

Subject: Permitted CAFO Inspection Report
CAFO General Permit COA933000
Certification No. COA933024

Dear Ms. York:

The Colorado Department of Public Health and Environment's Environmental Agriculture Program conducted an inspection of Lardyn Consulting, LLC on March 4, 2021. The inspection was done to determine compliance with Colorado Discharge Permit System, General Permit for Concentrated Animal Feeding Operation, COA933000 and Colorado Water Quality Control Commission Regulation No. 81, Animal Feeding Operations Control Regulation.

Enclosed you will find a copy of the summary of violations, additional observations, and associated photos.

The Ag Program expects violations to be corrected within 120-days of the date you receive this report. You are required to submit supporting documentation to the program, including labeled photographs as applicable, that demonstrates the violations have been resolved.

Thank you for your time and cooperation during the inspection. If you have any questions, please feel free to contact me at (303) 692-3523 or thaine.kramer@state.co.us.

Sincerely,

Thaine Kramer
Environmental Agriculture Program

cc: Janine Baratta, Agronomist, AGPROfessionals, LLC
Heather Coin, Environmental Health Specialist, NCHD
Mel Bustos, Environmental Health Manager, NCHD
Chad DeVolin, Manager, Environmental Agriculture Program, CDPHE
Permit File - COA933024

Colorado Department of Public Health and Environment - Environmental Agriculture Program
Permitted Concentrated Animal Feeding Operation
Summary of Inspection Findings

Company Name: Lardyn Consulting, LLC

Inspection Date: 03/4/2021

Start Time: 9:30 am

End Time: 11:15 am

Weather Conditions: Cool

Inspector: Thaine Kramer

Persons Attending Inspection: Elyce York and Mark Pauling
Janine Baratta, AGPROfessionals, LLC

Violations:

None

Observations:

59. Ensure adequate storage of manure and process wastewater, including procedures to ensure proper operation and maintenance of the impoundments and tanks. [III.(A)(1)]

The facility's east drainage basin has four impoundments that work in series for wastewater collection and storage, with Pond 1 being the discharging impoundment. At the time of the inspection, the only impoundment storing wastewater was Pond 3, with an observed wastewater level of 2.5 feet. The calculated pump-down level for Pond 3 is one-foot. Although the wastewater level in Pond 3 is above the pump-down level, the facility has adequate storage based on how the ponds operate in series and that the other impoundments in the basin are empty. The facility will be applying the wastewater in Pond 3 to land application sites during the spring of 2021.



COLORADO

Department of Public
Health & Environment

February 14, 2023

Elce York
Lardyn Consulting, LLC
18413 County Road 42.5
Sterling, CO 80751

Subject: Certification under General Permit for Concentrated Animal Feeding Operations
General Permit Number COA-934000 Modification 1
Certification Number COA-934024
Lardyn Consulting, LLC

Dear Ms. York:

The Environmental Agriculture Program has reviewed the application submitted for Lardyn Consulting, LLC and has determined it qualifies for coverage under the Colorado Discharge Permit System General Permit for Concentrated Animal Feeding Operations (CDPS General Permit No. COA-934000 Modification 1). The Nutrient Management Plan submitted with the application has been reviewed and approved.

Enclosed is the certification to discharge under CDPS General Permit No. COA-934000 Modification 1 for Lardyn Consulting, LLC. You are legally obligated to comply with all of the terms and conditions of the general permit, including the site-specific conditions listed in the certification.

If you have any questions, please contact me at (303) 692-3523 or thaine.kramer@state.co.us.

Sincerely,

Thaine Kramer
Environmental Protection Specialist
Environmental Agriculture Program
Division of Environmental Health and Sustainability

cc: Permit File - COA934024

ec: Chad DeVolin, Manager, Environmental Agriculture Program, CDPHE





COLORADO

Department of Public
Health & Environment

APPLICATION TO BE CERTIFIED UNDER THE
GENERAL PERMIT FOR CONCENTRATED
ANIMAL FEEDING OPERATIONS

COLORADO DISCHARGE PERMIT
No. COA-934000 - Modification 1

FOR AGENCY USE ONLY

PERMIT CERTIFICATION NUMBER

C	O	A	-	9	3	4	0	2	4
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DATE RECEIVED STAMP

INSTRUCTIONS:

- Type or print legibly.
- If an item is not applicable to your facility, please indicate this in the appropriate section.
- Appendix A and Attachments A, B and C must be included in order for the application to be deemed complete.
- Label each attachment/drawing with the name of the attachment/drawing and the name of the CAFO facility.

I. Application Type:

☐ New ☒ Renewal (re-certification from previous general permit)

☐ Amendment Please describe: _____

II. Permit Applicant Information:

A) Facility Owner (please enter the name of a person(s), company, LLC, etc., as applicable):

Lardyn Consulting, LLC

Mailing Address, City, State, Zip: 18413 County Road 42.5

Phone Numbers: (Office) _____ (Cell) 970-522-2549 (Fax) _____

E-mail: _____

B) Facility Operator (please enter the name of a person(s), company, LLC, etc., as applicable):

Lardyn Consulting, LLC

(Please note: The permit certification typically will be issued to the facility operator.)

Mailing Address, City, State, Zip: 18413 County Road 42.5 Sterling, CO 80751

Phone Numbers: (Office) _____ (Cell) 970-522-2549 (Fax) _____

E-mail: lardynconsulting@gmail.com

C) Legal Contact Person: Elyce York Email: _____

Phone Numbers: (Office) _____ (Cell) 970-580-7021 (Fax) _____

D) On-site Contact Person: Elyce York

Phone Numbers: (Office) _____ (Cell) 970-580-7021 (Fax) _____

III. **Location and Facility Information:**

- A) Facility Name Lardyn Consulting, LLC
- B) Facility Address: 18413 County Road 42.5 County: Logan
- C) Latitude at entrance of production area(s) 40.742186 Longitude at entrance of production area(s). -103.218839
- Please use North American Datum 1983 (NAD83) for electronic collection of coordinates via GPS. If a different datum is used, including coordinates acquired from maps, provide the corresponding datum information.*
- D) Legal Description:
- Section 19 Township 9N Range 52W

IV. **Animal Type and Headcount:**

Maximum number of animals that will be confined in the production area for 45 days or more in a 12-month period (include all animal types):

Animal Type	Open Lot	Under Roof
0211 - Cattle (all except Mature Dairy Cattle and Veal Calves)	10,000	
0272 - Horses		
0241 - Dairy Mature (including dry cows)		
0212 - Veal Calves		
0213 - Swine (under 55 lbs.)		
0213 - Swine (over 55 lbs.)		
0214 - Sheep/lambs		
0251 - Chickens/broilers ☐ Liquid manure system ☐ Dry Litter		
0252 - Laying hens ☐ Liquid manure system ☐ Dry Litter		
Other SIC Code: Type:		

V. Wastewater and Manure Management Information:

A) Type of solid manure containment (check all that apply and estimate storage volume):

Type	Estimated volume of storage available (tons)
☒ Pen storage	12,000
☐ Roofed storage shed	
☐ Impervious soil pad	
☐ Concrete pad	
☐ Stockpile	
☐ Composting	
Other: _____	

B) Type of wastewater management system (check all that apply and provide number of each):

Type	Number of each
☒ Impoundment	5
☐ Solid separating basin	
☐ Evaporation impoundment	
☐ Above-ground holding tank	
☐ Below-ground holding tank	
☐ Under floor pit	
Other: _____	

C) Total number of land application sites: 12

D) Total acres owned by or under the control of applicant for land 505 application: acres

E) Process wastewater produced annually (estimate): 5,800,000 gallons

F) Process wastewater released to third parties (estimate % of total production): 0 %

G) Solid manure produced per year (estimate): 22,822 tons

H) Solid manure released to third parties (estimate % of total production): 85 %

VI. Certification of Design Calculations, Drawings, and Specifications

A) Existing facilities. Provide certification specified in Appendix A as to design calculations, drawings, specifications, tables, and other relevant documents as required under section 61.17(5)(c)(ix) of Regulation No. 61. Certification must be provided by a professional engineer (P.E.) registered in Colorado.

Include a summary table providing the following information:

- 1) Impoundment name
- 2) Impoundment volume at two feet of freeboard or other approved freeboard level
- 3) Impoundment volume at spillway or impoundment overflow level
- 4) Volume of runoff from area tributary to the impoundment during the design storm event
- 5) Volume of process water runoff and storage (i.e. parlor water, etc.)
- 6) The storm event (25-year, 24-hour or Chronic) for which each impoundment was designed (that is, the storm event from which an impoundment will receive the greater volume of runoff)

VII. Certification of Design Calculations, Drawings, and Specifications (continued)

- B) New facilities other than swine, poultry and veal calf CAFOs - Submit the certification and summary table specified above in VI.A), at least 60 days prior to the time the operator desires permit coverage. The balance of the permit application must be submitted at least 180 days prior to the time the operator desires permit coverage (e.g., prior to the time the operator desires to place animals on the operation).
- C) New swine, poultry and veal calf CAFO facilities - Submit the certification and summary table specified above in V.A), at least 60 days prior to the time the operator desires permit coverage.

Also, certify:

- ☐ There will be no discharge of manure or process wastewater into surface water from the production area;
- ☐ The CAFO utilizes storage structures that are designed, operated, and maintained in accordance with the requirements of Regulation No. 61, section 61.17(6)(b)(iv)(A) to meet the no discharge requirement. Submit documentation supporting the technical evaluation required by 61.17(6)(b)(iv)(A), if performed.

VIII. Nutrient Management Plan

All CAFOs must develop and implement a Nutrient Management Plan (NMP) that meets the requirements of Regulation No. 61.17(8)(b). A complete NMP must be included within Attachment D of this application.

- A) Has the CAFO developed and implemented a Nutrient Management Plan, including all terms of the NMP as required in Regulation No. 61, section 61.17(8)(b)(xii)?

☒ Yes ☐ No

- B) Does the CAFO operate according to the NMP?

☒ Yes ☐ No

- C) Was the NMP prepared or approved by a certified nutrient management planner?

☐ Yes ☒ No

(Note: The permit does not require CAFO owners or operators to use a certified nutrient management planner to prepare or approve nutrient management plans.)

IX. Additional Certification Requirements:

By signing and submitting this application for coverage under the General Permit for Concentrated Animal Feeding Operations (Permit No. COA-934000), the applicant certifies:

- A) That the CAFO facility is not a "Housed Commercial Swine Feeding Operation", as that term is defined at Section 25-8-501(2)(b), of Colorado Revised Statutes; or
- B) The discharge is not to waters of the state for which there is an applicable control regulation that limits the quantity or concentration of total phosphorus or total nitrogen in discharges; and
- C) That design calculations, drawings, specifications, and other relevant documents required in section 61.17(5)(d)(ix) of Regulation No. 61 are available at the location identified in the General Instructions section of this application or another site agreed to by the Program and will be provided to the Program upon request.

X. Signature of Applicant:

The application must be signed as follows to be considered complete:

- A) In the case of corporations, by a responsible corporate officer. For purposes of this section, the responsible corporate officer is responsible for the overall operation of the facility from which the discharge described in the form originates;
- B) In the case of partnership, by a general partner;
- C) In the case of a sole proprietorship, by the proprietor;
- D) In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer has responsibility for the overall operation of the facility from which the discharge originates.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the facility, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."



Signature of Applicant

10/24/22

Date Signed

Elyce M York

Name (printed)

Managing Member

Title

Appendix A

Include:

Certification as to the design calculations, drawings, specifications, tables, and other relevant documents as required under section 61.17(5)(c)(ix) of Regulation No. 61. Certification must be provided by a professional engineer (P.E.) registered in Colorado.

Include a summary table providing the following information:

- Impoundment name
- Impoundment volume at two feet of freeboard or other approved freeboard level
- Impoundment volume at spillway or impoundment overflow level
- Volume of runoff from area tributary to the impoundment during the design storm event
- Volume of process water runoff and storage (i.e. parlor water, etc.)
- The storm event (25-year, 24-hour or Chronic) for which each impoundment was designed (that is, the storm event from which an impoundment will receive the greater volume of runoff)

CERTIFICATION

I, Chad TeVelde, PE, being a duly registered professional engineer (P.E.) in the State of Colorado, do hereby certify the following:

- ☒ That the volume of process wastewater runoff generated for each impoundment was calculated as required in section 61.17(5)(c)(ix)(A) of Regulation No. 61.
- ☒ That drawings of each impoundment as required under Regulation No. 61, section 61.17(5)(c)(ix)(B) have been prepared.
- ☐ That a properly designed and constructed spillway is in place at each discharging impoundment, unless the Program has determined that a spillway is not required pursuant to 61.17(8)(a)(ii). Variance requested
- ☒ That accurate, permanent depth markers are in place as required under 61.17(5)(c)(ix)(D).
- ☒ That two feet of freeboard, or other freeboard level approved by the Program, exists in each open surface impoundment and terminal tank, as required under 61.17(5)(c)(ix)(E).
- ☒ That clean water is diverted, as appropriate, from the production areas, manure stockpiles, and composting areas as required under 61.17(5)(c)(ix)(F).
- ☒ That structures used to divert process wastewater from the production areas are sized as required under 61.17(5)(c)(ix)(G).
- ☒ That all impoundments, tanks, manure stockpiles, or composting areas located within a 100-year floodplain are protected from inundation and damage from 100-year or smaller flood events.

Dated this 18 day of September, 20 19.

Signed and Certified by:



_____, P.E.

***Please Note** - Work prepared under the control and direction of the signatory P.E. must contain the P.E.'s seal. Work done by others that the P.E. did not control or direct must have an accompanying letter indicating that the P.E. has reviewed such work and that it meets the regulatory requirement.

Pond Capacity Certification

Facility Name **Lardyn Consulting, LLC**

Date **9/17/2019**

To the Best of my knowledge I certify that the below referenced ponds are constructed to the current requirements of Colorado Department of Public Health and Environment Regulation CCR 61.17. and CCR 1002-81.6(1)(b)

<u>Pond</u>	<u>Design Volume</u> <u>W/2ft freeboard</u>	<u>Total Volume at</u>		<u>Runoff from</u> <u>Area</u> <u>Tributary*</u>	<u>Process</u> <u>Water</u> <u>Runoff and</u> <u>Storage</u>	<u>Applicable</u> <u>Design Storm</u>
		<u>TOB or</u> <u>Emergency</u> <u>Spillway Crest</u>	<u>Contributing</u> <u>Watershed</u>			
1	3.1 ac-ft	5 ac-ft	6.7 acres	1.3 ac-ft	1.8 ac-ft	10-yr 10 day Storm Event 4.63"
2	0.67 ac-ft	1.1 ac-ft	1.6 acres	0.45 ac-ft	0.22 ac-ft	
3	1.9 ac-ft	3.9 ac-ft	6.9 acres	1.7 ac-ft	0.2 ac-ft	
4	3 ac-ft	5 ac-ft	9 acres	0.82 ac-ft	2.18 ac-ft	
5	6.1 ac-ft	10 ac-ft	23 acres	4.5 ac-ft	1.6 ac-ft	
Storage Total	14.77 ac-ft	25 ac-ft	47.2 acres	8.77 ac-ft	6 ac-ft	

* Includes direct precipitation on pond surface

Calculations were completed under my direct supervision



Professional Engineer
Chad TeVelde

Engineering Narrative
Lardyn Consulting

9/12/2019

Lardyn Consulting is a feedyard located seven miles north of Sterling on Logan County Road 42.5. The facility is located at the intersection of County Road 42.5 and 37.5, to the east of County Road 37.5.

The facility has 2 major drainage basins, the east and west drainage basin. The East Drainage basin has 4 drainage sub-basins. The west drainage basin does not have any sub-basins. The east and west drainage basin are separated by County Road 37.5.

The drainage basins are isolated from upgradient runoff by means of County Roads 37.5 and 42.5. All impoundments are designed to contain runoff volumes accompanying the 10-year, 10-day design storm event.

The East Drainage Basin has 4 ponds which are associated with each of the sub-basins. All runoff captured within the Drainage Areas flows to their respective pond. The elevations of Ponds 4 through 1 decrease such that water would spill from Pond 4 to Pond 3 to Pond 2 to Pond 1. In the event of a design storm, water would flow from pond to pond via natural depressions that provide a direct flow path. All production area storm water ultimately drains into Pond 1. The top of berm elevation at Pond 1 is at-grade. A request for spillway variance has been submitted to CDPHE for approval.

The West Drainage Basin has 1 pond, Pond 5. All run off sheet flows from the pens to the north boundary where it is channelized and enters the pond on the east side. The feed storage area sheet flows toward the pond. The top of berm elevation at Pond 5 is at-grade. A request for spillway variance has been submitted to CDPHE for approval.

Staff gauges are installed in Ponds 1, 2, 3, 4, and 5. Marked in one-foot increments, the gauges clearly indicate the two-foot freeboard elevation and the minimum capacity necessary to contain the runoff from the 10-year, 10-day design storm event. The vegetation on the pond sides will be maintained so that the markers on the pond sides can be seen.

If wastewater were to discharge from Pond 1, the effluent would flow east to an unnamed drainage that flows into Cedar Creek. The discharge would continue down Cedar Creek about five miles where it joins the South Platte River.

If wastewater were to discharge from Pond 5, the effluent would flow north over the facility road into an abandoned farm irrigation ditch. The ditch would overtop and continue flowing east to Cedar Creek.

Cedar Creek runs to the east of the feedyard. Previously established pens in the northeast corner of the feedyard fall within potential reach of the 100-year floodplain. These pens have been abandoned, effectively separating the production area from the 100-year floodplain reach.

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE

3050 67th Avenue, Suite 200 □ Greeley, CO 80634

970.535.9318 / office □ 970.535.9854 / fax □ www.agpros.com

Request for Spillway Variance

Lardyn Consulting

Pond 1-

Lardyn Consulting requests a spillway variance for Pond 1. This pond is excavated, and the top of berm is located at grade. All storm runoff from the east side of the feedyard ultimately flows into Pond 1 due to the topography of the production area. Pond 1 has 2 feet of freeboard. If the East Drainage Basin were to receive a greater than design storm, Pond 1 would overtop on the northeast side of the pond. Since Pond 1 is below grade there is no threat to the structural integrity of the berms of the pond and therefore, does not require a spillway. A measurement of the discharge can then be estimated by analyzing the flow depth, flow width and flow time.

Pond 5-

Lardyn Consulting requests a spillway variance for Pond 5. This pond is located in the low spot of the West Drainage Basin on the west side of the facility. Pond 5 has 2 feet of freeboard. If the West Drainage Basin were to receive a greater than design storm event, Pond 5 would overtop on the north side of the pond and over the facility road. Pond 5 is below grade there is no threat to the structural integrity of the berms of the pond and therefore, does not require a spillway. A measurement of the discharge can then be estimated by analyzing the flow depth, flow width, and flow time.

