

Appendix 22: Copy of Submitted Form 2A

**FORM
2A**Rev
08/13**State of Colorado
Oil and Gas Conservation Commission**1120 Lincoln Street, Suite 801, Denver, Colorado 80203
Phone: (303) 894-2100 Fax: (303) 894-2109

Document Number:

400480337

Date Received:

10/23/2013

Oil and Gas Location Assessment☒ New Location ☐ Refile ☐ Amend Existing Location Location#: _____

Submit signed original form. This Oil and Gas Location Assessment is to be submitted to the COGCC for approval prior to any ground disturbance activity associated with oil and gas operations. Approval of this Oil and Gas Location Assessment will allow for the construction of the below specified Location; however, it does not supersede any land use rules applied by the local land use authority. Please see the COGCC website at <http://cogcc.state.co.us/> for all accompanying information pertinent this Oil and Gas Location Assessment.

Location ID:

Expiration Date:

☐ This location assessment is included as part of a permit application.**CONSULTATION**

- ☐ This location is included in a Comprehensive Drilling Plan. CDP # _____
- ☐ This location is in a sensitive wildlife habitat area.
- ☐ This location is in a wildlife restricted surface occupancy area.
- ☐ This location includes a Rule 306.d.(1)A.ii. variance request.

Operator

Operator Number: 100185

Name: ENCANA OIL & GAS (USA) INC

Address: 370 17TH ST STE 1700

City: DENVER State: CO Zip: 80202-5632

Contact Information

Name: Bonnie Lamond

Phone: (720) 876-5156

Fax: ()

email: bonnie.lamond@encana.com

RECLAMATION FINANCIAL ASSURANCE

- ☐ Plugging and Abandonment Bond Surety ID: _____ ☐ Gas Facility Surety ID: _____
- ☒ Waste Management Surety ID: _____

LOCATION IDENTIFICATION

Name: Liquids Handling Hub Number: _____

County: WELD

Quarter: SE Section: 21 Township: 1N Range: 68W Meridian: 6 Ground Elevation: 5151

Define a single point as a location reference for the facility location. When the location is to be used as a well site then the point shall be a well location.

Footage at surface: 448 feet FSL from North or South section line

1142 feet FWL from East or West section line

Latitude: 40.030607 Longitude: -105.004663

PDOP Reading: 1.2 Date of Measurement: 06/27/2013

Instrument Operator's Name: Erik Johnston

RELATED REMOTE LOCATIONS

(Enter as many Related Locations as necessary. Enter the Form 2A document # only if there is no established COGCC Location ID#)

This proposed Oil and Gas Location is:

LOCATION ID

FORM 2A DOC

Production Facilities Location serves Well(s)

434375

400428096

434248

400445641

434554

400446579

434526

400426751

305447

400450063

FACILITIES

Indicate the number of each type of oil and gas facility planned on location

Wells _____	Oil Tanks _____	Condensate Tanks _____	Water Tanks _____	Buried Produced Water Vaults _____
Drilling Pits _____	Production Pits _____	Special Purpose Pits _____	Multi-Well Pits _____	Temporary Large Volume Above Ground Tanks _____
Pump Jacks _____	Separators _____	Injection Pumps _____	Cavity Pumps _____	
Gas or Diesel Motors _____	Electric Motors _____	Electric Generators _____	Fuel Tanks _____	Gas Compressors _____
Dehydrator Units _____	Vapor Recovery Unit _____	VOC Combustor _____	Flare _____	LACT Unit _____
				Pigging Station _____

OTHER FACILITIES

Other Facility Type

Number

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Per Rule 303.b.(3)C, description of all oil, gas, and/or water pipelines:

Please see attachment for a complete and detailed list of proposed equipment.

CONSTRUCTION

Date planned to commence construction: 07/01/2014

Size of disturbed area during construction in acres: 39.30

Estimated date that interim reclamation will begin: 10/01/2014

Size of location after interim reclamation in acres: 24.90

Estimated post-construction ground elevation: 5209

DRILLING PROGRAM

Will a closed loop system be used for drilling fluids: No

Is H₂S anticipated? No

Will salt sections be encountered during drilling: No

Will salt based mud (>15,000 ppm Cl) be used? No

Will oil based drilling fluids be used? No

DRILLING WASTE MANAGEMENT PROGRAM

Drilling Fluids Disposal: _____

Drilling Fluids Disposal Method: _____

Cutting Disposal: _____

Cuttings Disposal Method: _____

Other Disposal Description:

Beneficial reuse or land application plan submitted? No

Reuse Facility ID: _____ or Document Number: _____

Centralized E&P Waste Management Facility ID, if applicable: _____

SURFACE & MINERALS & RIGHT TO CONSTRUCT

Name: Swink Family Farms LLLP

Phone: _____

Address: 37153 Dickerson Run

Fax: _____

Address: _____

Email: _____

City: Severence State: CO Zip: 80550

Surface Owner: ☒ Fee ☐ State ☐ Federal ☐ Indian

Check all that apply. The Surface Owner: ☐ is the mineral owner

☐ is committed to an oil and Gas Lease

☐ has signed the Oil and Gas Lease

☐ is the applicant

The Mineral Owner beneath this Oil and Gas Location is: ☒ Fee ☐ State ☐ Federal ☐ Indian

The Minerals beneath this Oil and Gas Location will be developed from or produced to this Oil and Gas Location: No

The right to construct this Oil and Gas Location is granted by: _____

Surface damage assurance if no agreement is in place: _____ Surface Surety ID: _____

Date of Rule 306 surface owner consultation 06/14/2013

CURRENT AND FUTURE LAND USE

Current Land Use (Check all that apply):

Crop Land: ☐ Irrigated ☒ Dry land ☐ Improved Pasture ☐ Hay Meadow ☐ CRP

Non-Crop Land: ☐ Rangeland ☐ Timber ☐ Recreational ☐ Other (describe): _____

Subdivided: ☐ Industrial ☐ Commercial ☐ Residential

Future Land Use (Check all that apply):

Crop Land: ☐ Irrigated ☒ Dry land ☐ Improved Pasture ☐ Hay Meadow ☐ CRP

Non-Crop Land: ☐ Rangeland ☐ Timber ☐ Recreational ☐ Other (describe): _____

Subdivided: ☐ Industrial ☐ Commercial ☐ Residential

CULTURAL DISTANCE INFORMATION

Distance to nearest:

Building: 830 Feet
Building Unit: 1914 Feet
High Occupancy Building Unit: 5280 Feet
Designated Outside Activity Area: 5280 Feet
Public Road: 426 Feet
Above Ground Utility: 489 Feet
Railroad: 5280 Feet
Property Line: 324 Feet

INSTRUCTIONS:

- All measurements shall be provided from center of nearest Well or edge of nearest Production Facility to nearest of each cultural feature as described in Rule 303.b.(3)A.
- Enter 5280 for distance greater than 1 mile.
- Building - nearest building of any type. If nearest Building is a Building Unit, enter same distance for both.
- Building Unit, High Occupancy Building Unit, and Designated Outside Activity Area - as defined in 100-Series Rules.

DESIGNATED SETBACK LOCATION INFORMATION

Check all that apply. This location is within a: ☐ Buffer Zone
☐ Exception Zone
☐ Urban Mitigation Area

- Buffer Zone - as described in Rule 604.a.(2), within 1,000' of a Building Unit.
- Exception Zone - as described in Rule 604.a.(1), within 500' of a Building Unit.
- Urban Mitigation Area - as defined in 100-Series Rules.

Pre-application Notifications (required if location is within 1,000 feet of a building unit):

Date of Rule 305.a.(1) Urban Mitigation Area Notification to Local Government: _____

Date of Rule 305.a.(2) Buffer Zone Notification to Building Unit Owners: _____

SOIL

List all soil map units that occur within the proposed location. attach the National Resource Conservation Service (NRCS) report showing the "Map Unit Description" report listing the soil typical vertical profile. This data is to be used when segregating topsoil.

The required information can be obtained from the NRCS web site at <http://soildatamart.nrcs.usda.org/> or from the COGCC web site GIS Online map page found at <http://colorado.gov/cogcc>. Instructions are provided within the COGCC web site help section.

NRCS Map Unit Name: 83; Wiley-Colby complex, 3 to 5 percent slopes

NRCS Map Unit Name: _____

NRCS Map Unit Name: _____

PLANT COMMUNITY:

Complete this section only if any portion of the disturbed area of the location's current land use is on non-crop land.

Are noxious weeds present: Yes ☐ No ☒

Plant species from: ☒ NRCS or, ☐ field observation Date of observation: _____

List individual species: _____

Check all plant communities that exist in the disturbed area.