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE

3050 67th Avenue, Suite 200 □ Greeley, CO 80634

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Attachment A

Include:

A map (USGS topographic map with 1:24,000 scale or 1:50,000 scale, or another topographic map of similar accuracy) that illustrates all of the following information:

- Location and outline of production areas and land application sites.
- Drainage pattern(s) from the production areas.
- Location and depths of functional wells, including monitoring wells, within one-half mile radius of the center of the production areas.
- Name and location of public roads located within 1.0 mile of the production areas.
- Name and location of surface water(s) that will receive the discharge(s) from each retention structure. Include all waterways (e.g., roadside borrow ditches, irrigation canals, and natural drainages) that connect the first receiving waterway to a navigable water. If the flow path of process wastewater from a retention structure does not connect to navigable water, indicate the terminus location. (e.g.: *From No. 3 spillway, eastward via unnamed ditch for approximately one mile to Timpas Creek, then north to the Arkansas River.*)

Attachment B

Include:

A site plan of the production area(s) that includes the locations of and, where appropriate, names of all of the following:

- Structures, including covered buildings or sheds, pens, milking parlors, office, confined production buildings, egg washing buildings, and other significant structures.
- Manure storage areas.
- Composting areas.
- Impoundments and tanks.
- Piping to impoundments and tanks and transfer piping between impoundments.
- Lift stations and piping to impoundments and wastewater tanks.
- Transfer piping between impoundments, wastewater tanks, manure separation systems, pens, and lift stations;
- Berms, including run-on diversion berms.
- Process wastewater conveyances.
- Location of the 100-year floodplain that exists, in whole or in part, within the production area.
- Location after each impoundment or wastewater storage tank where a planned discharge to waters of the U.S. will occur and where effluent samples will be collected.

Attachment C

Include:

A Standard Operating Procedure for measuring and recording precipitation to a detection limit of 0.1 inch.

ATTACHMENT C

Standard Operating Procedure for Precipitation Measuring and Recording

The Colorado Department of Health & Environment General Permit for CAFOs requires each permitted facility to implement a standard operating procedure per Subsection 61.17(5)(c)(xi) for measuring and recording precipitation at the permitted facility.

General

One precipitation gauge is located at the facility. It is installed where there will be no obstruction of precipitation reaching the gauge. The gauge is constructed and calibrated to measure precipitation to 0.1 inch and has a capacity of at least 5.0 inches. The gauge is located near the office.

Inspection

The rain gauge will be inspected on a routine basis (monthly) to ensure: 1) it is securely mounted and in proper working order, i.e., no cracks or breaks; 2) there is nothing obstructing the opening that would prevent precipitation from entering the gauge; and, 3) that any foreign material inside the gauge is removed. The inspection will be documented on the Facility Inspection checklist. Each time a precipitation measurement is taken each rain gauge will be observed for cracks, breaks or anything else that would prevent an accurate measurement.

Measuring and Recording

When a precipitation event begins an authorized person will record the date and time. The gauge shall be read at the end of each precipitation event or at least every 24 hours during long precipitation events. Each time a measurement is taken, the following information is recorded:

1. Date
2. Beginning and ending times of precipitation event (or amounts every 24 hours during long precipitation events)
3. Amounts of precipitation to the nearest 0.1 inch, including snow.

After the measurement is taken and information is recorded, the precipitation will be poured out of the gauge and placed back in its mount.

Recordkeeping Requirements

All precipitation measurements will be recorded on the precipitation log in the facilities' record keeping book. This information is to remain on-site for 5 years and be available for inspection and copying by the Director of Colorado Department of Health & Environment and/or authorized representatives.

Attachment D

Include:

A copy of the facility's Nutrient Management Plan that meets the requirements of section 61.17(8)(b) of Regulation No. 61



**RATIONALE FOR CERTIFICATION TO DISCHARGE UNDER COLORADO DISCHARGE PERMIT SYSTEM
GENERAL PERMIT COA-934000 MODIFICATION 1 FOR CONCENTRATED ANIMAL FEEDING OPERATIONS**

LARDYN CONSULTING, LLC

CERTIFICATION NUMBER COA-934024

I. FACILITY INFORMATION

- A. Facility Type: Concentrated Animal Feeding Operation
Annual Fee: \$750 + (\$0.09 x animal units)
Permitted Capacity: 10,000 Animal Units
Total Annual Fee: \$1,650
- B. Legal Contact: Richard Stull
Lardyn Consulting, LLC
823 Main Street
P O Box 220
Bridgeport, NE, 69336-0763
(380) 262-1500
- C. Facility Contact: Richard Stull
Lardyn Consulting, LLC
823 Main Street
P O Box 220
Bridgeport, NE 69336-0763
(380) 262-1500
- D. Facility Location: 18413 County Road 42.5
Sterling, CO 80751
Logan County

E. Facility Description:

Lardyn Consulting, LLC (facility) is a beef cattle operation with a confinement capacity of 10,000 head of cattle. The facility includes five impoundments (Pond #1, Pond #2, Pond #3, Pond #4 and Pond #5) for wastewater containment and storage. The production area consists of the cattle confinement pens, cattle processing and receiving structure, feed and commodities storage area, silage and hay storage areas, office, maintenance shops/sheds, employee housing, and the impoundments along with the associated conveyance structure.

Eastern Production Area

The production area is split in half by County Road 37.5. The eastern portion of the production area has four ponds that work in series (Pond #1, Pond #2, Pond #3, and Pond #4). These four ponds are connected by a natural depression that conveys wastewater between the four structures and ultimately towards Pond #1.

Pond #4 receives wastewater runoff from the seven southernmost cattle confinement pens via sheet flow. When at capacity, excess wastewater in Pond #4 flows into Pond #3. Pond #3 receives wastewater runoff from the six central cattle confinement pens and the cattle processing and receiving structure via sheet flow. When at capacity, excess wastewater in Pond #3 flows into Pond #2. Pond #2 receives wastewater runoff from one of the northernmost cattle confinement pens via sheet flow. When at capacity, excess wastewater in Pond #2 flows into Pond #1. Pond #1 receives



wastewater runoff from the other northernmost cattle confinement pen and areas around the maintenance shops/sheds via sheet flow.

The top of berm at Pond #1 is constructed at grade and a spillway exemption was approved by the Environmental Agriculture Program. Any overflow of wastewater or a discharge from Pond #1 would flow east to an unnamed drainage and into Cedar Creek. Cedar Creek flows approximately five miles to the east where it joins the South Platte River. The west side of Pond #1 serves as the discharge sampling and monitoring point for this portion of the production area.

Western Production Area

The western portion of the production area has only Pond #5 which receives wastewater runoff from the eight cattle confinement pens along with the feed storage area and the commodities barn.

Pond #5 is constructed below grade and a spillway exemption was approved by the Environmental Agriculture Program. The west side of Pond #5 serves as the discharge sampling and monitoring point for this portion of the production area. Any overflow of wastewater or discharge from Pond #5 would flow north over a facility access road into an abandoned farm irrigation ditch. If wastewater in the irrigation ditch would fill and overtop, flow would continue to the east and into Cedar Creek.

The abandoned cattle confinement pens located at the northeastern corner of the facility are located within the 100-year flood plain, but are not included as part of the production area. The abandonment of these pens has effectively separated the production area from the 100-year flood plain. These pens were abandoned prior to Lardyn Consulting, LLC taking ownership of the facility in 2018.

Clean water run-on is diverted by natural topography along the north, east, and south sides of the facility as well as northwest of County Road 37.5. County Roads 37.5 and 42.5 along with a culvert and berm divert clean water run-on from the remaining areas around the production area. A constructed berm is located between Field 1 and the eastern production area and was constructed for precautionary reasons as Field 1 slopes away from the production area. The berm ensures that no irrigation water from the center-pivot can enter the production area. Since the berm is only precautionary it does not meet the sizing requirements of the permit certification.

Manure is stored in the cattle confinement pens until transferred to a third party or land applied. The facility owns or controls 12 land application sites, totaling 505 spreadable acres, for the application of manure and wastewater. Details regarding the location of the land application sites are summarized in Part III below.

The volume of process wastewater and runoff generated at the facility as a result of the chronic storm is greater than that from a 25- year, 24-hour storm. The impoundment storage volumes and drainage basin runoff volumes for the chronic storm are shown below:

Impoundment Name	Volume at two feet of freeboard (acre-feet)	Volume of runoff from drainage basin (acre-feet)
Pond #1	3.1	1.3
Pond #2	0.67	0.45
Pond #3	1.9	1.7
Pond #4	3.0	0.82
Pond #5	6.10	4.50

II. CONFORMANCE WITH CERTIFICATION REQUIREMENTS



A complete Application to Be Certified Under the General Permit for Concentrated Animal Feeding Operations and Nutrient Management Plan (NMP) have been submitted and reviewed. Based on the information provided Lardyn Consulting, LLC meets all of the requirements for Certification under General Permit Number COA-934000 Modification 1.

III. NUTRIENT MANAGEMENT PLAN

As noted above, a complete Nutrient Management Plan (NMP) that satisfies the requirements of Part III of the general permit has been submitted and reviewed. The NMP has been approved with the issuance of this Certification and must be kept on-site as long as the operation maintains Certification under the general permit. The best management practices and procedures detailed in the NMP, as required to satisfy Part III (A)(1) through (9) of the general permit, and the terms of the NMP, listed in Part III (B)(1), are incorporated into this Certification by reference.

As prescribed in the NMP, the facility is responsible for soil sampling at depths outlined in the Colorado State University Cooperative Extension Best Management Practices for Manure Utilization-Bulletin 568A. The bulletin identifies the following for sampling depths as appropriate:

- 1 foot or less, to evaluate crop phosphorus, potassium, and other nutrient needs;
- 4 to 6 feet, from the deeper root zone after crop harvest and/or prior to any manure or effluent application to evaluate soil nitrate (NO₃);
- Soil sampling below the active root zone may be needed occasionally to document that nutrients are not leaving the root zone.
- Grasses will be sampled at 0-12 inches per Colorado State University recommendations.

A summary of location information related to the land application site(s) is provided in the table below:

Land Application Site	Spreadable Acres	County	Latitude	Longitude
F1	102	Logan	40.7400	-103.2131
F2N	13	Logan	40.7521	-103.2136
F2S	47	Logan	40.7469	-103.2158
F4	31	Logan	40.7531	-103.2105
W1	89	Logan	40.7469	-103.2248
W2	16	Logan	40.7438	-103.2200
W3	43	Logan	40.7514	-103.2262
W4	17	Logan	40.7514	-103.2218
M1	63	Logan	40.7507	-103.2315
M2	27	Logan	40.7544	-103.2319
M3	14	Logan	40.7517	-103.2356
M4	43	Logan	40.7563	-103.2374

IV. OPERATING REQUIREMENTS

Operating requirements are presented in Part IV of the permit.

V. RECORDKEEPING REQUIREMENTS

Recordkeeping requirements are presented in Part V of the permit.



VI. DISCHARGE MONITORING REQUIREMENTS

Monitoring requirements for discharges are presented in Part VI of the permit.

VII. REPORTING REQUIREMENTS

Reporting requirements are presented in Part VII of the permit

- A. Signatory Requirements: Signatory requirements for reports and submittals are presented in Part VII (B) of the permit.
- B. Annual Reports: The facility must submit an annual report to the Environmental Agriculture Program by March 31st of each year. The annual report must include the information detailed in Part VII (C) of the permit.
- C. Notifications: Special notifications are required in the event of a spill, bypass, or other noncompliance. Notification requirements are presented in Part VII (D) of the permit.

VIII. NMP CHANGES, PERMIT REOPENER, PERMIT RENEWAL, and FEE INFORMATION

- A. Changes to the NMP: For substantial changes to the terms of the NMP listed in Part III (B)(1) of the permit, the NMP and the facility's Certification under the permit will be changed as presented in Part III (C) of the permit.
- B. Reopener: The permit may be modified, suspended, or revoked in whole or in part during its term for any reason outlined in Part VIII (F) of the permit.
- C. Renewal: Requirements for permit renewal are discussed in Part I (H) of the permit.
- D. Fee Information: Permit fee requirements are presented in Part VIII (H) of the permit. An annual fee must be paid to the Colorado Department of Public Health and Environment to maintain coverage under the permit.

IX. ORIGINAL CERTIFICATION INFORMATION

- A. Public notice: The Application to be Certified Under the General Permit for Concentrated Animal Feeding Operations and Nutrient Management Plan were provided for public review and comment on January 12, 2023.

No comments received during the public notice period.

- B. Certification originally issued and effective: February 14, 2023
- C. General Permit effective date: July 7, 2022
- D. General Permit expiration date: January 10, 2027

X. MODIFICATIONS AND AMENDMENTS

MINOR MODIFICATION

On March 20, 2023, the Environmental Agriculture Program received an amended Application to be Certified Under the General Permit for Concentrated. The amendment included updated addresses and contacts for the facility. As a result, this rationale was modified to reflect these changes.

Thaine Kramer
Environmental Agriculture Program
Colorado Department of Public Health and Environment
March 22, 2023

This Certification was approved by:



Thaine C. Kramer, Environmental Protection Specialist
Environmental Agriculture Program, Colorado Department of Public Health and Environment



AGPRO ■ LANDPRO

COMPLETE LAND AND RESOURCE SOLUTIONS

Lagoon Liner Seepage Rate

Facility Name Two Mile Ranch

Seepage rates are calculated by applying Darcy's Law for permeability analysis. The hydraulic permeability (k) for these lagoons was calculated by Earth Engineering Consultant, Inc., in accordance with ASTM Specification D-2922. Darcy's Law is the primary model used to design and evaluate effectiveness of liners in manure storage facilities. Darcy's Law relates the amount of seepage expected to occur to particular soil characteristics, liner thickness, and maximum depth of liquid in the pond.

The resulting hydraulic permeability laboratory results are reported in cm/s. Final seepage rates can then be calculated as follows:

$$v = k (H + d) / d$$

v = Seepage Rate (cm/sec)

k = Permeability coefficient of soil liner (cm/sec)

H = Maximum liquid depth (ft)

d = Thickness of liner (ft)

Pond ID	Laboratory Determined Permeability Factor 'k' (cm/s)	Maximum Design Water Depth for Pond (ft) 'H'	Lagoon Liner Thickness (ft) 'd'	Calculated Seepage Rate (cm/s) 'v'
Pond #1	1.40E-08	3.00	2.00	3.50E-08
Pond #2	1.40E-08	6.00	2.00	5.60E-08
Pond #3	1.40E-08	6.00	2.00	5.60E-08
Pond #4	1.40E-08	6.00	1.00	9.80E-08

Calculations Reviewed By:

Eric W. Dunker, P.E.



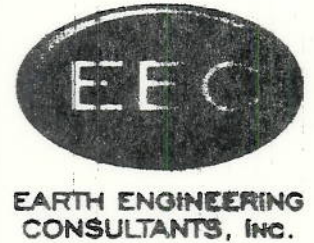
ENGINEERING, PLANNING, CONSULTING & REAL ESTATE
AGP Professionals, LLC / LANDPROfessionals, LLC

1350 Highway 66 • Longmont, CO 80504

© 970.535.9318 / office • 303.485.7838 / fax • 970.535.9854 / fax • www.agpros.com

November 14, 2005

AgPro Environmental Services, LLC
4311 Highway 66, Suite
Longmont, Colorado 80504



Attn: Mr. Derek Godsey

Re: Construction Observation and Testing
Two Mile Ranch
Sterling, Colorado
EEC Project No. 6054037

Mr. Godsey:

As requested, Earth Engineering Consultants, Inc. (EEC) personnel provided construction observation and testing services to you for the referenced project. Those services were provided on a part-time, on-call basis and involved sampling of potential low permeability liner material and observation and testing of materials placed/prepared for development of a low permeability liner for the ponds located at the Two Mile Ranch facility. Results of the observation and testing completed by EEC personnel during the referenced period are provided with this report

Liner Material – Potential Import

We understand holding ponds are proposed for construction at the Two Mile Ranch facility. We understand the materials required for the development of the low permeability liner could be excavated from within the facility areas and/or from a potential borrow site near the facility.

At your request, on August 29, 2005, EEC personnel visited the site to obtain samples of the potential liner materials. A representative sample of the potential liner material was obtained from within pond #1 and pond #2 and from the excavated materials from pond #3. At the direction of AgPro Environmental Services, LLC, no laboratory tests were performed on the sampled materials. However, in the event future circumstances would require laboratory testing, those samples will be held in our laboratory for approximately 90 days from the date of this letter. Samples could be held for an extended period of time at your request.

2400 EAST BIJOU AVENUE, SUITE B
FORT MORGAN, COLORADO 80701
(970) 867-1224 (FAX) 867-1225

Liner Material - In-situ

On October 6, 2005, EEC personnel visited the site to perform field density testing and material sampling on liner materials within the four (4) holding ponds at the referenced project. The site visit was at the request of AgPro Environmental Services, LLC and by representatives of Two Mile Ranch facility to determine the depth, extent and suitability of the placed/prepared material for use as a low permeability liner within holding ponds.

Nuclear moisture/density tests were completed in the field on the in-place liner materials that had been placed/prepared and compacted prior to our site visit. The field density tests were completed at random locations within the pond areas and were performed in general accordance with ASTM Specification D-2922. The results of the field density tests completed by EEC personnel are shown on the attached summary sheets. The approximate test locations are indicated on the attached site diagrams.

In addition, EEC personnel performed visual observation of the liner thickness by hand angering through the placed liner materials. Liner thickness observations and locations are included on the attached summary sheet.

A composite sample of the liner material was obtained from each of the holding ponds and returned to our office for laboratory testing. The liner material obtained from the site consisted of brown to light brown sandy lean clay and appeared to be generally consistent from pond to pond.

Laboratory testing included a falling head permeability test (ASTM D 5856) completed on a select sample. The falling head permeability test was remolded at a dry density approximately equal to the lowest in-situ dry density as measured in the field. The results of the completed falling head permeability test are shown on the attached summary sheet. The permeability tests indicated a coefficient of permeability rate of approximately 1.40×10^{-8} cm/sec.

Based on the results of the completed falling head permeability test, it is our opinion the placed/prepared liner material could be used as a low permeability liner for the holding ponds at the referenced project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we can be of further service to you in any other way, please do not hesitate to contact us.

Very truly yours,
Earth Engineering Consultants, Inc.

Ethan Wiechert
cgw
Ethan Wiechert, E.I.T.
Project Engineer

Reviewed by:



Lester L. Litton, P.E.
Principal Engineer

EARTH ENGINEERING CONSULTANTS, INC.
SUMMARY OF LABORATORY TEST RESULTS

TWO MILE RANCH
EEC PROJECT NO. 3054037

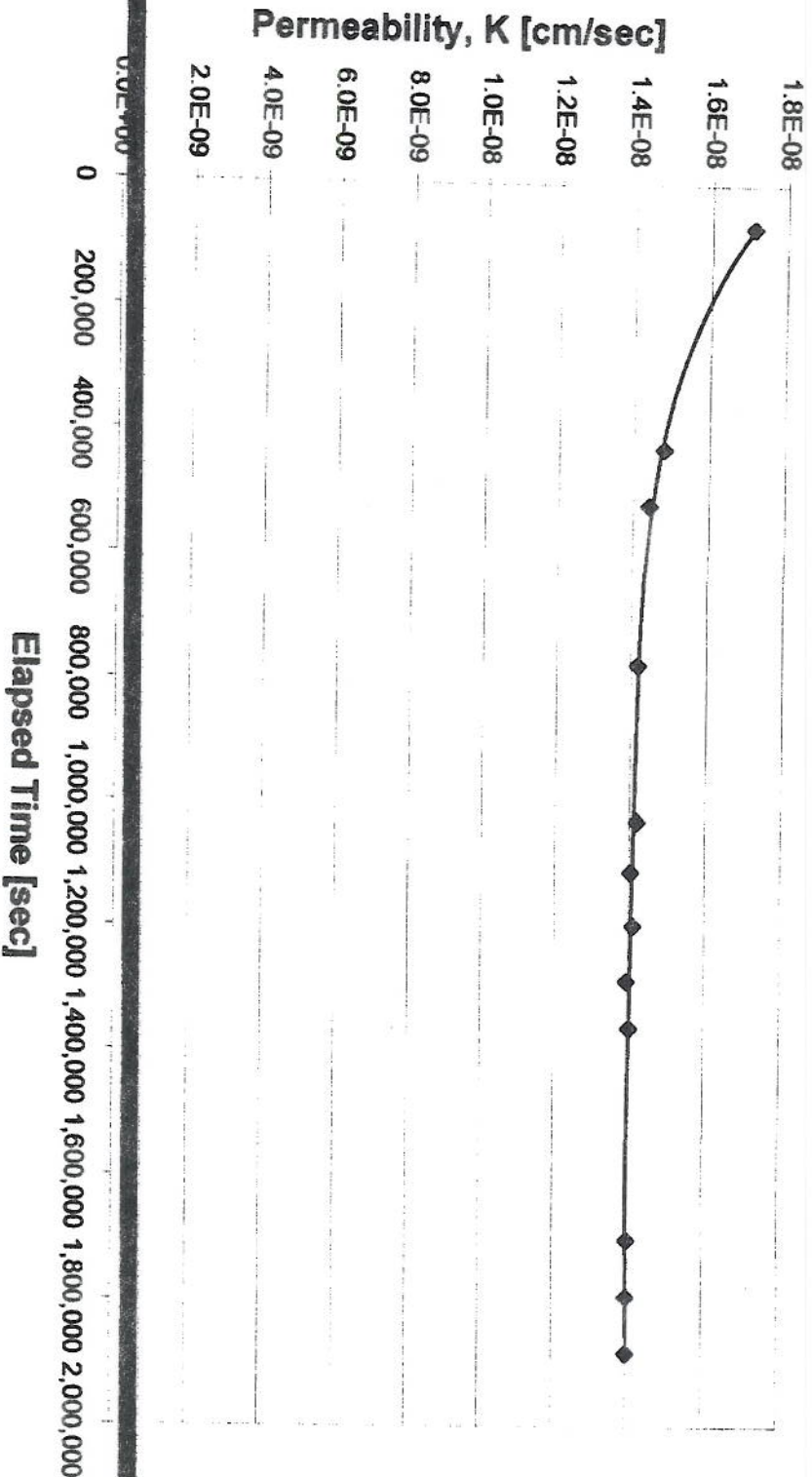
Test No.	Date	Location	Field Measured Dry Density (pcf)	Field Measured Moisture Content	Approximate Liner Thickness (in)
1	10/6	Liner - Pond 4 (See Diagram)	102.9	9.7%	12 1/2
2	10/6	Liner - Pond 4 (See Diagram)	107.6	8.4%	12
3	10/6	Liner - Pond 4 (See Diagram)	104.0	10.0%	--
4	10/6	Liner - Pond 4 (See Diagram)	104.5	10.3%	13
5	10/6	Liner - Pond 4 (See Diagram)	103.6	9.7%	12 1/2
6	10/6	Liner - Pond 3 (See Diagram)	102.6	19.5%	24+
7	10/6	Liner - Pond 3 (See Diagram)	96.7	17.1%	24+
8	10/6	Liner - Pond 3 (See Diagram)	100.3	12.6%	24+
9	10/6	Liner - Pond 3 (See Diagram)	96.6	10.5%	24+
10	10/6	Liner - Pond 2 (See Diagram)	98.7	14.6%	24+
11	10/6	Liner - Pond 2 (See Diagram)	96.8	15.4%	24+
12	10/6	Liner - Pond 2 (See Diagram)	96.9	12.6%	24+
13	10/6	Liner - Pond 2 (See Diagram)	98.0	15.1%	24+
14	10/6	Liner - Pond 1 (See Diagram)	102.0	14.8%	24+
15	10/6	Liner - Pond 1 (See Diagram)	99.6	13.6%	24+
16	10/6	Liner - Pond 1 (See Diagram)	101.4	19.3%	24+
17	10/6	Liner - Pond 1 (See Diagram)	106.2	14.8%	24+
18	10/6	Liner - Pond 1 (See Diagram)	108.4	14.0%	24+
19	10/6	Liner - Pond 1 (See Diagram)	104.8	17.2%	24+
20	10/6	Liner - Pond 1 (See Diagram)	107.7	15.2%	24+
21	10/6	Liner - Pond 1 (See Diagram)	102.1	20.8%	24+
22	10/6	Liner - Pond 1 (See Diagram)	100.6	18.9%	24+
23	10/6	Liner - Pond 1 (See Diagram)	103.8	18.3%	24+

Project: Two Mile Ranch
Location: Sterling, Colorado
Project No. 3054037
Date: November 2005



PERMEABILITY TEST RESULTS **TWO MILE RANCH - STERLING, COLORADO**

Material Description: Light Brown Sandy Clay			
Liquid Limit: --	Plasticity Index: --	% Passing #200 Sieve: --	
Beginning Moisture: 15.1%	Dry Density: 96.5 pcf	Ending Moisture: 25.0%	

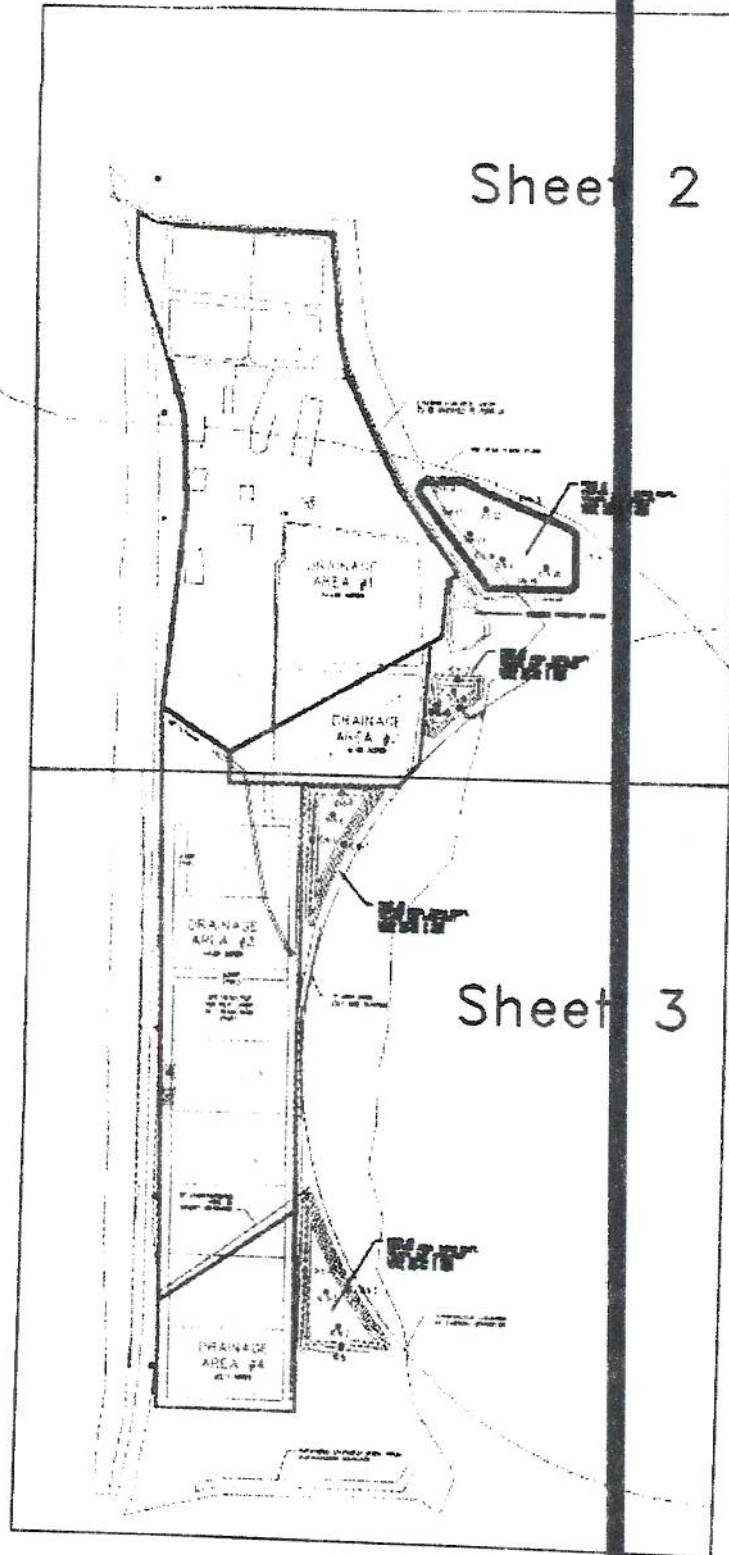


EEC Project Number: 3054037
 Material Designation: Existing Liner Material
 Sample Location: Pond #3 - See Diagram

Date: November 2005



Sheet 2

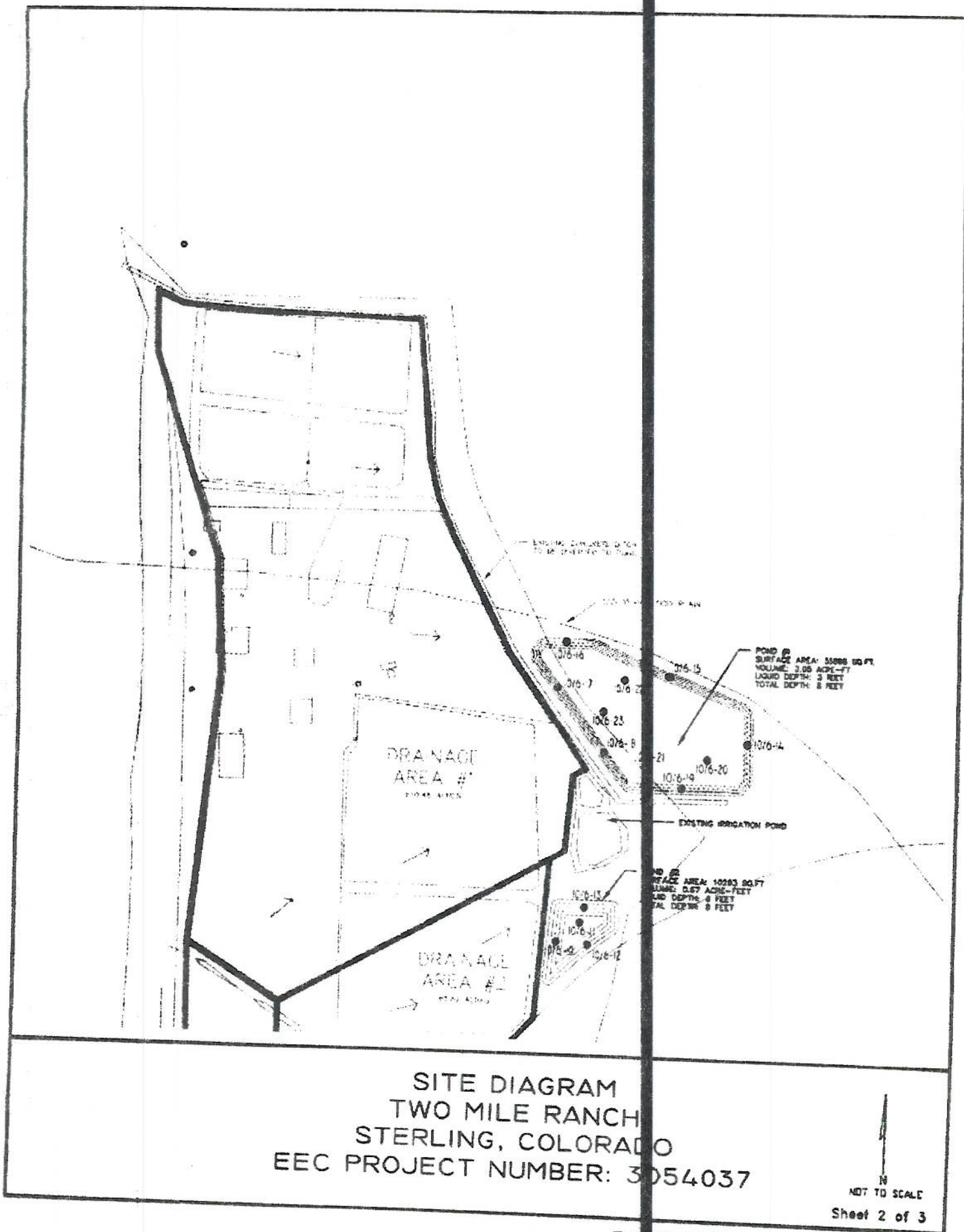


Sheet 3

SITE DIAGRAM
TWO MILE RANCH
STERLING, COLORADO
EEC PROJECT NUMBER: 3054037

N
NOT TO SCALE
Sheet 1 of 3

EARTH ENGINEERING CONSULTANTS



EARTH ENGINEERING CONSULTANTS

September 23, 2019

Colorado Department of Public Health and Environment
Attn: Thaine Kramer
DEHS-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Subject: Lardyn Consulting Pond Cleaning SOP and Liner Certifications
AGPRO Project #2231-01

Dear Mr. Kramer,

Please find enclosed a revised Pond Cleaning SOP and a pond liner certification for the newly constructed Pond 5 at Lardyn Consulting, LLC, located in Sterling, CO. The facility was formerly Two Mile Ranch, and all additional liner certifications as well as the former SOP were submitted to CDPHE under this name.

Please feel free to contact me should you have any questions.

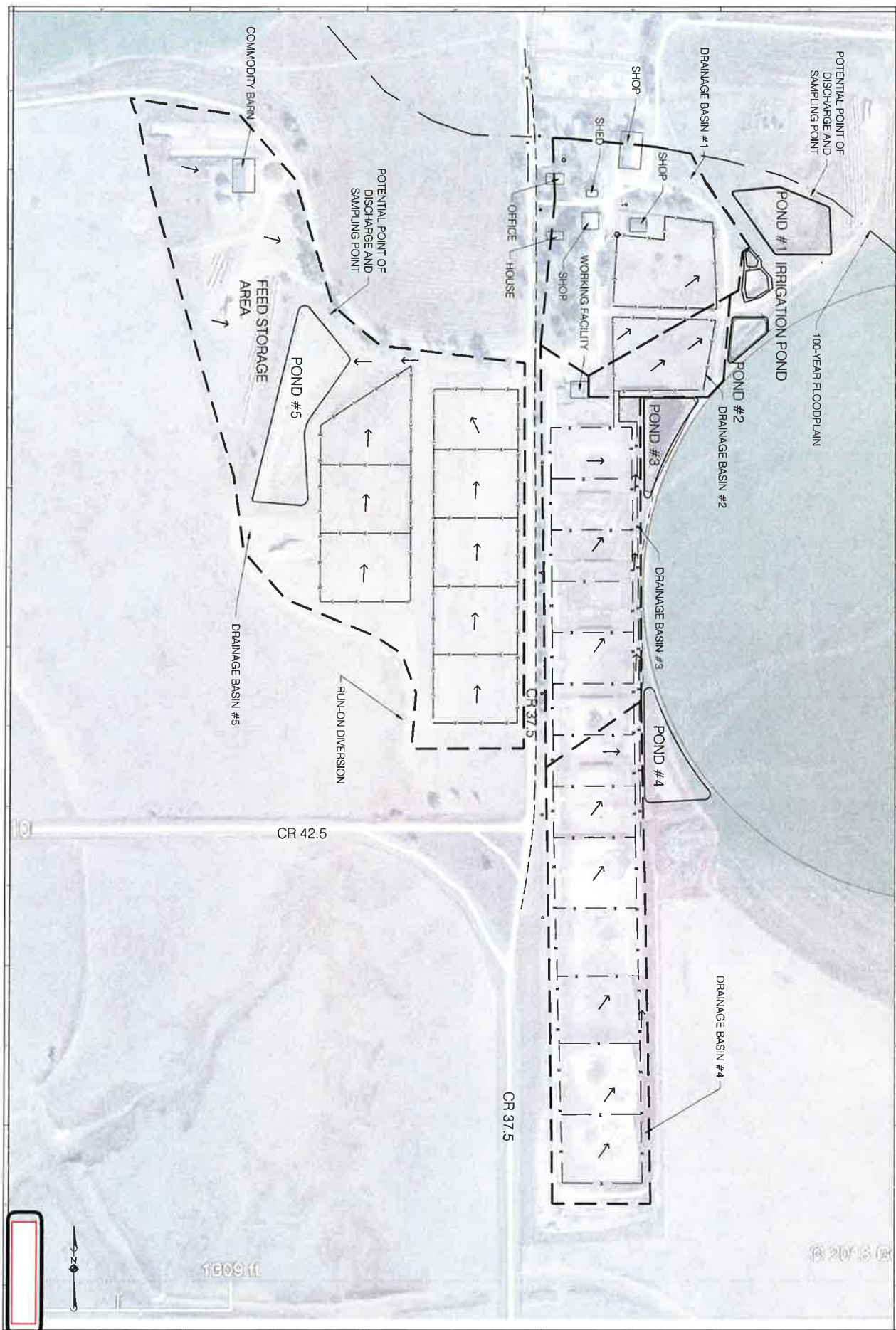
Sincerely,



Valene Lickley
Engineer

Enclosure: Map of Impoundments, SOP, Liner Certifications

CC: Elyce York, Lardyn Consulting



Standard Operating Procedure (SOP)

For Pond Cleaning and Liner Protection

Section 81.8(3) of Regulation 81 (Animal Feeding Operations Control Regulation 5 CCR 1002-81) requires that all Concentrated Animal Feeding Operations (CAFOs) submit a Standard Operating Procedure (SOP) for removal of manure from impoundments. Removal of manure must be accomplished in a manner that does not damage the integrity of the liner. The approved SOP must be followed whenever manure, including sludge, is removed from the facility's impoundments (including settling basins).

Name of Facility: Lardyn Consulting, LLC

Address: 18413 County Road 42.5

Sterling, CO 80751

Contact: Elyce York

Phone: 970-522-2549

Fill in the table below with the pond identification; an estimate of length, width, and depth; procedure used to clean the pond; and the measure taken to protect the pond liner. Select all that apply from list 1 for removal methods and list 2 for liner protection methods that best match your operation and fill the chart with the corresponding number from list 1 and 2. Use Number 13 for "other" and explain.

Pond ID or description	Type of Liner	Estimate length x width x depth	Removal Method(s) (From list 1)	Liner Protection Method(s) (From list 2)	Cleaning Frequency per year
Pond 1	Earthen	190'x225'x3'	2	7,8	1/10 years
Pond 2	Earthen	130'x90'x6'	2	7,8	1/10 years
Pond 3	Earthen	280'x160'x6'	2	7,8	1/10 years
Pond 4	Earthen	320'x180'x6'	2	7,8	1/10 years
Pond 5	Earthen	580'x180'x 6'	2	7,8	1/10 years

List 1 – Removal Methods

1. Cleaning not needed (*justify in item 13*)
2. Backhoe / excavator/ loader (*circle one*)
3. Biological Treatment
4. Dredging / bucket or suction (*circle one*)
5. Pump w/agitation w/out agitation (*circle one*)**
6. Agitation

List 2 – Liner Protection Methods

7. Remove teeth from bucket or implement
8. Add protective lip to bucket or implement
9. Continual visual inspection used during pumping or agitation
10. Use a liner that will not erode during cleaning
11. Partial cleaning (*explain in item 13*)
12. Experienced Contractor* (*must complete below*)

***Contract Cleaning – Contractor/Business Name**

License No.

Date

(Experienced Contractor cleaning must also include at least one additional item from List 2)

13. Other (explain) _____

****** If the facility chooses pumping (list 1, item 5) as an option for manure removal, the pipe inlet must be placed at a minimum of six inches above the impoundment liner. Information from the site map or survey will provide the operator with the impoundment depth and the operator can then measure the length of the pipe and place the inlet appropriately.