- ☐ Disturbed Grassland (Cactus, Yucca, Cheatgrass, Rye)
☒ Native Grassland (Bluestem, Grama, Wheatgrass, Buffalograss, Fescue, Oatgrass, Brome)
☐ Shrub Land (Mahogany, Oak, Sage, Serviceberry, Chokecherry)
☐ Plains Riparian (Cottonwood, Willow, Aspen, Maple, Poplar, Russian Olive, Tamarisk)
☐ Mountain Riparian (Cottonwood, Willow, Blue Spruce)
☐ Forest Land (Spruce, Fir, Ponderosa Pine, Lodgepole Pine, Juniper, Pinyon, Aspen)
☐ Wetlands Aquatic (Bullrush, Sedge, Cattail, Arrowhead)
☐ Alpine (above timberline)
☐ Other (describe): _____

WATER RESOURCES

Is this a sensitive area: ☐ No ☒ Yes

Distance to nearest

downgradient surface water feature: 3050 Feet

water well: 1500 Feet

Estimated depth to ground water at Oil and Gas Location 9 Feet

Basis for depth to groundwater and sensitive area determination:

Phase 2 site investigation was conducted on August 8, 2013. Soil borings and temporary groundwater wells were installed.

Is the location in a riparian area: ☒ No ☐ Yes

Was an Army Corps of Engineers Section 404 permit filed ☒ No ☐ Yes If yes attach permit.

Is the location within a Rule 317B Surface Water Supply Area buffer No zone:

If the location is within a Rule 317B Surface Water Supply Area buffer have all public water supply systems within 15 miles been notified: _____

GROUNDWATER BASELINE SAMPLING AND MONITORING AND WATER WELL SAMPLING

Water well sampling required per Rule N/A

DESIGNATED SETBACK LOCATION EXCEPTIONS

Check all that apply:

- ☐ Rule 604.a.(1)A. Exception Zone (within 500' of Building Unit)
- ☐ Rule 604.b.(1)A. Exception Location (existing or approved Oil & Gas Location now within a Designated Setback as a result of Rule 604.a.)
- ☐ Rule 604.b.(1)B. Exception Location (existing or approved Oil & Gas Location is within a Designated Setback due to Building Unit construction after Location approval)
- ☐ Rule 604.b.(2) Exception Location (SUA or site-specific development plan executed on or before August 1, 2013)
- ☐ Rule 604.b.(3) Exception Location (Building Units constructed after August 1, 2013 within setback per an SUA or site-specific development plan)

RULE 502.b VARIANCE REQUEST

- ☐ Rule 502.b. Variance Request from COGCC Rule or Spacing Order Number _____

ALL exceptions and variances require attached Request Letter(s). Refer to applicable rule for additional required attachments (e.g. waivers, certifications, SUAs).

OPERATOR COMMENTS AND SUBMITTAL

Comments

The reference area is adjacent to the pad in the Northern direction. Questions related to interim reclamation are not applicable to this type of facility. Encana Oil & Gas (USA) Inc. is in the process of purchasing the surface land; please see the attached agreement for specific details. The Waste Management Surety ID for this location is pending approval of preliminary closure plan and cost estimate to close and reclaim per rule 704, which is currently in progress.

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Signed: _____ Date: 10/23/2013 Email: bonnie.lamond@encana.com

Print Name: Bonnie Lamond Title: Permitting Analyst

Based on the information provided herein, this Application for Permit-to-Drill complies with COGCC Rules and applicable orders and is hereby approved.

COGCC Approved: _____ Director of COGCC Date: _____

Conditions Of Approval

All representations, stipulations and conditions of approval stated in this Form 2A for this location shall constitute representations, stipulations and conditions of approval for any and all subsequent operations on the location unless this Form 2A is modified by Sundry Notice, Form 4 or an Amended Form 2A.

COA Type

Description

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Best Management Practices

No BMP/COA Type

Description

1	Traffic control	A traffic plan has been coordinated with the local jurisdiction. Any subsequent modification to the traffic plan will be coordinated with the local jurisdiction. For security and safety purposes, access will be limited to process and liquid storage area.
2	General Housekeeping	Location will be adequately fenced to restrict access by unauthorized persons.
3	General Housekeeping	All surface trash, debris, scrap or discarded material connected with the operations of the property shall be removed from the premises or disposed of in a legal manner.
4	Wildlife	Wildlife and domestic animal access will be controlled through the following measures: Fencing around the entire facility, mesh coverings on any tank or building openings including vents, stacks, etc.
5	Material Handling and Spill Prevention	Berms will be constructed around crude oil, condensate, and produced water storage tanks and will enclose an area sufficient to contain and provide secondary containment for one-hundred percent (100%) of the largest single tank. Berms or other secondary containment devices will be sufficiently impervious to contain any spilled or released material. All berms and containment devices will be inspected at regular intervals and maintained in good condition. No potential ignition sources will be installed inside the secondary containment area.
6	Material Handling and Spill Prevention	Any material not in use that might constitute a fire hazard will be removed a minimum of twenty-five (25) feet from the tanks and separator. Any electrical equipment installations inside the bermed area will comply with API RP 500 classifications and comply with the current national electrical code as adopted by the State of Colorado.
7	Material Handling and Spill Prevention	A drainage sump will be used for truck loading pads in order to prevent spills.
8	Dust control	Access roads will be paved asphalt or crushed gravel to control dust.
9	Noise mitigation	Water Treatment units and air compressors are located within a fully enclosed building, all storage and handling of liquids is done in sealed equipment, truck off-loading facilities include vapor capture.
10	Emissions mitigation	Floating roof tanks will be used for oil to reduce emissions.