The facility will identify the top of the lagoon liner by surveying or measuring the depth of the lagoon. The survey or measurements will include the depth of the pond and the slope of the lagoon embankment. The operator can measure the depth of the manure layer using the information included in the survey or site map by measuring the depth of the pond to the top of the manure layer. A copy of the survey or a site map will be kept with the SOP.

A staff gauge will be installed in most lagoons that will indicate the top of the lagoon liner. Lagoon gauges will be labeled on the site map and will assist the operator as to where the lagoon liner begins. Where staff gauges exist, this will be the method of identifying the top of the liner.

If the facility revises its SOP, the amended SOP will be submitted to the Ag Program for approval within 30 days of a change having been made. For example, a new impoundment or different liner having been constructed would require a revision of the SOP.

After cleaning each impoundment, the operator will conduct a visual inspection, certify that this approved SOP was followed and notify the Ag Program within 30 days of the removal event if this SOP is not followed. The facility must make all certifications available on-site and submit them to the Ag Program upon request.

For concrete-lined impoundments, a certification for each removal event is not required. The operator will implement the below protocol:

- 1) Drain and clean the impoundment every five years and use best professional judgment to determine whether the liner integrity is damaged such that the impoundment is no longer capable of having a maximum seepage rate of 1×10^{-6} cm/sec.
- 2) Within five days of this liner inspection, certify that the impoundment remains capable of having a maximum seepage rate of 1×10^{-6} cm/sec. The certification shall include photographs supporting the determination.
- 3) If the impoundment is no longer capable of having a maximum seepage rate of 1×10^{-6} cm/sec, the operator shall:
 - a. Repair the impoundment within 30 days of the liner inspection to ensure that the impoundment maintains a maximum seepage rate of 1×10^{-6} cm/sec.
 - b. Within 14 days of the impoundment having been repaired, submit to the Ag Program evidence of the repair having been properly completed. The evidence shall consist either of photographs with accompanying written documentation or other evidence as approved by the Ag Program.

Elyce M York 9/16/19 Elyce M York
Owner/Operator signature Date Print Name

UPON APPROVAL BY THE AG PROGRAM, THIS SOP WILL BE SIGNED BY THE AG PROGRAM AND RETURNED TO THE FACILITY. THE APPROVED SOP MUST BE AVAILABLE ON-SITE AND SUBMITTED TO THE AG PROGRAM UPON REQUEST.

AG PROGRAM SOP CERTIFICATION APPROVAL
SIGNATURE

DATE

Liner Test Report- Lardyn Consulting

9/23/2019

Seepage rates are calculated by applying Darcy's Law for permeability analysis. The hydraulic permeability (k) for these lagoons was calculated using data collected by SoilLogic, Inc.

The seepage rate was measured from remolded soil samples in the pond. From the data collected, the k value was calculated. The calculated k value was used to determine the seepage rate at maximum liquid depth of the pond.

Darcy's Law is the primary model used to design and evaluated effectiveness of liners in manure storage facilities. Darcy's Law relates the amount of seepage expected to occur to particular soil characteristics, liner thickness, and maximum depth of liquid in the pond where:

$$v = k (H + d) / d$$

v = Seepage Rate (cm/sec)
 k = Permeability coefficient of soil liner (cm/sec)
 H = Maximum liquid depth (ft)
 d = Thickness of liner (ft)



Chad TeVelde, PE

The pond liner testing procedure, data collection, and calculations were completed under my supervision.

The resulting hydraulic permeability laboratory results are reported in cm/s. Final seepage rates can then be calculated as followed:

Pond ID	Liner Material	Laboratory Determined Permeability Factor 'k' (cm/s)	Maximum Design Water Depth for Pond (ft) 'H'	Lagoon Liner Thickness (ft) 'd'	Calculated Seepage Rate (cm/s) 'v'
Pond 5	Earthen	4.86E-09	6.00	1.00	3.40E-08

Based on AGPRO survey 8-16-19



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

CERTIFICATION

COLORADO DISCHARGE PERMIT SYSTEM

GENERAL PERMIT - MODIFICATION 1

CONCENTRATED ANIMAL FEEDING OPERATIONS

This Certification specifically authorizes **LARDYN CONSULTING, LLC** to discharge to surface waters as of **FEBRUARY 14, 2023** when operated in compliance with the terms and conditions set forth herein.

The applicable storm event is the **CHRONIC** Storm.

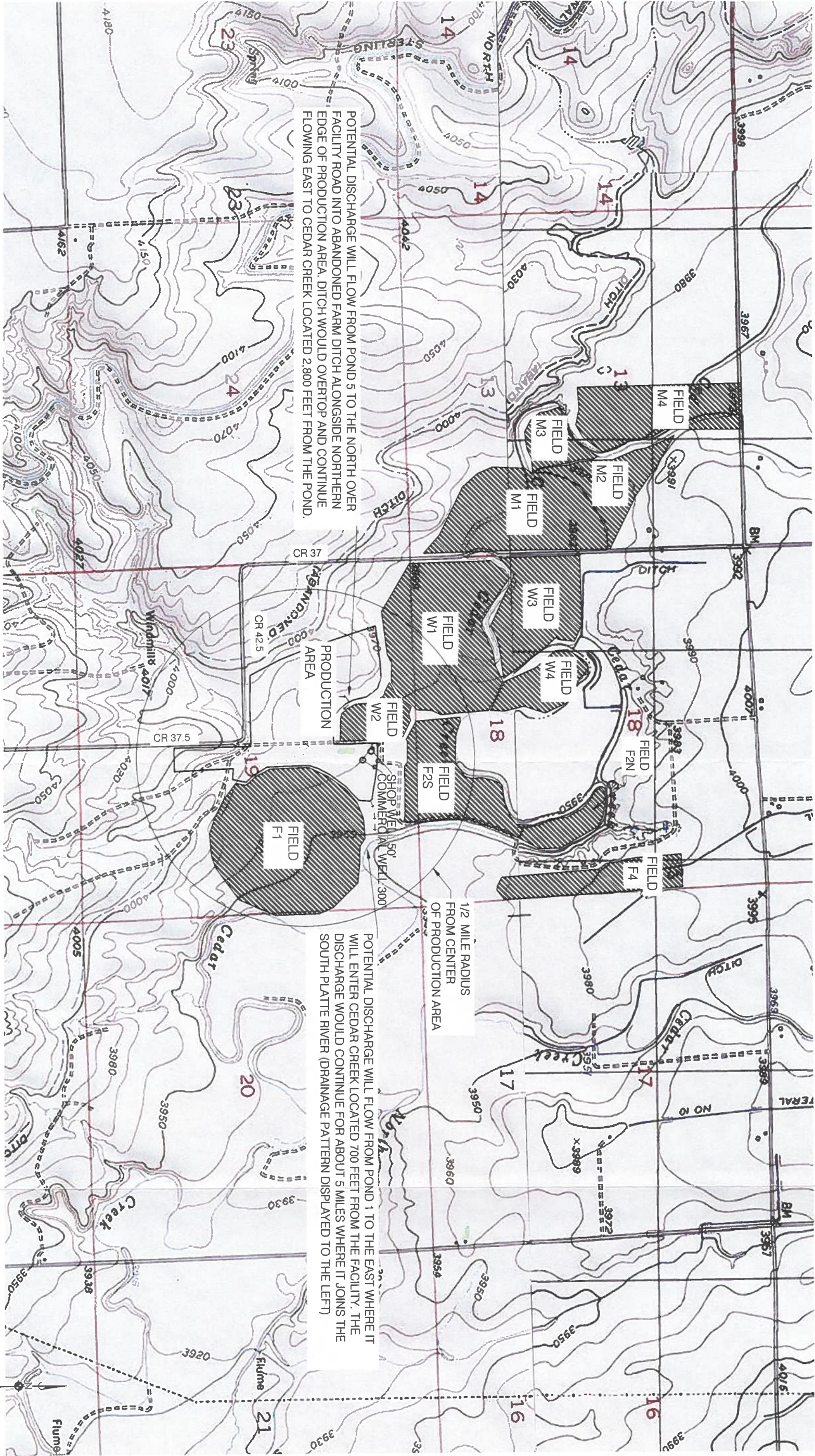
The discharge points for the production are the spillways in place on Pond #1 and Pond #5.

SITE-SPECIFIC CONDITIONS

1. The facility has an approved spillway exemption for the following impoundments:

Pond #1 and Pond #5

2231-01 LARDYN CONSULTING



SCALE: 1" = 1500'

A-1

SHEET:

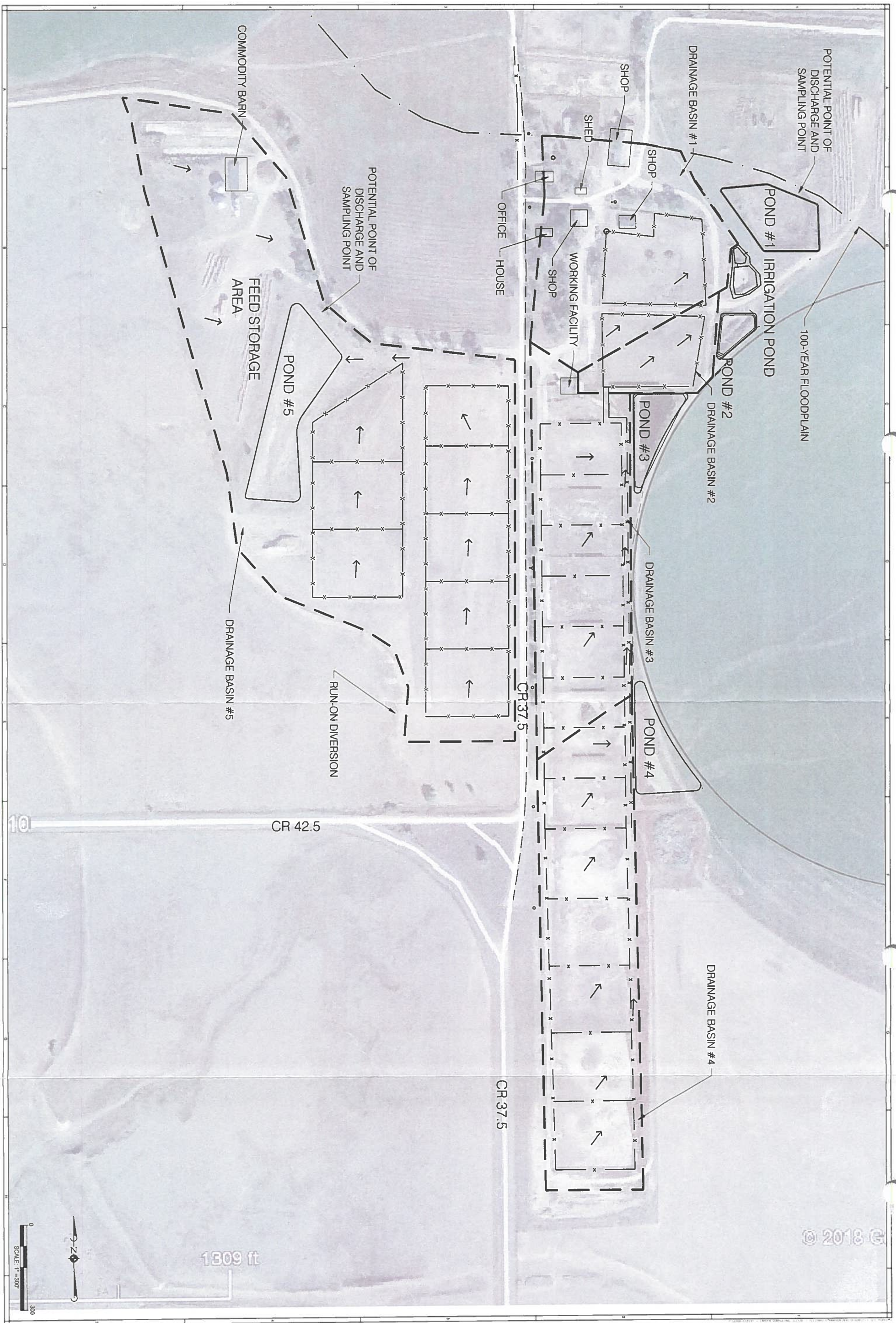
LARDYN CONSULTING
ATTACHMENT A
LOGAN COUNTY, COLORADO



AGPROprofessionals
DEVELOPERS OF AGRICULTURE

3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9854

	DATE: September 18, 2018		DRAWN BY: AGPRO	
	REVISIONS			
	1	DESC		
	2	DESC		
	3	DESC		
	4	DESC		
	5	DESC		



B

SHEET:

LARDYN CONSULTING
SITE PLAN
 LOGAN COUNTY, COLORADO



AGPROprofessionals
 DEVELOPERS OF AGRICULTURE

3050 67th Avenue, Suite 200, Greeley, CO 80634
 (970) 535-9318 • fax: (970) 535-9854



DATE <u>September 12, 2019</u>		DRAWN BY <u>AGPHO</u>	
REVISIONS			
R1	DESC.		
R2	DESC.		
R3	DESC.		
R4	DESC.		
R5	DESC.		





RESOLUTION

NO. 2019-22

A RESOLUTION GRANTING THE RENEWAL AND AMENDMENT OF SPECIAL USE PERMIT #189 ISSUED TO LARDYN CONSULTING, LLC, FOR THE OPERATION OF A 5,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO.

WHEREAS, Lardyn Consulting, LLC, has applied to amend and renew Special Use Permit #189 for a 5,000 head continued operation of and existing cattle feedlot operation lying in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado; and

WHEREAS, the Board of Logan County Commissioners established a Special Use Permit on the identified land for a 5,000 head cattle feedlot on the 26th day of January, 2010 for Jonathon Pauling dba Two Mile Ranch, with such operation continuing to present, and now under the ownership of Lardyn Consulting, LLC, under full compliance with all applicable Federal, State, County and Northeast Colorado Health Department (NCHD) regulations; and

WHEREAS, the Applicant submitted an Engineering Report and Site Plan in support of the application, detailing the proposed feedlot operation; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment and renewal of Special Use permit #189 at its April 16, 2019 meeting; and

WHEREAS, the State of Colorado Department of Public Health and Environment, Environmental Agriculture Program, has registered this facility to a maximum capacity of 2,500 animal units and the facility is operating at or below this cap; and

WHEREAS, on April 30, 2019, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended and renewed Special Use Permit #189 for Lardyn Consulting, LLC, to operate a 5,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of Lardyn Consulting, LLC to renew and amend Special Use Permit #189 for a 5,000 head cattle feedlot, with related equipment and structures, as defined by CDPHE regulations, to be located in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado as described in the Engineering Report and Site Plan submitted by the Applicant, is hereby approved, subject to the following conditions:

1. The permit term shall be for ninety-nine (99) years on the identified and approved Special Use Permit #189. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all other Federal, State and local rules and regulations. Periodic reviews for compliance with such regulations shall be conducted every five (5) years. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

3. The Applicant must obtain the CAFO approvals and permits required by the Colorado Department of Public Health and Environment (CDPHE) consistent with the land use authorized herein.

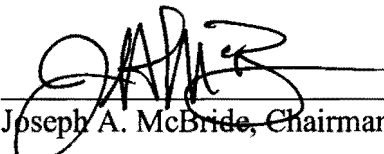
II. FINDINGS OF FACT:

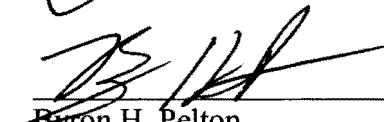
1. The continued use on the described site is compatible with the Logan County Master Plan and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for a cattle feedlot operation.
2. This facility is State CDPHE permitted for a capacity of 2,500 head, with additional approval and permitting required for the capacity limit of 5,000 head.

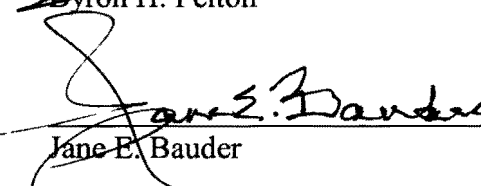
BE IT THEREFORE RESOLVED, that Special Use Permit #189 is renewed allowing Lardyn Consulting, LLC, to operate a 5,000 head maximum confined animal unit feeding operation located on the above described property, subject to application for renewal for continued permitted use after May 21, 2118. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicants are responsible for complying with all of the foregoing conditions of this permit. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done this 30th day of April, 2019.

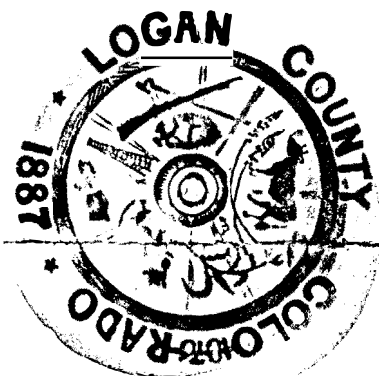
LOGAN COUNTY BOARD OF COMMISSIONERS LOGAN COUNTY, COLORADO


Joseph A. McBride, Chairman ☒ (Ave) ☐ (Nay)


Byron H. Pelton ☒ (Ave) ☐ (Nay)


Jane E. Bauder ☒ (Ave) ☐ (Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 30th day of April, 2019.




County Clerk and Recorder

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Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-8-24) (Mandatory 8-24)

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

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

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

known as: _____
Street Address City State Zip

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

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

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

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

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., 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:

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

53 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
54 applicable legal instrument.

55 **2.5.4. Leased Items.** ~~The following personal property is currently leased to Seller which will be transferred to Buyer~~
56 ~~at Closing (Leased Items):~~

57
58
59
60
61 Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
62 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
63 receive such approval this Contract terminates.

64
65 ☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
66 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
67 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar
68 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
69 before Closing. If Buyer does not receive such approval this Contract terminates.

70
71 **2.6. Exclusions.** The following items are excluded (Exclusions):

72
73
74
75 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

76 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

77
78
79
80 ~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

81 ☐ **2.7.2. Other Rights Relating to Water.** ~~The following rights relating to water not included in §§ 2.7.1., 2.7.3.,~~
82 ~~2.7.4. and 2.7.5., will be transferred to Buyer at Closing:~~

83
84
85
86
87
88 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. ~~Buyer understands that if~~
89 ~~the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes;~~
90 ~~Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered~~
91 ~~with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a~~
92 ~~registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in~~
93 ~~connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is~~

94
95 ☐ **2.7.4. Water Stock.** ~~The water stock to be transferred at Closing are as follows:~~

96
97
98
99 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
100 conveyed as part of the Purchase Price as follows:

101
102
103
104 ~~If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of~~
105 ~~the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.~~

106 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water);
107 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by
108 executing the applicable legal instrument at Closing.

109 **2.7.7. Water Rights Review.** ~~Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory~~
110 ~~to Buyer on or before the Water Rights Examination Deadline.~~

111 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

112
113
114
115

116 **3. DATES, DEADLINES AND APPLICABILITY.**

117 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	
5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	

40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, 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	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$	\$

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 _____, will be payable to and held by _____ (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

149 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
150 Money Holder in this transaction will be transferred to such fund.

151 **4.3.1. ~~Alternative Earnest Money Deadline.~~** The deadline for delivering the Earnest Money, if other than at the
152 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline.**

153 **4.3.2. ~~Disposition of Earnest Money.~~** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
154 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
155 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
156 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
157 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
158 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
159 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
160 Release form), within three days of Buyer's receipt.

161 **4.3.2.1. ~~Seller Failure to Timely Return Earnest Money.~~** If Seller fails to timely execute and return the
162 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
163 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

164 **4.3.2.2. ~~Buyer Failure to Timely Release Earnest Money.~~** If Buyer fails to timely execute and return the
165 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
166 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

167 **4.4. Form of Funds; Time of Payment; Available Funds.**

168 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
169 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
170 check, savings and loan teller's check and cashier's check (Good Funds).

171 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
172 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
173 NONPAYING PARTY WILL BE IN DEFAULT.**

174 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have
175 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

176 **4.5. New Loan. (Omitted as inapplicable)**

177 **4.5.1. ~~Buyer to Pay Loan Costs.~~** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
178 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

179 **4.5.2. ~~Buyer May Select Financing.~~** Buyer may pay in cash or select financing appropriate and acceptable to
180 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
181 Provisions).

182 **4.5.3. ~~Loan Limitations.~~** Buyer may purchase the Property using any of the following types of loans:
183 ☐ **Conventional** ☐ **Other** _____:

184 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
185 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
186 presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐
187 **Property Insurance Premium** and ☐ _____.

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

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

197 This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received
198 by all parties and the Closing Company on or before Closing.

199 **4.7. ~~Seller or Private Financing. (Omitted as inapplicable)~~**

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

204 **4.7.1. ~~Seller Financing.~~** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
205 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or
206 Private Financing Deadline.**

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

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

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

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

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

~~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 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit 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 satisfactory to Buyer, in Buyer's sole subjective discretion.~~

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

~~5.3. **Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller 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 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 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.~~

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

6. APPRAISAL PROVISIONS.

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

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

261 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
262 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
263 **Objection Deadline**:
264 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
265 or
266 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
267 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
268 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
269 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
270 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
271 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).
272 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
273 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting);
274 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
275 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
276 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
277 satisfaction of the Lender Property Requirements is waived in writing by Buyer.
278 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer**
279 ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
280 agent or all three.

281 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
282 Communities and subject to one or more declarations (Association):
283 **7.1. Common Interest Community Disclosure.** ~~THE PROPERTY IS LOCATED WITHIN A COMMON~~
284 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
285 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
286 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
287 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~
288 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~
289 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~
290 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~
291 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~
292 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~
293 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~
294 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~
295 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~
296 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~
297 ~~ASSOCIATION.~~
298 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
299 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
300 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
301 of the Association Documents, regardless of who provides such documents.
302 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:
303 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
304 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
305 C.R.S.;
306 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
307 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
308 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
309 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
310 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
311 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
312 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
313 (Association Insurance Documents);
314 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
315 disclosed in the Association's last Annual Disclosure;
316 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
317 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
318 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

319 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
320 Association's community association manager or Association will charge in connection with the Closing including, but not limited
321 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
322 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
323 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
324 7.3.5., collectively, Financial Documents);

325 ~~7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,~~
326 ~~C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction~~
327 ~~Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.~~
328 ~~(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common~~
329 ~~elements or limited common elements of the Association property.~~

330 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
331 Terminate under § 24.1., on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in
332 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
333 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
334 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
335 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
336 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
337 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
338 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

339 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

340 8.1. Evidence of Record Title. [See Due Diligence Packet](#)

341 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
342 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
343 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
344 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
345 and delivered to Buyer as soon as practicable at or after Closing.

346 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
347 company to furnish the owner's title insurance policy at Buyer's expense. On or before ~~Record Title Deadline~~, Buyer must furnish to
348 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
349 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

350 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ ~~Will~~ ☐ ~~Will Not~~ contain Owner's
351 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
352 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
353 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
354 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
355 ☐ Buyer ☐ Seller ☐ **One Half by Buyer and One Half by Seller** ☐ **Other** _____.
356 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
357 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
358 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
359 § 8.7. (Right to Object to Title, Resolution).

360 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
361 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
362 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
363 Documents).

364 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
365 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
366 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
367 party or parties obligated to pay for the owner's title insurance policy.

368 **8.1.6. Existing Abstracts of Title.** ~~Seller must deliver to Buyer copies of any abstracts of title covering all or any~~
369 ~~portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.~~

370 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
371 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
372 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
373 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
374 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
375 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
376 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

377 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
378 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
379 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
380 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
381 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
382 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
383 Documents as satisfactory.

384 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before ~~Off-Record Title Deadline~~, true copies of all existing
385 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
386 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
387 Seller has actual knowledge (Off-Record Matters). This Section excludes any ~~New ILC or New Survey~~ governed under § 9 (New
388 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
389 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
390 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
391 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before ~~Off-~~
392 ~~Record Title Objection Deadline~~. If an Off-Record Matter is received by Buyer after the ~~Off-Record Title Deadline~~, Buyer has
393 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
394 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
395 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
396 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
397 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

398 **8.4. Special Taxing and Metropolitan Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO
399 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
400 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
401 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
402 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
403 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
404 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
405 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
406 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
407 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.

408 **8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing or
409 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
410 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
411 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
412 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
413 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
414 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
415 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
416 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
417 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** ~~If any third party has a right to purchase the Property (e.g., right of first~~
419 ~~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~~
420 ~~right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of~~
421 ~~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~~
422 ~~is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly~~
423 ~~notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred~~
424 ~~on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in~~
425 ~~writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the

436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
437 applicable documents; or

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~
446 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~
447 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~
448 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~
449 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~
450 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~
451 ~~**GAS OR WATER.**~~

452 ~~**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**~~
453 ~~**ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**~~
454 ~~**MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**~~
455 ~~**RECORDER.**~~

456 ~~**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**~~
457 ~~**TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**~~
458 ~~**OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**~~
459 ~~**OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**~~

460 ~~**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**~~
461 ~~**INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**~~
462 ~~**DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**~~
463 ~~**AND GAS CONSERVATION COMMISSION.**~~

464 ~~**8.8.5. Title Insurance Exclusions.**~~ Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the ~~Mineral Rights Examination Deadline~~.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ ~~New Improvement Location Certificate (New ILC)~~; or, (2)
470 ☐ ~~New Survey~~ in the form of _____; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ ~~Seller~~ ☐ ~~Buyer~~ will order the New ILC or New Survey. The
472 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
473 after the date of this Contract.

474 **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
475 Closing, by: ☐ ~~Seller~~ ☐ ~~Buyer~~ or:

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479 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
480 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before ~~New~~
481 ~~ILC or New Survey Deadline~~.

482 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
483 all those who are to receive the New ILC or New Survey.

484 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
485 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New~~
486 ~~Survey Objection Deadline~~. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
487 Seller incurring any cost for the same.

488 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
489 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
490 Buyer may, on or before ~~New ILC or New Survey Objection Deadline~~, notwithstanding § 8.3. or § 13:

491 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

492 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
493 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

494 **9.3.3. New ILC or New Survey Resolution.** If a ~~New ILC or New Survey Objection~~ is received by Seller, on or
495 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on
496 or before ~~New ILC or New Survey Resolution Deadline~~, this Contract will terminate on expiration of the ~~New ILC or New Survey~~
497 ~~Resolution Deadline~~, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
498 termination (i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline~~).

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

502 **10.1. Seller's Property Disclosure.** On or before ~~Seller's Property Disclosure Deadline~~, Seller agrees to deliver to Buyer
503 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
504 to Seller's actual knowledge and current as of the date of this Contract.

505 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
506 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
507 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
508 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
509 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
510 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

511 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
512 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
513 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
514 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
515 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
516 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
517 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
518 sole subjective discretion, Buyer may:

519 **10.3.1. Inspection Termination.** On or before the ~~Inspection Termination Deadline~~, notify Seller in writing,
520 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
521 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
522 pursuant to § 10.3.2.; or

523 **10.3.2. Inspection Objection.** On or before the ~~Inspection Objection Deadline~~, deliver to Seller a written
524 description of any unsatisfactory condition that Buyer requires Seller to correct.

525 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before ~~Inspection Objection~~
526 ~~Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~Inspection Resolution Deadline~~,
527 this Contract will terminate on ~~Inspection Resolution Deadline~~ unless Seller receives Buyer's written withdrawal of the Inspection
528 Objection before such termination (i.e., on or before expiration of ~~Inspection Resolution Deadline~~). Nothing in this provision
529 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
530 executing an Earnest Money Release.

531 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
532 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
533 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
534 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
535 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
536 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
537 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
538 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
539 pursuant to an Inspection Resolution.

540 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before ~~Property Insurance Termination~~
541 ~~Deadline~~, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
542 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

543 **10.6. Due Diligence.**

544 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
545 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before ~~Due Diligence Documents Delivery~~
546 ~~Deadline~~:

547 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
548 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
549 are as follows (Leases):

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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**.

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**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit.

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

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

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

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

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

☐ **10.6.1.6.5.** Operating statements for the past _____ years;

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

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

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

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

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

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

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

☐ **10.6.1.6.13.** Other:

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

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

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

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

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

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

10.6.4. Due Diligence—Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

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

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence—ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

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

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____—Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale 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 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit. **Note to Buyer: 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.**

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

10.10. Lead-Based Paint. [Intentionally Deleted—See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted—See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted—See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

666 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
667 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
668 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
669 demising the premises it describes.
670 11.2. ~~Seller Estoppel Statement.~~ In the event Seller does not receive from all tenants of the Property a completed signed
671 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
672 required in §11.1. above and deliver the same to Buyer on or before ~~Estoppel Statements Deadline.~~

673 11.3. ~~Estoppel Statements Termination.~~ Buyer has the Right to Terminate under § 24.1., on or before ~~Estoppel~~
674 ~~Statements Termination Deadline~~, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
675 Seller fails to deliver the Estoppel Statements on or before ~~Estoppel Statements Deadline~~. Buyer also has the unilateral right to
676 waive any unsatisfactory Estoppel Statement.

677

CLOSING PROVISIONS

678 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

679 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
680 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
681 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
682 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
683 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
684 Seller will sign and complete all customary or reasonably required documents at or before Closing.

685 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ ~~Are~~ ☐ ~~Are Not~~ executed with
686 this Contract.

687 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
688 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
689 Property. The hour and place of Closing will be as designated by _____.

690 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
691 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

692 12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
693 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
694 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

706 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND 707 WITHHOLDING.

708 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
709 to be paid at Closing, except as otherwise provided herein.

710 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ ~~Buyer~~ ☐ ~~Seller~~
711 ☐ ~~One-Half by Buyer and One-Half by Seller~~ ☐ ~~Other~~ _____.

712 15.3. ~~Association Fees and Required Disbursements.~~ At least fourteen days prior to ~~Closing Date~~, Seller agrees to
713 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
714 associated with or specified in the Status Letter will be paid as follows:

715 15.3.1. ~~Status Letter Fee.~~ Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

716 15.3.2. ~~Record Change Fee.~~ Any Record Change Fee must be paid by ☐ ~~Buyer~~ ☐ ~~Seller~~ ☐ ~~One-Half by Buyer~~
717 ~~and One-Half by Seller~~ ☐ ~~N/A.~~

718 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
719 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One Half by
720 Buyer and One Half by Seller ☐ N/A.

721 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
722 Buyer ☐ Seller ☐ One Half by Buyer and One Half by Seller ☐ N/A.

723 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One Half by
724 Buyer and One Half by Seller ☐ N/A.

725 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
726 ☐ Buyer ☐ Seller ☐ One Half by Buyer and One Half by Seller ☐ N/A.

727 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
728 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
729 ☐ One Half by Buyer and One Half by Seller ☐ N/A.

730 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
731 \$_____ for:

732 ☐ Water District/Municipality ☐ Water Stock
733 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

734 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One Half by Buyer and One Half by Seller ☐ N/A.

735 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
736 paid by ☐ Buyer ☐ Seller ☐ One Half by Buyer and One Half by Seller ☐ N/A.

737 **15.9. FIRPTA and Colorado Withholding.**

738 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
739 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
740 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller is a foreign
741 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
742 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
743 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
744 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
745 if an exemption exists.

746 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
747 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
748 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
749 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
750 tax advisor to determine if withholding applies or if an exemption exists.

751 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** See Exhibit A

752 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

753 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
754 for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy
755 and Most Recent Assessed Valuation; ☐ Other _____;

756 **16.1.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit
757 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
758 writing of such transfer and of the transferee's name and address.

759 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

760 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

761 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
762 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
763 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
764 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
765 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐
766 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
767 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
768 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
769 regular assessments and _____. Association Assessments are subject to change as provided in the
770 Governing Documents.

771 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
772 subject to the Leases as set forth in § 10.6.1.1. As stated in Sterling Farm & Feedlot Auction Due Diligence Packet Printed: November 8, 2024

773 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
774 liable to Buyer, notwithstanding § 20.2: (If Seller is in Default), for payment of \$ _____ per day (or any part of a day

775 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
776 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

777

GENERAL PROVISIONS

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

781 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
782 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
783 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
784 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
785 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
786 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
787 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
788 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
789 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
790 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
791 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
792 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
793 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

794 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
795 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
796 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
797 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
798 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
799 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
800 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
801 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
802 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
803 Closing.

804 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~
805 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~
806 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~
807 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~
808 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~
809 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

810 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
811 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

812 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
813 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
814 the growing crops.

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

822
823 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
824 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
825 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
826 has the following remedies:

827 **20.1. If Buyer is in Default:**

828 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
829 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

830 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
831 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

832 ~~20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may~~
833 ~~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~~
834 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~
835 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~
836 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

837 **20.2. If Seller is in Default:**

838 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
839 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
840 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
841 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
842 or damages, or both.

843 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
844 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
845 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
846 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
847 Contract are reserved and survive Closing.

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

851 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
852 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
853 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
854 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
855 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
856 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
857 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
858 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
859 Section will not alter any date in this Contract, unless otherwise agreed.

860 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
861 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
862 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
863 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
864 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
865 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
866 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
867 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
868 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
869 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
870 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

871 **24. TERMINATION.**

872 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
873 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
874 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
875 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
876 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
877 in the Contract is ineffective and does not terminate this Contract.

878 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
879 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

880 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
881 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
882 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
883 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or

884 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
885 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

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

887 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
888 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
889 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
890 must be received by the party, not Broker or Brokerage Firm).

891 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
892 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
893 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
894 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

895 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
896 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
897 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

898 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
899 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
900 located in Colorado.

901 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
902 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
903 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
904 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
905 copies taken together are deemed to be a full and complete contract between the parties.

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

910 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
911 follows:

912 ☐ **29.1.** ____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third-party
913 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
914 paying on behalf of Buyer elsewhere in this Contract.

915 ☐ **29.2.** ____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
916 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

917 ☐ **29.3.** ____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
918 Seller's brokerage firm.

919

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

920 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
921 Commission.)

922
923
924
925
926
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932 **31. OTHER DOCUMENTS.**
933 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

934
935
936
937
938
939 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

940
941
942

943

944

SIGNATURES

945

Buyer's Name: _____ 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: _____

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

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

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

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

947

948

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 as specified in §29 above.

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

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

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

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

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

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

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

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

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

Broker's Signature

Date

Address: _____

Phone No.:

Fax No.:

Email Address:

EXHIBIT A

30-1.) Buyer, before closing, may designate additional parties, including Buyer or an entity owned or controlled by Buyer, to be named as Buyer on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

30-2.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

30-4.) MINERALS: Seller to convey all OWNED mineral rights to Buyer(s).

30-5.) TAXES: 2024 real estate taxes due in 2025, to be paid by Seller.

30-6.) 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.

Broker Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDB24-8-24) (Mandatory 8-24)

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

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND BUYER

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

or real estate which substantially meets the following requirements:

_____.

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

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

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

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

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

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

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

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm: _____

Broker

BUYER'S BROKER'S COMPENSATION AGREEMENT

Compensation charged by brokerage firms is not set by law and is fully negotiable.

In consideration of the services to be performed by Buyer's Broker as Buyer's transaction-broker, Buyer's Broker's brokerage firm (Brokerage Firm) will be paid a fee equal to ____% of the purchase price or \$_____ (Success Fee) with no discount or allowance for any efforts made by Buyer or any other person. Unless approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller.

The Success Fee is earned by Brokerage Firm upon Buyer's Broker performing services that result in Buyer entering into a contract to purchase property acceptable to Buyer and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived; such fee is due and payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

Broker is authorized and instructed to request payment of the Success Fee from one or both of the following: (1) the seller's brokerage firm; (2) seller. Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

Buyer:

Buyer's Signature	Date
Street Address	
City, State, Zip	
Phone No.	
Fax No.	
Email Address	

Buyer's Signature	Date
Street Address	
City, State, Zip	
Phone No.	
Fax No.	
Email Address	

Buyer's Brokerage Firm: [Reck Agri Realty & Auction](#)

Broker's Signature	Date
Brokerage Firm Street Address	
Brokerage Firm City, State, Zip	
Broker Phone No.	
Broker Fax No.	
Broker Email Address	

Parcel #1

Seller's Property Disclosure

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

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

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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

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

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

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

Date: November 19, 2024

Property: 18509 County Road 42.5 and other residences located on property known as Sterling Farm & Feedlot Land Auction

Seller: _____

Year Built: 1910-1951

Year Seller Acquired Property: 12/20/2023

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

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	No	Comments
1	Structural	☐	☐	
2	Moisture and/or water	☐	☐	
3	Damage due to termites, other insects, birds, animals, or rodents	☐	☐	
4	Damage due to hail, wind, fire, flood, or other casualties	☐	☐	
5	Cracks, heaving or settling	☐	☐	
6	Exterior wall or window	☐	☐	
7	Exterior Artificial Stucco (EIFS)	☐	☐	
8	Subfloors	☐	☐	
9		☐	☐	
10		☐	☐	

B.	ROOF If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Roof leak	☐	
2	Damage to roof	☐	
3	Skylight	☐	
4	Gutter or downspout	☐	
5	Other roof problems, issues or concerns	☐	
6		☐	
7		☐	
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? ☐ YES ☐ NO	☐	
9	Roof work done while under current roof warranty	☐	
10	Roof material: _____ Age: _____	☐	
11		☐	

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	☐		
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	☐		
16		☐		
17		☐		

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: ☐ Owned ☐ Leased	☐		
2	Smoke/fire detectors: ☐ Battery ☐ Hardwire	☐		
3	Carbon Monoxide Alarm: ☐ Battery ☐ Hardwire	☐		
4	Light fixtures	☐		
5	Switches & outlets	☐		
6	Telecommunications (T1, fiber, cable, satellite)	☐		



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

E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	☐		
2	Entry gate system	☐		
3	Elevator	☐		
4	Sump pump(s): # of _____	☐		
5	Recycle pump	☐		
6		☐		
7		☐		

F.	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	☐		
2	Evaporative cooler	☐		
3	Window air conditioning units	☐		
4	Central air conditioning	☐		

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

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

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

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: ☐ Public ☐ Community ☐ Well ☐ Shared Well ☐ Other ☐ None If the Property is served by a Well, a copy of the Well Permit ☐ Is ☐ Is Not attached. Well Permit #: _____ Drilling Records ☐ Are ☐ Are Not attached. Shared Well Agreement ☐ Yes ☐ No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ ☐ There is neither a Well nor 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.