Total: 10 comment(s)

Attachment Check List

<u>Att Doc Num</u>	<u>Name</u>
400480337	FORM 2A SUBMITTED
400486710	ACCESS ROAD MAP
400486712	HYDROLOGY MAP
400486714	LOCATION DRAWING
400486715	LOCATION PICTURES
400486716	NRCS MAP UNIT DESC
400493972	SURFACE AGRMT/SURETY
400499293	OTHER

Total Attach: 8 Files

General Comments

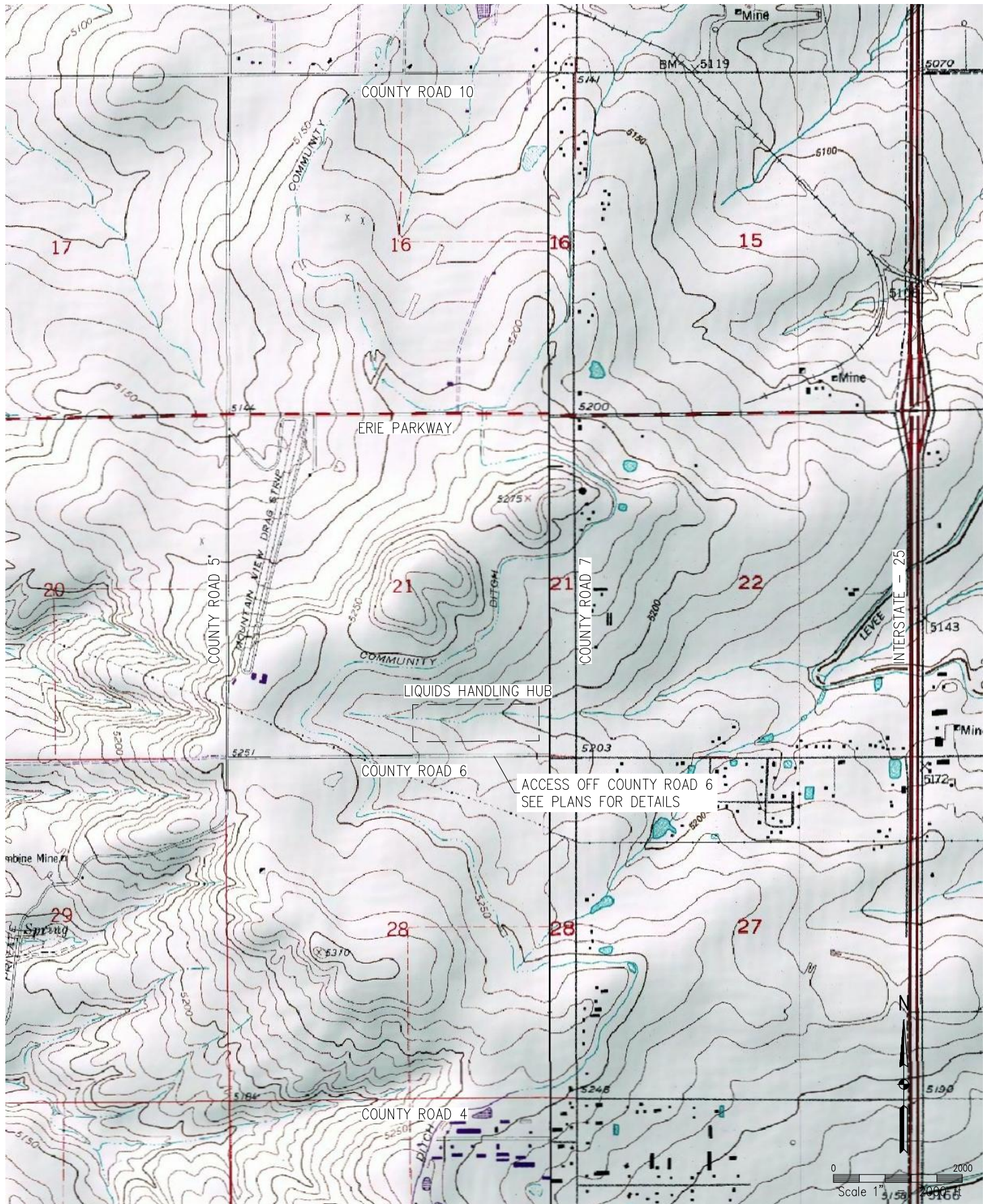
<u>User Group</u>	<u>Comment</u>	<u>Comment Date</u>