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

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

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage	☐	
2		☐	
3		☐	
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds	☐	
5		☐	

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	☐	
2	Stains on carpet	☐	
3	Floors	☐	
4		☐	
5		☐	

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	☐	
2	Notice or threat of condemnation proceedings	☐	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	☐	

4	Notice of zoning action related to the Property	☐	
5	Building code, city, or county violations	☐	
6	Violation of restrictive covenants or owners' association rules or regulations	☐	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	☐	
8	Any additions or alterations made with a Building Permit	☐	
9	Any additions or non-aesthetic alterations made without a Building Permit	☐	
10	Other legal action	☐	
11	Any part of the Property leased to others (written or oral)	☐	
12	Used for short-term rentals in the past year	☐	
13	Grandfathered conditions or uses	☐	
14		☐	
15		☐	

M.	ACCESS & PARKING	Yes	Comments
	If you know of any of the following EVER EXISTING check, the "Yes" column:		
1	Any access problems, issues or concerns	☐	
2	Roads, trails, paths, or driveways 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	Encroachments, boundary disputes, or unrecorded easements	☐	
6	Shared or common areas with adjoining properties	☐	
7	Requirements for curb, gravel/paving, landscaping	☐	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	☐	
9		☐	
10		☐	

N.	ENVIRONMENTAL CONDITIONS	Yes	Comments
	If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products	☐	
2	Underground storage tanks	☐	
3	Aboveground storage tanks	☐	
4	Underground transmission lines	☐	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	☐	
6	Monitoring wells or test equipment	☐	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	☐	

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

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

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

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: _____	☐	
8	Owner's Association #2: _____	☐	
9	Owner's Association #3: _____	☐	
10	Owner's Association #4: _____	☐	

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

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 advised. This SPD is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

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

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

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

Seller Date

Seller Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

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

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

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

5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.

6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer receipts for a copy of this SPD.

Buyer Date

Buyer Date

Lead-Based Paint Disclosure

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

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

18509 County Road 42.5 and other residences	Sterling	CO	80751
Street Address	City	State	Zip

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

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

Lead Warning Statement

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

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

- Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
- Records and reports available to Seller (check one box below):
 - ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Seller has provided Buyer with all available reports and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

Seller Date

Buyer Date

Seller Date

Buyer Date

Real Estate Licensee (Listing) Date

Real Estate Licensee (Selling) Date

Purchase Contract for Irrigation Water

PURCHASE CONTRACT for IRRIGATION WATER STERLING FARM & FEEDLOT AUCTION CONDUCTED NOVEMBER 19, 2024

Date: November 19, 2024

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

2. BUYER(S): _____

3. PROPERTY/WATER RIGHTS. NSID Water Lot #_____, Sterling Farm & Ranch Due Diligence Packet Printed: November 8, 2024, together with the interests, rights, benefits, appurtenant thereto. By signing this Contract, Buyer(s) acknowledge(s) having reviewed the Due Diligence Packet.

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

Purchase Price	\$ Purchase Price
Earnest Money	\$ 15% of Purchase Price
Cash at Closing	\$ <u>Purchase price less 15%</u>
TOTAL	\$ Purchase Price

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

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

5. CLOSING. The date of closing shall be January 17, 2025, or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by Reck Agri Realty & Auction.

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

1. Buyer(s) must be a current owner of land lying within the boundaries of the North Sterling Irrigation District (NSID) and susceptible of irrigation from the North Sterling Outlet Canal.
2. As set forth in Colorado Revised Statutes 37-41-133 through 135 any Buyer(s) is required to follow the Inclusion procedure presented below:
 - a. File a Petition for Inclusion of Land (petition) with the North Sterling Irrigation District Board of Directors (Board). NSID staff will assist in preparing the petition.
 - b. Give notice of filing of petition by publication in local newspaper for three consecutive weeks. NSID staff will submit notice to newspaper with publication costs to be split 50-50 between Sellers and Buyer(s).
 - c. At its regular monthly meeting following the completion of the publication, the Board will hold a hearing on the petition.
 - d. At the hearing the Board will accept any written objections to the petition.

- e. Board will make a decision to grant or deny the petition based on written objections, recommendation of NSID staff, and their own knowledge of the petition and the land to be included.
- 3. Prior to purchase Buyer(s) should:
 - a. Ensure the acreage available for inclusion on their farm is equal to or greater than the acre rights purchased. Landowners are allowed one acre right per acre of ground.
 - b. Ensure that the headgate and lateral proposed for delivery is of sufficient size to allow additional water to flow to newly included land without unreasonably limiting current landowners using the proposed headgate and lateral.
 - c. If objection is received from current headgate and lateral users, petition may be denied by the Board.
- 4. The District is set up in 40 acre parcels and it is difficult for the NSID system to accommodate deliveries to small parcels, therefore the Board will require a minimum of 40 acre rights to be included on any new parcel. However, if Buyer(s) land is contiguous to land he or she currently owns in the District, smaller parcels will be allowed.
- 5. The Board may determine the need for additional requirements on a case by case basis prior to the inclusion of any land.
- 6. Decisions of the Board are final.
- 7. Buyer to pay for water stock transfer fee.

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

7. PRORATIONS. 2024 assessments due in 2025 to be paid by Seller. 2025 assessments due in 2026 to be paid by Buyer(s).

8. POSSESSION. Irrigation water may be used by Buyer(s) in the 2025 crop year.

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

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

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

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

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

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

13. ADDITIONAL PROVISIONS.

Buyer(s) and Seller agree that electronic signatures by Buyer(s) and Seller shall be sufficient to constitute a binding agreement.

Buyer(s) is the high bidder for the Property at the auction conducted by Reck Agri Realty & Auction for the Seller and held November 19, 2024, and in accordance with the terms and conditions of this Contract, the Sterling Farm & Feedlot Auction Due Diligence Packet Printed: November 8, 2024, and all supplements and additions thereto, and all taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. In the event of any conflict between the terms of this Contract and Sterling Farm & Feedlot Auction Due Diligence Packet Printed: November 8, 2024, the Sterling Farm & Feedlot Auction Due Diligence Packet Printed: November 8, 2024, as modified by taped oral statements at the auction, shall control.

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

14. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract together with the additional documents and recorded statements referred to above, constitute the entire agreement between the parties relating to the Property and the transaction described herein. Any and all prior agreements concerning the Property and the transaction described in this Contract, whether oral or written, have been and are merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the

parties, or enforceable unless made in writing and signed by the parties. Any and all obligations in this Contract that, by their terms, is or are intended to be performed after termination or Closing shall survive the same.

BUYER(S):

_____ Date: ____, 20__

SELLER:

_____ Date: ____, 20__

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

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

BROKERS' COMPENSATION DISCLOSURE.

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

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

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

BY: _____ Date: ____, 202__
Marc Reck
Email address: marcreck@reckagri.com

Sample Bidder Card

101

Retain This Registration to Bid!



970-522-7750 • 1-800-748-2589

535 E Chestnut • PO Box 577 • Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions of the Sterling Farm & Feedlot Due Diligence Packet Printed: November 8, 2024.

X _____

No. 101

©

Title Commitment

Title Exceptions can be accessed by clicking the blue link within the Title Commitment.

If you would like a hard copy of the Title Exceptions, please call the office at 970-522-7770 and we will get you one.





ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Northeast Colorado Title Company, LLC**

Issuing Office: **Northeast Colorado Title Company, LLC**

Issuing Office's ALTA Registry ID:

Loan ID Number:

Issuing Office File Number: **244228**

Property Address: **Parcels in E1/2 & SE1/4SW1/4 Section 13-9-53 S1/2NE/14 18-9-52 & N1/2 & SE1/4 19-9-52 Logan County, CO**

Revision Number: 1

TO BE DETERMINED COMMITMENT
SCHEDULE A

1. Commitment Date: **September 25, 2024, at 7:00 am**

2. Policy to be Issued:

(a) ☐ ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

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

Nebraska Bank

and, as disclosed in the Public Records, has been since **January 5, 2024**

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Premiums

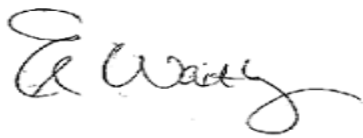
To Be Determined **\$300.00**

Commitment

Additional Parcel **\$100.00**

\$400.00

WESTCOR LAND TITLE INSURANCE COMPANY

By: 
Authorized Signatory

This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)

File No.: 244228

EXHIBIT A

The Land is described as follows:

Parcel I

Township 9 North, Range 53 West of the 6th P.M., Logan County, Colorado:
Section 13: E1/2 & SE1/4SW1/4

EXCEPTING from the NE1/4 of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado more particularly described as: Beginning at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13 feet; thence North 0°50'30" East a distance of 654.60 feet to a point on the North line of said Section 13; thence North 89°56'50" East along the North line on said Section 13 a distance of 1826.44 feet to the point of beginning, subject to county road rights-of-way along the North and East lines of said Section 13

TOGETHER WITH an Access and Utility Easement in the Northeast Quarter (NE1/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13; thence North 0°50'30" East a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

SUBJECT TO: An Access and Utility Easement in the Northeast Quarter (NE1/4) of Section 13, Township 9 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 10 feet on each side of the following described centerline: Commencing at the Northeast corner of said Section 13; thence South 0°22'40" East along the East line of said Section 13 a distance of 2133.67 feet to the true point of beginning; thence North 88°39'25" West a distance of 53.86 feet; thence North 61°02'35" West a distance of 454.47 feet; thence North 61°51'40" West a distance of 373.40 feet; thence North 60°11'20" West a distance of 273.00 feet; thence North 49°57'05" West a distance of 247.48 feet; thence North 57°24'15" West a distance of 110.53 feet; thence North 62°59'20" West a distance of 183.97 feet; thence North 59°47'15" West a distance of 113.83 feet; thence North 56°47'10" West a distance of 197.94 feet; thence North 73°25'35" West a distance of 48.42 feet; thence South 78°53'50" West a distance of 95.24 feet; thence North 2°07'10" East a distance of 481.13; thence North 0°50'30" East

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ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)

a distance of 654.60 feet and terminating at a point on the North line of said Section 13, subject to County Road Rights-of-Way along the North and East lines of said Section 13.

Together with buried irrigation pipeline of which the approximate location of said pipeline is shown on survey plat dated 3-15-05; along with an easement to deliver said irrigation water via the pipeline and the right to replace, repair, and maintain said pipeline.

Parcel II

Township 9 North, Range 52 West of the 6th P.M., Logan County, Colorado:

Section 18: S1/2NE1/4 and S1/2, AND a tract of land of land containing approximately 30,000 square feet and lying in a bend of Cedar Creek North of the South line of said NW1/4, described as: Beginning at a point from whence the quarter corner of the West line of Section 18 bears South 88°50' West 1622 feet; thence North 26°35' East 110 feet; thence North 48°10' East 40 feet; thence North 60°50' East 70 feet; thence South 78°15' East 50 feet; thence South 57°20' East 50 feet; thence South 48°0' East 60 feet; thence South 49°30' East 126 feet; thence South 88°50' West 340 feet to the point of beginning. EXCEPT a parcel of land described in Book 1026 at Page 98, subject to easement agreement recorded February 6, 2018 in Book 1026 at Page 100.

EXCEPTING from the SW1/4 a tract of land described as: Beginning at a point from whence the quarter corner on the West line of Section 18 bears South 88°50' West 1255 feet; thence South 37°30' East 41 feet; thence South 52°12' East 43 feet; thence South 65°36' East 31 feet; thence South 66°15' East 136 feet; thence North 49° East 90 feet; thence North 5°15' East 85 feet; thence South 88°50' West 300 feet to the place of beginning (containing less than one acre, being approximately 25,000 square feet).

Section 19: N1/2 and SE1/4 EXCEPT: A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 89°46'05" WEST ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 2658.48 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE NORTH 0°28'15" WEST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 1419.12 FEET; THENCE NORTH 87°50'15" EAST A DISTANCE OF 445.60 FEET; THENCE NORTH 0°43'45" WEST A DISTANCE OF 571.74 FEET; THENCE SOUTH 88°56'40" EAST A DISTANCE OF 1002.03 FEET; THENCE SOUTH 89°13'55" EAST A DISTANCE OF 1232.46 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE SOUTH 0°03'40" WEST ALONG THE EAST LINE OF SAID SE1/4 A DISTANCE OF 1961.82 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 19.

This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

Section 13

9. Reservations, if any, as stated in The United States of America patent recorded June 9, 1906 in [Book 22 at Page 471](#) of the Logan County, Colorado records.
10. Reservations, if any, as stated in The United States of America patent recorded June 9, 1906 in [Book 74 at Page 46](#) of the Logan County, Colorado records.
11. Reservations, if any, as stated in The United States of America patent recorded July 12, 1919 in [Book 140 at Page 468](#) of the Logan County, Colorado records.
12. Reservations, if any, as stated in The United States of America patent recorded February 10, 1921 in [Book 184 at Page 170](#) of the Logan County, Colorado records.
13. Road Petition to The Honorable Board of County Commissioners of Logan County, Colorado recorded November 4, 1913 in [Book 3 at Page 11](#) of the Logan County, Colorado records.
14. Right of Way Deed from Mary Newton to the The Board of County Commissioners of the County of Logan and State of Colorado recorded January 13, 1916 in [Book 24 at Page 136](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
15. Right of Way Contract between Theodore Ruf and Anna E. Ruf and Kansas-Nebraska Natural Gas Company, Inc. recorded August 27, 1958 in [Book 505 at Page 524](#) of the Logan County, Colorado records together with
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assignments thereof or interests therein.

16. Affidavit from The North Sterling Irrigation District recorded November 27, 1962 in [Book 562 at Page 294](#) of the Logan County, Colorado records.
17. Excepting and Reserving unto the grantors all of the oil, gas, and other minerals lying in, on, and under said land together with the right of ingress and egress for the purpose of exploring for, producing and removing the same, as stated in the Warranty Deed from Bruce A. Ramey, William C. Ramey, individually, and William C. Ramey as Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Dorcus Vaughn, and Gail Beals to Bruce A. Ramey and Shirley J. Ramey recorded November 27, 1962 in [Book 562 at Page 298](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
18. Mineral Deed from Bruce A. Ramey to Mildred M. Ramey, William C. Ramey, Vurl Ramey, Dorcas Vaughn, and Gail Beals recorded November 27, 1962 in [Book 562 at Page 299](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
19. Mineral Deed from William C. Ramey, individually, and William C. Ramey as Attorney in Fact for Mildred M. Ramey, Vurl Ramey, Dorcas Vaughn, and Gail Beals to Bruce A. Ramey and Shirley J. Ramey, as joint tenants recorded November 27, 1962 in [Book 562 at Page 300](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
20. Excepting an undivided 7/8ths interest in and to all of the oil, gas, and other minerals lying in, on, and under said land, rights of way and easements of record as stated in the Warranty Deed from Bruce A. Ramey and Shirley J. Ramey to Donald W. Hamil and Cynthia L. Hamil recorded August 9, 1972 in [Book 670 at Page 449](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
21. Quit Claim Deed between Bruce Allen Ramey, sometimes written Bruce A. Ramey and Bruce Allen Ramey and Shirley J. Ramey, Joint Tenants all the oil, gas and minerals in, on and under said land recorded June 1, 1993 in [Book 870 at Page 352](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
22. Easements and rights of way as shown on Survey Plat for Charles V. Mahoney and Nancy E. Mahoney recorded April 4, 2005 in [Book 957 at Page 775](#) of the Logan County, Colorado records.
23. Irrigation Agreement from Charles V. Mahoney and Nancy E. Mahoney and Two Mile Ranch, a General Partnership recorded April 4, 2005 in [Book 957 at Page 776](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
24. Subscription Agreement from Two Mile Ranch and Point of Rocks Water Company, LLC recorded February 17, 2006 in Book 963 at Page 351, [Reception No. 675295](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
25. Irrigation Power Contract and Lien Statement between Highline Electric Association and Two Mile Ranch recorded August 30, 2007 in [Book 972 at Page 670](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
26. Electric Line - Right of Way granted to Highline Electric Association recorded August 31, 2017 in Book 1023 at Page 823, [Reception No. 735649](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
27. Irrigation Power Contract and Lien Statement between Highline Electric Association and Lardyn Consulting, LLC recorded August 31, 2017 in [Book 1023 at Page 840](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
28. Corrective Affidavit recorded April 14, 2023 in Book 1054 at Page 56, [Reception No. 765865](#).

Section 18

29. Reservations, if any, as stated in The United States of America patent recorded April 1, 1891 in [Book 21 at Page 164](#) of the Logan County, Colorado records.
30. Reservations, if any, as stated in The United States of America patent recorded June 15, 1903 in [Book 21 at Page 567](#) of the Logan County, Colorado records.

31. Reservations, if any, as stated in The United States of America patent recorded June 9, 1906 in [Book 74 at Page 48](#) of the Logan County, Colorado records.
32. Agreement for drainage between Alice D. Buchanan and The Platte Valley Lumber Company recorded October 3, 1929 in [Book 275 at Page 399](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
33. Pipeline Easement from Hamil Brothers Land Co. to ENSTAR Petroleum, Inc. recorded December 27, 1983 in [Book 781 at Page 582](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
34. Irrigation Power Contract and Lien Statement between Highline Electric Association and Lowell Knudson recorded April 23, 1987 in [Book 817 at Page 807](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
35. An easement reserved in the Plaintiffs, Lowell Knudson and Bonnie Knudson, which easement shall run with the land for the purpose of maintaining, repairing, and using the underground pipe, pipe riser, and valve, as stated in the Amended Judgment recorded June 28, 1990 in [Book 845 at Page 153](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
36. Irrigation Power Contract and Lien Statement between Highline Electric Association and Two Mile Ranch recorded June 4, 2003 in [Book 946 at Page 396](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
37. Easement Agreement between Timothy A. Jorgensen and Lardyn Consulting, LLC recorded February 6, 2018 in [Book 1026 at Page 100](#) of the Logan County, Colorado records together with assignments thereof or interests therein.

Section 19

38. Reservations, if any, as stated in The United States of America patent recorded June 15, 1903 in [Book 21 at Page 440](#) of the Logan County, Colorado records.
39. Reservations, if any, as stated in The United States of America patent recorded June 15, 1903 in [Book 21 at Page 570](#) of the Logan County, Colorado records.
40. Reservations, if any, as stated in The United States of America patent recorded June 15, 1903 in [Book 21 at Page 568](#) of the Logan County, Colorado records.
41. Right of Way Grant from David A. Hamil and Donald W. Hamil to the Toronto Pipe Line Company recorded May 4, 1953 in [Book 428 at Page 426](#) of the Logan County, Colorado records. Said grant was assigned by a document recorded October 8, 1996 in [Book 906 at Page 794](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
42. Right of Way Grant from David A. Hamil, Genevieve R. Hamil, Donald W. Hamil, and Frieda Hamil to the Kansas-Nebraska Natural Gas Company, Inc. recorded January 27, 1954 in [Book 437 at Page 266](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
43. Right of Way Contract from David A. Hamil and Donald W. Hamil to the Kansas-Nebraska Natural Gas Company, Inc. recorded January 17, 1955 in [Book 452 at Page 503](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
44. Deed from David A. Hamil and Donald Walker Hamil to the Board of Commissioners of the County of Logan and State of Colorado and its assigns recorded April 16, 1958 in [Book 501 at Page 306](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
45. Right of Way Contract from Hamil Bros. Land Co., Inc to the Kansas-Nebraska Natural Gas Company recorded October 7, 1966 in [Book 611 at Page 238](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
46. Irrigation Power Contract and Lien Statement between Highline Electric Association and Two Mile Ranch recorded June 4, 2003 in [Book 946 at Page 397](#) of the Logan County, Colorado records together with

assignments thereof or interests therein.

47. Irrigation Power Contract and Lien Statement between Highline Electric Association and Two Mile Ranch recorded June 4, 2003 in [Book 946 at Page 398](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
48. Resolution No. 2004-28 granting a conditional use permit for a feedlot recorded September 28, 2004 in [Book 954 at Page 803](#) of the Logan County, Colorado records.
49. Resolution No. 2010-5 granting a special use permit for a 5,000 head cattle feedlot recorded January 26, 2010 in [Book 985 at Page 370](#) of the Logan County, Colorado records.
50. Electric Line - Right of Way granted to Highline Electric Association recorded August 31, 2017 in Book 1023 at Page 821, [Reception No. 735647](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
51. Irrigation Power Contract and Lien Statement between Highline Electric Association and Lardyn Consulting, LLC recorded August 31, 2017 in [Book 1023 at Page 838](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
52. Irrigation Power Contract and Lien Statement between Highline Electric Association and Lardyn Consulting, LLC recorded August 31, 2017 in Book [1023 at at Page 839](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
53. Resolution No. 2019-22 granting the renewal and amendment of special use Permit #189 issued to Lardyn Consulting, LLC, for the operation of a 5,000 head cattle feedlot, in Logan County, Colorado recorded May 1, 2019 in [Book 1032 at Page 687](#) of the Logan County, Colorado records.

Section 18 & 19

54. Subscription Agreement from Two Mile Ranch and Point of Rocks Water Company, LLC recorded February 17, 2006 in [Book 963 at Page 350](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
55. Subscription Agreement from Two Mile Ranch and Point of Rocks Water Company II, L.L.C. recorded June 21, 2017 in Book 1022 at Page 751, [Reception No. 734578](#) of the Logan County, Colorado records together with assignments thereof or interests therein.
56. Subscription Agreement from Two Mile Ranch and Point of Rocks Water Company II, L.L.C. recorded June 21, 2017 in Book 1022 at Page 752, [Reception No. 734579](#) of the Logan County, Colorado records together with assignments thereof or interests therein.

All

57. Right to Farm and Ranch Resolution No. 99-50 adopted by the Board of County Commissioners, County of Logan, State of Colorado recorded September 22, 1999 in [Book 925 at Page 430](#) of the Logan County, Colorado records together with any and all assignments thereof or interests therein.
58. Certificate of Exclusion and Inclusion The North Sterling Irrigation District recorded September 11, 2017 in [Book 1023 at Page 990](#); and January 12, 2018 in [Book 1025 at Page 736](#).
59. Taxes and assessments for the year 2024 a lien but not yet due and payable.



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IRRIGATION AGREEMENT

This Agreement is between Charles V. Mahoney & Nancy E. Mahoney (hereinafter Party of the First Part) and Two Mile Ranch, a General Partnership (hereinafter Party of the Second Part). Party of the First Part owns property described on Exhibit "A" and is irrigated with 68.81 acres within the North Sterling Irrigation District. Party of the Second Part owns property described on Exhibit "B" and is irrigated with 165.41 acres within the North Sterling Irrigation District. Both properties were previously combined and operated as one "FARM" and the "FARM" currently has one diversion from the main North Sterling Irrigation Canal via headgate #5 and lateral #5 to the FARM's headgate on lateral #5. From the FARM's headgate, irrigation water is delivered to the FARM via pipeline to the FARM. A diagram of lateral #5, FARM's headgate, and the pipeline is shown as Exhibit "C". Both parties agree the cost of maintaining, repairing, and or replacing the FARM's share of lateral #5, the FARM's headgate, and pipeline and/or ancillary equipment shall be split according to the proportionate share of water the First and Second Party own. Said proportionate share is as follows: First Party 29.38 % and Second Party 70.62 %. Any maintenance, repair, and/or replacement shall be agreed upon before commencement of the work and the expenses shall be billed directly to each party according to their proportionate share. Both parties shall have the right to deliver their respective irrigation water via lateral #5, headgate, and pipeline.

The operation, delivery, and division of the irrigation water is agreed to by both parties as follows:

1. Party of the First Part agrees to pay for and install a shut off valve to be located just west of from where the Party of the First Part diverts their water, location shown on Exhibit "C". Party of the First Part, when using their irrigation water, shall have the right to use shutoff valve to completely shut off the flow.
2. Both parties shall cooperate and work with each other as to the timing and use of their respective irrigation water. Both parties shall give 48 hours notice as to their intent of when they are to use their respective irrigation water. Both parties are responsible for reporting their respective irrigation water usage to the ditch rider.
3. In the event of a conflict or the demand to use the irrigation water at the same time, both parties agree to the following:
 - a.) Party of the First Part shall have use of their irrigation water for 24 hours.
 - b.) Party of the Second Part shall have use of their irrigation water for 72 hours.
 - c.) Said rotation shall continue until conflict is either resolved or demand is subsided.
 - d.) The time to switch off of the rotation from the Party of the First Part to Party of the Second Part shall be mutually agreed upon, but if conflict arises, the time shall be 7 a.m.
4. With the first irrigation run of the season, the Party of the Second Part shall have the first option to begin with their 72 hour irrigation rotation.
5. In the event the North Sterling Irrigation District declares a direct flow run (not associated with or debited against the storage allotment), both parties shall have the right to run as much water as they can.

6. In the event a conflict arises whereby the 24/72 hour division of irrigation water is not working or acceptable between both parties, Party of the First Part will be required to pay for and install a measuring device, i.e. measuring weir or meters to measure the flow of irrigation water between both parties.

All the terms and conditions of said Agreement shall be binding upon and inur to the benefit of the heirs, successors, and/or assigns.

Dated this 1st day of April 2005.

Party of the First Part:

Charles V. Mahoney
Charles V. Mahoney

Nancy E. Mahoney
Nancy E. Mahoney

Party of the Second Part:

Two Mile Ranch, a General Partnership

By: Jonathan M. Pauling
Jonathan M. Pauling

By: Mark A. Pauling
Mark A. Pauling

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 1st day of April 2005, by Charles V. Mahoney and Nancy E. Mahoney.

My commission expires: MY COMMISSION EXPIRES 09/01/2008
Witness my hand and official seal.



[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 1st day of April 2005, by Two Mile Ranch, a General Partnership by Jonathan M. Pauling and Mark A. Pauling.

My commission expires: MY COMMISSION EXPIRES 09/01/2008
Witness my hand and official seal.



[Signature]
Notary Public



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EXHIBIT A

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 0°22'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 2133.67 FEET; THENCE NORTH 88°39'25" WEST A DISTANCE OF 53.86 FEET; THENCE NORTH 61°02'35" WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 61°51'40" WEST A DISTANCE OF 373.40 FEET; THENCE NORTH 60°11'20" WEST A DISTANCE OF 273.00 FEET; THENCE NORTH 49°57'05" WEST A DISTANCE OF 247.48 FEET; THENCE NORTH 57°24'15" WEST A DISTANCE OF 110.53 FEET; THENCE NORTH 62°59'20" WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 59°47'15" WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 56°47'10" WEST A DISTANCE OF 197.94 FEET; THENCE NORTH 73°25'35" WEST A DISTANCE OF 48.42 FEET; THENCE SOUTH 78°53'50" WEST A DISTANCE OF 95.24 FEET; THENCE NORTH 2°07'10" EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 0°50'30" EAST A DISTANCE OF 654.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°56'50" EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1826.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.81 ACRES, MORE OR LESS, SUBJECT TO COUNTY ROAD RIGHTS-OF-WAY ALONG THE NORTH AND EAST LINES OF SAID SECTION 13.



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EXHIBIT B

E1/2 AND SE1/4SW1/4 OF SEC. 13 AND N1/2NE1/4, NE1/4NW1/4, S1/2NE1/4, AND SE1/4NW1/4 OF SEC. 24, T9N, R53W OF THE 6TH P.M., LOGAN COUNTY, COLORADO,

EXCEPT THE TWO TRACTS OF LAND CONVEYED BY DEEDS RECORDED IN BOOK 817 AT PAGE 842 AND IN BOOK 824 AT PAGE 144 OF THE RECORDS OF LOGAN COUNTY, COLORADO, AND

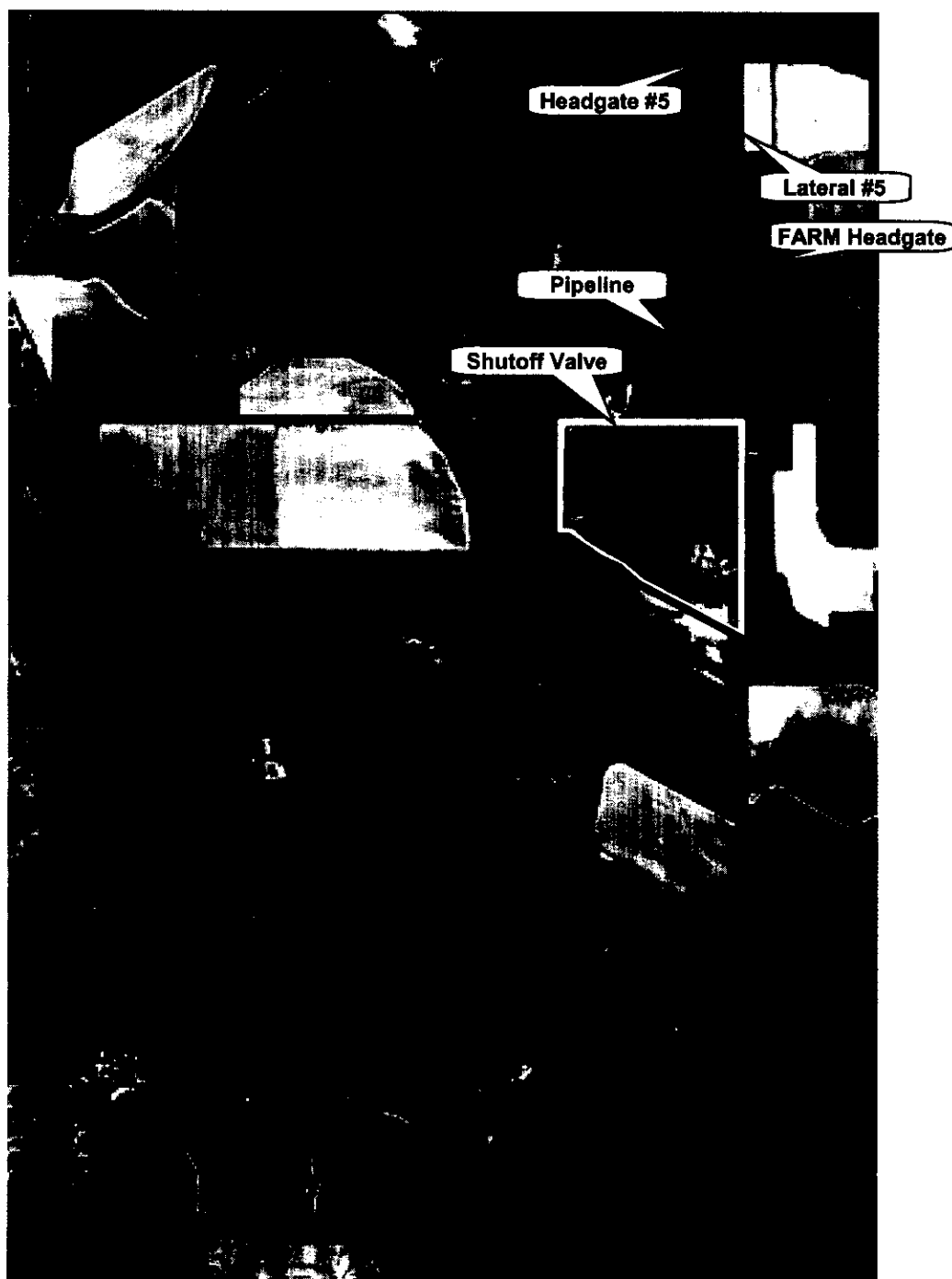
EXCEPT A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 0°22'40" EAST ALONG THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 2133.67 FEET; THENCE NORTH 88°39'25" WEST A DISTANCE OF 53.86 FEET; THENCE NORTH 61°02'35" WEST A DISTANCE OF 454.47 FEET; THENCE NORTH 61°51'40" WEST A DISTANCE OF 373.40 FEET; THENCE NORTH 60°11'20" WEST A DISTANCE OF 273.00 FEET; THENCE NORTH 49°57'05" WEST A DISTANCE OF 247.48 FEET; THENCE NORTH 57°24'15" WEST A DISTANCE OF 110.53 FEET; THENCE NORTH 62°59'20" WEST A DISTANCE OF 183.97 FEET; THENCE NORTH 59°47'15" WEST A DISTANCE OF 113.83 FEET; THENCE NORTH 56°47'10" WEST A DISTANCE OF 197.94 FEET; THENCE NORTH 73°25'35" WEST A DISTANCE OF 48.42 FEET; THENCE SOUTH 78°53'50" WEST A DISTANCE OF 95.24 FEET; THENCE NORTH 2°07'10" EAST A DISTANCE OF 481.13 FEET; THENCE NORTH 0°50'30" EAST A DISTANCE OF 654.60 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°56'50" EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1826.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.81 ACRES, MORE OR LESS, SUBJECT TO COUNTY ROAD RIGHTS-OF-WAY ALONG THE NORTH AND EAST LINES OF SAID SECTION 13.



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EXHIBIT "C"



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated February 5, 2018, is between TIMOTHY A. JORGENSEN, an individual ("Jorgenson"), and LARDYN CONSULTING, LLC, a Nebraska limited liability company ("Lardyn"), as follows:

RECITALS

A. Jorgensen is the owner of a tract of land in Section 18, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, more particularly described on attached Exhibit A (the "Jorgensen Property"), which Jorgensen acquired from Lardyn.

B. Lardyn is the owner of a tract of land in Sections 18 and 19, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, more particularly described on attached Exhibit B (the "Lardyn Property").

C. Jorgensen wishes to receive from Lardyn an access easement from Logan County, Colorado, County Road 37 (“CR 37”) over and across certain portions of the Lardyn Property, more particularly described on attached Exhibit C (the “Easement Area”), for purposes of vehicular, equestrian, and pedestrian ingress to and egress from the Jorgensen Property.

D. Lardyn has agreed and is obligated to provide the Access Easement to Jorgensen as part of Jorgensen's acquisition of the Jorgensen Property from Lardyn.

THEREFORE, in consideration of the covenants herein contained and the obligations of Lardyn to Jorgensen as recited above, and other good and valuable consideration, receipt of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS/EGRESS EASEMENT

Subject to the terms of Section 2 of this Agreement, Lardyn hereby grants and conveys to Jorgensen, for the benefit of the Jorgensen Property, a perpetual, non-exclusive easement appurtenant to the Jorgensen Property, for the use and benefit of Jorgensen, his licensees, invitees, successors and assigns, for vehicular, equestrian, and pedestrian ingress and egress to and from the Jorgensen Property over, upon and across the Easement Area portion of the Lardyn Property as described on Exhibit C attached hereto and incorporated herein (the "Ingress/Egress Easement"). Neither Lardyn nor Jorgensen, their respective licensees, invitees, successors or assigns, shall prevent or materially interfere in any way with the free flow and passage of vehicular, equestrian, and pedestrian traffic over, to, from and between their respective properties by way of the Ingress/Egress Easement.

2. RESTRICTIONS ON USE OF INGRESS/EGRESS EASEMENT

a. Use and enjoyment of the Ingress/Egress Easement is limited to the personal and agricultural use of the Jorgensen Property by the owner of the Jorgensen Property and the licensees and invitees of the owner of the Jorgensen Property. The Ingress/Egress Easement may not be used for or to support any commercial use of the Jorgensen Property, including, but not limited, for use by any licenses or invitees who are paying for the right to use or possess or for services provided upon the Jorgensen Property such as, but not limited to, any payment for lodging, meals, or for hunting or other recreational rights.

b. Access to the Easement Area from CR 37 is protected by a gate where the existing road along the Easement Area joins CR 37 (the "Gate"). The Gate is protected by a lock and the owner of the Lardyn Property will provide the owner of the Jorgensen Property with a key to the Gate, or the combination or other means of locking and unlocking the Gate, so that the owner of the Jorgensen Property has continual access to the Easement Area. The owner of the Jorgensen Property agrees that he will cause and will cause his licensees and invitees to cause the Gate to be closed and locked immediately after passing through the Gate as part of the use of the Ingress/Egress Easement.

3. EXISTING CONDITIONS AND MAINTENANCE; TAXES

a. The Easement Area describes an existing access road (the "Access Road") which is not paved, graveled, or laid with road base and is generally described as a farm road and is intended for use by some vehicles licensed for use on public roads and for farm and other vehicles and equipment ordinarily used in agricultural operations, including, but not limited to, tractors, combines, harvesters, wagons, and trucks (including tractor trailer combinations). The Access Road is not intended for low clearance vehicles, such as some passenger cars, and may, particularly in inclement weather, require a high clearance or 4-wheel drive vehicle for use.

b. The owner of the Lardyn Property, at its sole expense, will maintain and repair the Access Road to maintain its current condition. Maintenance of the Access Road does not require plowing the road to remove snow or ice. The owner of the Lardyn Property will grade, repair and otherwise maintain the Access Road as a farm road, except, at such owner's sole discretion and cost, the owner of the Lardyn Property may upgrade and improve the condition of the Access Road.

c. In the event the owner of the Lardyn Property fails to maintain the Access Road as required by this Section 2, then the owner of the Jorgensen Property may give written notice to the owner of the Lardyn Property specifying the failure. The owner of the Lardyn Property shall have thirty (30) days after receipt of such notice to cure the failure, or if such failure cannot be cured within thirty (30) days, the owner of the Lardyn Property shall commence curing the failure within the thirty (30) day period and diligently pursue the cure to completion. In the event the owner of the Lardyn Property fails to cure the failure as set forth herein, the owner of the Jorgensen Property may, but shall not be obligated, to cure the failure and may lien the Lardyn Property for all reasonable costs and expenses incurred in relation thereto, including interest incurred and reasonable attorneys' fees.

d. The owner of the Jorgensen Property shall be responsible for and shall make, at its sole expense, all repairs necessary to repair any damage to the Access Road or within the Easement Area caused by the owner's, or the owner's licensees' or invitees', use of the Access Road and Ingress/Egress Easement, ordinary wear and tear excepted. The repair obligations of the owner of the Jorgensen Property under this subsection 3.d. are to make repairs to the same standard required of the owner of the Lardyn Property under subsection 3.b. of this Agreement.

e. In the event of an emergency where damage to either the Jorgensen Property or the Lardyn Property is imminent due to circumstances arising within the Easement Area, either property owner hereunder may enter upon the other property owner's property (meaning the owner of the Jorgensen Property may enter upon the Lardyn Property and the owner of the Lardyn Property may enter upon the Jorgensen Property for the purpose of making emergency repairs) and make emergency repairs within the Easement Area, regardless of who is otherwise responsible for the repairs under this Agreement. All entries onto the other property owner's property and emergency repairs performed hereunder shall only be to the extent reasonably necessary to facilitate the intent of this subsection 3.e. A repairing property owner hereunder who did not otherwise have the obligation under this Agreement to make the repair may invoice the other for all reasonable costs of such emergency repairs, if that property

owner had the obligation under this Agreement to make such repairs, and otherwise for fifty percent (50%) of the amount of the reasonable costs of such repairs, and said amounts shall be paid to the repairing property owner within thirty (30) days of the receipt of such invoice by the non-repairing property owner. In the event the non-repairing property owner responsible for the repairs hereunder fails to pay the repairing property owner for reasonable costs incurred in making such emergency repairs, the repairing property owner may lien the Jorgensen Property or Lardyn Property, as applicable hereunder, for all reasonable costs and expenses incurred in relation thereto, including interest incurred and reasonable attorneys' fees.

f. In making repairs under subsection 3.c., 3.d., or 3.e. of this Agreement, the owner of the Jorgensen Property shall not permit the filing of any mechanics' lien or other liens against the Easement Area or any other portion of the Lardyn Property and if any such liens are filed, then the owner of the Jorgensen Property shall immediately cause such liens to be removed or bonded over and shall indemnify, defend, and protect the owner of the Lardyn Property from any expense, cost, liability, or judgment as a result of such lien(s), including any reasonable costs and attorney's fees incurred by the owner of the Lardyn Property in defending against or protecting the Lardyn Property from such liens and in enforcing its rights under this subsection 3.f. against the owner of the Jorgensen Property. In making repairs under subsection 3.e. of this Agreement, the owner of the Lardyn Property shall not permit the filing of any mechanics' lien or other liens against the Jorgensen Property and if any such liens are filed, then the owner of the Lardyn Property shall immediately cause such liens to be removed or bonded over and shall indemnify, defend, and protect the owner of the Jorgensen Property from any expense, cost, liability, or judgment as a result of such lien(s), including any reasonable costs and attorney's fees incurred by the owner of the Jorgensen Property in defending against or protecting the Jorgensen Property from such liens and in enforcing its rights under this subsection 3.f. against the owner of the Lardyn Property

g. Each property owner owning property subject to this Agreement in fee title shall pay all real property taxes and assessments on such property owned by it.

h. All remedies for the reimbursement or recovery of costs under this Section 3 shall survive the termination of this Agreement.

4. RELOCATION: SUBSTITUTE ACCESS; TERMINATION OF INGRESS/EGRESS EASEMENT.

a. The owner of the Lardyn Property shall have the right to relocate the Access Road within the Lardyn Property so long as the relocated Access Road provides substantially the same ingress and egress access to and from the Jorgensen Property as the prior location of the Access Road. Upon any such relocation, the owners of the Lardyn Property and the Jorgensen Property agree to amend this Agreement and its description of the Easement Area.

b. Either the owner of the Lardyn Property or the owner of the Jorgensen Property, at its own expense, may obtain a survey of the Easement Area as it then-exists by a licensed Colorado surveyor and upon such survey being certified to both the owner of the Lardyn Property and the owner of the Jorgensen Property, such owners agree to amend this Agreement and its Exhibit C to reflect the legal description of the Easement Area as made by such survey and to record such amendment in the real property records of Logan County, Colorado.

c. The owner of the Lardyn Property shall have the right, at any time, to terminate the Ingress/Egress Easement granted under this Agreement and this Agreement upon providing an alternative easement to the Ingress/Egress Easement which alternative easement would provide a perpetual, non-exclusive easement upon terms substantially similar to the terms of this Agreement for ingress to and

egress from the Jorgensen Property over, upon and across an easement area comprising the 30 to 50 most easterly feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, south of Logan County Road 46 and the 30 to 50 most easterly feet of the NW $\frac{1}{4}$ of Section 18, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado (the "Replacement Easement Area"). For purposes of this Section, terms of an alternative easement shall be considered substantially similar to the terms of this Agreement even if the Jorgensen Property has to bear its proportionate cost, determined on an equitable basis, of maintaining any roadway within the Replacement Easement Area.

d. The owner of the Jorgensen Property shall have the right, at any time, to terminate the Ingress/Egress Easement and this Agreement by recording in the real property records of Logan County, Colorado, a statement referencing this Agreement, as recorded in said County, indicating that the Ingress/Egress Easement and this Agreement are terminated as of the date set forth in such statement.

5. RESTRICTIONS

a. Insofar as practicable and consistent with the rights granted herein, the parties shall restore the surface of the other party's property to the condition that existed immediately prior to the commencement of any surface disturbing activities performed by the party as permitted hereunder.

b. The Ingress/Egress Easement granted herein shall be subject to all restrictions, covenants, rights, limitations, easements, liens, and encumbrances of record and/or apparent on the ground.

c. Nothing in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area, the Lardyn Property or the Jorgensen Property.

6. LIABILITIES DURING THE TERM OF THE EASEMENTS; INSURANCE

a. Any and all liability for personal injury, death or property damage as may be incurred by the owner of the Jorgensen Property, its agents, contractors, subcontractors, employees, licensees, invitees, successors or assigns, as a result of, arising out of, or relating to the exercise of the rights under the Ingress/Egress Easement granted hereunder or the use or occupancy of the Easement Area or the Ingress/Egress Easement, shall be borne by the owner of the Jorgensen Property and the owner of the Lardyn Property shall have no liability therefore except for its own gross negligence or willful misconduct. During the respective period of property ownership of the Jorgensen Property, each such owner of the Jorgensen Property agrees to indemnify and hold harmless the owner of the Lardyn Property, its successors and assigns, against any loss or damage, including reasonable attorney's fees and costs as may be incurred by the owner of the Lardyn Property, its successors or assigns, resulting from, arising out of or being attributable to the use of the Easement Area or Ingress/Egress Easement by the owner of the Jorgensen Property, its agents, contractors, subcontractors, employees, licensees, invitees, successors or assigns, except for any such loss or damage resulting from or arising out of or being attributable to the gross negligence or willful misconduct of the owner of the Lardyn Property, its successors or assigns. This Section 6 shall survive the termination of this Agreement and the Ingress/Egress Easement.

b. The owner of the Jorgensen Property, at its sole cost and expense, shall procure and maintain public liability and property damage insurance against claims for personal injury, death, or property damage (including for each contractual or assumed liability under this Agreement) occurring upon the Jorgensen Property or the Easement Area, or any other portion of the Lardyn Property permitted to be used under Subsection 3.e. of this Agreement, with a single limit of coverage of not less than an

aggregate of \$1,000,000 written by one or more responsible insurance carriers licensed to do business in the state of Colorado.

7. ESTOPPEL CERTIFICATE

Each party shall from time to time provide the other party, within twenty (20) days of such other party's request, a certificate binding upon such party stating as of the date of the certificate: (i) that to the best of the certifying party's knowledge, whether any party to this Agreement is in default or otherwise in violation of this Agreement and, if so, identifying such default or violation, (ii) that this Agreement is in full force and effect and identifying any amendments to this Agreement, and (iii) stating the party's address for purposes of notice under this Agreement.

8. NON-EXCLUSIVE

The owner of the Lardyn Property reserves the right to grant such other licenses, easements, rights or privileges across, on or pertaining to the Lardyn Property (including the Easement Area) to such persons and for such purposes as the then-owner of the Lardyn Property may, in its sole discretion, select; provided that the owner of the Lardyn Property shall use reasonable efforts not to interfere with the rights granted to the owner of the Jorgensen Property under this Agreement.

9. COVENANTS RUNNING WITH THE LAND

This Agreement, including the Ingress/Egress Easement and all other covenants, agreements, rights and obligations created hereby, (a) runs with the Lardyn Property and the Jorgensen Property, and (b) is binding on and inures to the benefit of all persons having or acquiring fee title to the Lardyn Property or the Jorgensen Property (each such person being referred to in this Agreement as a "party" or as the owner of such property), all upon the terms, provisions and conditions set forth in this Agreement.

10. ENFORCEMENT; ATTORNEY'S FEES

In the event that any property owner benefited by this Agreement is required to commence any action or proceeding against the other party in order to enforce the provisions of this Agreement, the prevailing party in any such action shall be entitled to recover, in addition to any monetary damages or injunctive or other equitable relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorney's fees and all court costs.

11. NOTICE

All notices shall be in writing and sent by reputable overnight courier for next business day delivery or USPS certified mail, return receipt requested, to the following addresses and shall be deemed received three days after being placed in the mail or the next business day after being delivered to said overnight courier (per receipt), as applicable:

If to Jorgensen:

Timothy A. Jorgensen
5923 Annapurna Drive
Evergreen, CO 80439

If to Lardyn:

Lardyn Consulting LLC
18413 CR 42.5
Sterling, CO 80751

Either party to this Agreement may lodge written notice of a change of address with the other party to this Agreement. In the event ownership of the Jorgensen Property or the Lardyn Property is transferred and the subsequent owner of such property (the "subsequent owner") has not provided the owner of the other property the subject of this Agreement (the "other owner") with its address for purposes of notice under this Agreement, then the other owner may use the address of the subsequent owner as set forth in the deed or other instrument transferring ownership to the subsequent owner as the address of the subsequent owner for purposes of notice under this Agreement until, if ever, such subsequent owner lodges written notice of a change of address with the other owner.

12. REMEDIES

In the event of a breach or threatened breach of any of the terms, covenant, restrictions, conditions of this Agreement, the non-breaching party shall be entitled to full and adequate injunctive relief and all other available legal and equitable remedies. Notwithstanding the foregoing, no breach or threatened breach under this Agreement shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.

13. CONSTRUCTION.

Any headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. Each defined term identified herein with initial capital letters shall have the meaning ascribed to such term herein. Each party agrees that the language and all parts of this Agreement shall be construed as a whole according to its fair meaning, and irrespective of any party or its counsel's role in drafting this Agreement shall not be strictly construed for or against any party.

14. SEVERABILITY

In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

15. WAIVERS

No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

16. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

17. AMENDMENT

This Agreement may not be amended or terminated, except by a written instrument signed and acknowledged by Lardyn (or the then-fee-owner of the Lardyn Property) and Jorgensen (or the then-fee-owner of the Jorgensen Property).

18. COUNTERPARTS

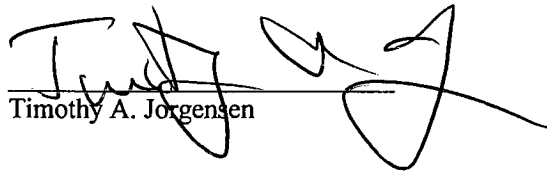
This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon any party unless and until this Agreement shall have been signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Easement Agreement]

The parties hereto have executed this Easement Agreement effective as of the date first mentioned herein.

Jorgensen:

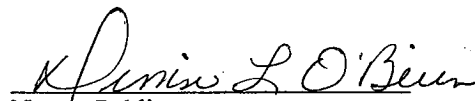

Timothy A. Jorgensen

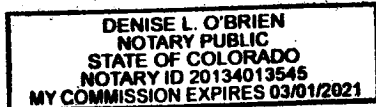
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Acknowledged before me this 5 day of February, 2018, by Timothy A. Jorgensen.

WITNESS my hand and official seal.

My commission expires: 3-1-21


Notary Public



Lardyn:

Lardyn Consulting, LLC,
a Nebraska limited liability company

By: _____
Elyce York, Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of February, 2018, by Elyce York as the managing member of Lardyn Consulting, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

[Signature Page to Easement Agreement]

The parties hereto have executed this Easement Agreement effective as of the date first mentioned herein.

Jorgensen:

Timothy A. Jorgensen

[illegible]

Acknowledged before me this _____ day of February, 2018, by Timothy A. Jorgensen.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

Lardyn:

**Lardyn Consulting, LLC,
a Nebraska limited liability company**

By: Elyce W. York
Elyce York, Managing Member

STATE OF Colorado)
) SS.
COUNTY OF Logan)
)

Acknowledged before me this 5th day of February, 2018, by Elyce York as the managing member of Lardyn Consulting, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

My commission expires: 8/16/21 Buster Bobbitt
Notary Public

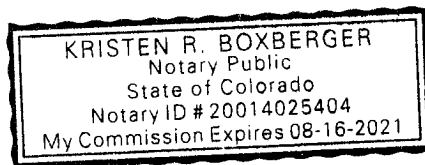


EXHIBIT "A"

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), AND IN THE SOUTH HALF (S1/2) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S1/2 OF SECTION 18; THENCE NORTH 88°39'35" EAST ALONG THE NORTH LINE OF SAID S1/2 A DISTANCE OF 1945.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°39'35" EAST ALONG THE NORTH LINE OF SAID S1/2 A DISTANCE OF 766.02 FEET TO THE SOUTHWEST CORNER OF SAID S1/2NE1/4; THENCE NORTH 1°44'45" WEST ALONG THE WEST LINE OF SAID S1/2NE1/4 A DISTANCE OF 1347.31 FEET TO THE NORTHWEST CORNER OF SAID S1/2NE1/4; THENCE NORTH 88°04'35" EAST ALONG THE NORTH LINE OF SAID S1/2NE1/4 A DISTANCE OF 1940.99 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES:

BEARING	DISTANCE (FEET)
SOUTH 42°55'15" EAST	106.65
SOUTH 3°32'55" EAST	831.50
SOUTH 21°10'45" EAST	104.94
SOUTH 5°52'15" EAST	202.90
SOUTH 31°27'05" EAST	204.58
SOUTH 2°51'30" EAST	319.03
SOUTH 4°25'30" WEST	282.61
SOUTH 12°28'30" WEST	254.85
SOUTH 7°19'45" WEST	220.38
SOUTH 32°40'00" WEST	146.31
SOUTH 67°16'20" WEST	118.76
NORTH 50°23'50" WEST	121.54
NORTH 13°56'25" EAST	415.53
NORTH 3°41'40" EAST	255.20
NORTH 31°12'25" WEST	298.61
NORTH 28°30'20" WEST	409.76
NORTH 47°15'25" WEST	160.19
NORTH 65°05'45" WEST	137.94
NORTH 78°57'00" WEST	182.76
SOUTH 84°36'50" WEST	197.05
SOUTH 24°37'25" WEST	89.72
SOUTH 45°49'55" EAST	398.26
SOUTH 30°57'55" EAST	132.75
SOUTH 22°09'05" EAST	258.06
SOUTH 6°03'55" EAST	318.66
SOUTH 27°18'45" EAST	203.29
SOUTH 10°34'45" EAST	47.64
SOUTH 7°08'25" WEST	90.91
SOUTH 23°34'20" WEST	65.45
SOUTH 37°17'40" WEST	81.96
SOUTH 52°48'25" WEST	73.25
SOUTH 61°58'50" WEST	136.43
SOUTH 72°13'25" WEST	193.19
SOUTH 82°50'10" WEST	194.26
SOUTH 43°47'40" WEST	91.24
SOUTH 24°29'40" WEST	57.00

SOUTH 15°34'10" WEST	228.58
SOUTH 2°12'20" WEST	181.54
SOUTH 28°12'05" WEST	69.76
SOUTH 51°05'45" WEST	129.17
SOUTH 64°08'05" WEST	81.90
SOUTH 81°08'05" WEST	92.58
NORTH 88°28'55" WEST	366.09
NORTH 82°53'25" WEST	114.69
NORTH 29°34'55" WEST	247.43
NORTH 6°43'50" WEST	135.84
NORTH 2°50'30" WEST	81.35
NORTH 2°35'55" EAST	180.77
NORTH 7°36'35" EAST	136.88
NORTH 9°29'55" EAST	278.20
NORTH 85°15'45" WEST	120.76
NORTH 17°32'50" WEST	103.12
NORTH 16°41'55" EAST	242.96
NORTH 23°24'30" WEST	314.87
NORTH 41°30'20" WEST	107.91
NORTH 63°58'00" WEST	186.24
NORTH 44°34'05" WEST	269.18 FEET TO THE POINT OF BEGINNING

EXHIBIT "B"
Lardyn Property

This Exhibit B is attached to and incorporated into as a part of the Easement Agreement, dated February 5, 2018, between Timothy A. Jorgensen and Lardyn Consulting, LLC to which this exhibit is attached as its Exhibit B (the “Easement Agreement”).

PARCEL #1:

THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) AND THE SOUTH HALF (S1/2) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, AND A TRACT OF LAND IN SAID SECTION 18 CONTAINING APPROXIMATELY 30,000 SQUARE FEET AND LYING IN A BEND OF CEDAR CREEK NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW1/4), DESCRIBED AS: BEGINNING AT A POINT FROM WHENCE THE QUARTER CORNER OF THE WEST LINE OF SECTION 18 BEARS SOUTH 88°50' WEST 1622 FEET; THENCE NORTH 26°35' EAST 110 FEET; THENCE NORTH 48°10' EAST 40 FEET; THENCE NORTH 60°50' EAST 70 FEET; THENCE SOUTH 78°15' EAST 50 FEET; THENCE SOUTH 57°20' EAST 50 FEET; THENCE SOUTH 48°0' EAST 60 FEET; THENCE SOUTH 49°30' EAST 126 FEET; THENCE SOUTH 88°50' WEST 340 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING PORTION OF SAID SECTION 18 THE JORGENSEN PROPERTY AS DEFINED IN THE EASEMENT AGREEMENT AND DESCRIBED IN DETAIL ON EXHIBIT A TO THE EASEMENT AGREEMENT, AND

EXCEPTING FROM THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 18 A TRACT OF LAND DESCRIBED AS: BEGINNING AT A POINT FROM WHENCE THE QUARTER CORNER ON THE WEST LINE OF SECTION 18 BEARS SOUTH 88°50' WEST 1255 FEET; THENCE SOUTH 37°30' EAST 41 FEET; THENCE SOUTH 52°12' EAST 43 FEET; THENCE SOUTH 65°36' EAST 31 FEET; THENCE SOUTH 66°15' EAST 136 FEET; THENCE NORTH 49° EAST 90 FEET; THENCE NORTH 5°15' EAST 85 FEET; THENCE SOUTH 88°50' WEST 300 FEET TO THE PLACE OF BEGINNING (CONTAINING LESS THAN ONE ACRE, BEING APPROXIMATELY 25,000 SQUARE FEET).

PARCEL #2:

THE NORTH HALF (N1/2) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, EXCEPT:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 19, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 89°46'05" WEST ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 2658.48 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE NORTH

0°28'15" WEST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 1419.12 FEET; THENCE NORTH 87°50'15" EAST A DISTANCE OF 445.60 FEET; THENCE NORTH 0°43'45" WEST A DISTANCE OF 571.74 FEET; THENCE SOUTH 88°56'40" EAST A DISTANCE OF 1002.03 FEET; THENCE SOUTH 89°13'55" EAST A DISTANCE OF 1232.46 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE SOUTH 0°03'40" WEST ALONG THE EAST LINE OF SAID SE1/4 A DISTANCE OF 1961.82 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 19.



EXHIBIT "C"
Easement Area

THE AREA OF AN EXISTING ROADWAY, APPROXIMATELY 25 FEET IN WIDTH, SHOWN IN THE AERIAL PHOTOGRAPH ATTACHED HERETO AS EXHIBIT C-1 AS THE ACCESS ROAD, THE WESTERN END OF WHICH STARTS AT THE WEST LINE OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, APPROXIMATELY 150 TO 175 FEET SOUTH OF THE NORTH LINE OF SAID SECTION AND THEN TRAVERSES GENERALLY EASTWARD THROUGH THE NW1/4NW1/4, THE NE1/4NW1/4 INTO THE NW1/4NE1/4 OF SAID SECTION 19 WHERE IT THEN FORKS INTO TWO BRANCHES, THE WESTERLY BRANCH TRAVERSING BACK THROUGH THE NE1/4NW ¼ OF SAID SECTION 19 AND CONTINUING NORTH INTO THE SE1/4SW1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 52 WEST OF THE 6TH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, WHERE IT TERMINATES, AND THE EASTERLY BRANCH OF WHICH CONTINUES IN A NORTHEASTERLY LINE THROUGH THE N1/2 OF THE NE1/4 OF SAID SECTION 19 AND CONTINUES IN A NORTHERLY LINE THROUGH THE S1/2SE1/4, THE NE1/4SE1/4 AND THE SE1/4NE1/4 OF SAID SECTION 18 WHERE IT TERMINATES.

Legend
18507 County Rd 42.5

EXHIBIT C-1

Google Earth



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REALTY & AUCTION

535 E Chestnut | PO Box 407
Sterling, CO 80751
970.522.7770
reckagri.com