Total: 0 comment(s)

ACCESS ROAD MAP

LIQUIDS HANDLING HUB

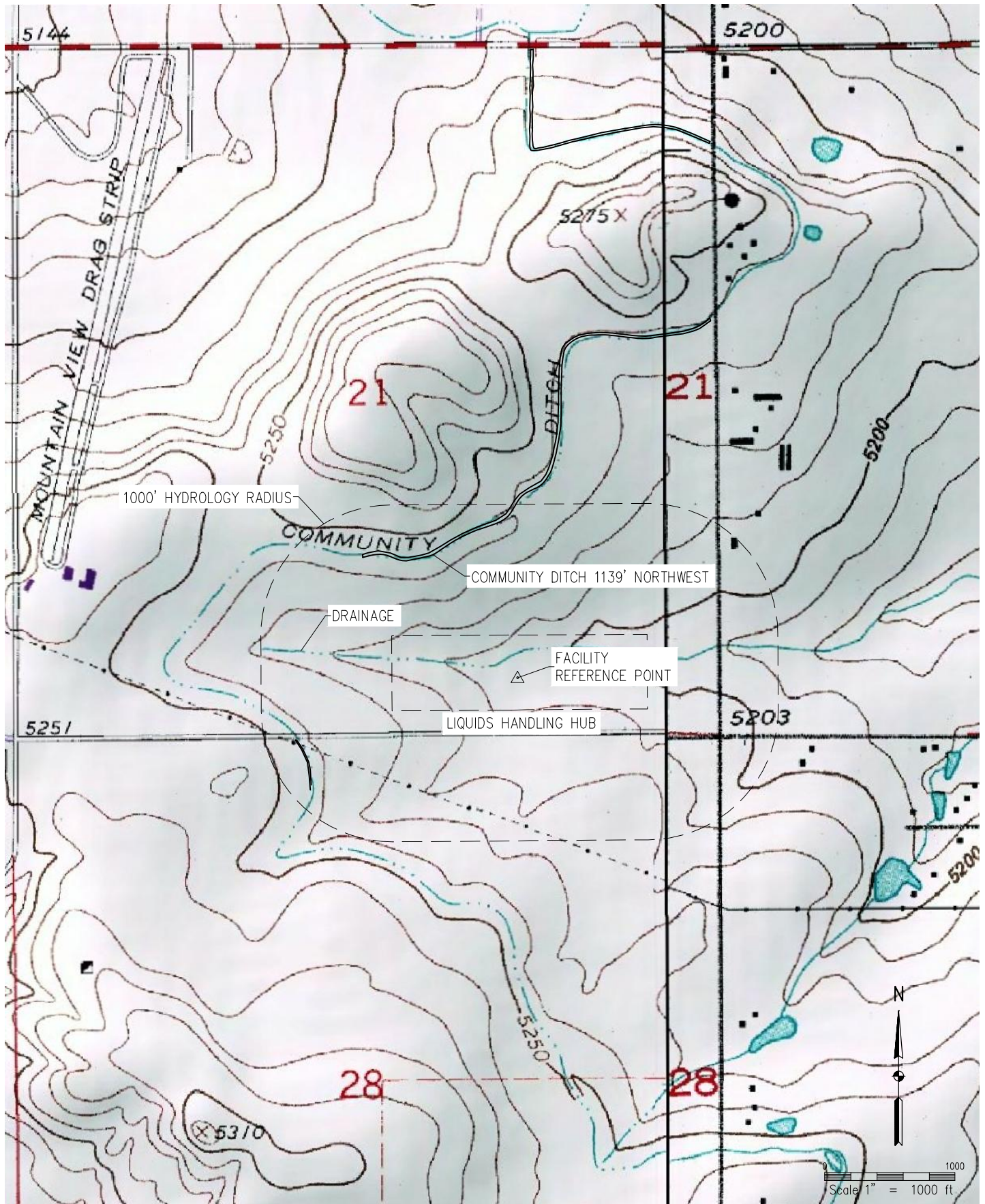
SECTION 21
TOWNSHIP 1 NORTH
RANGE 68 WEST



HYDROLOGY MAP

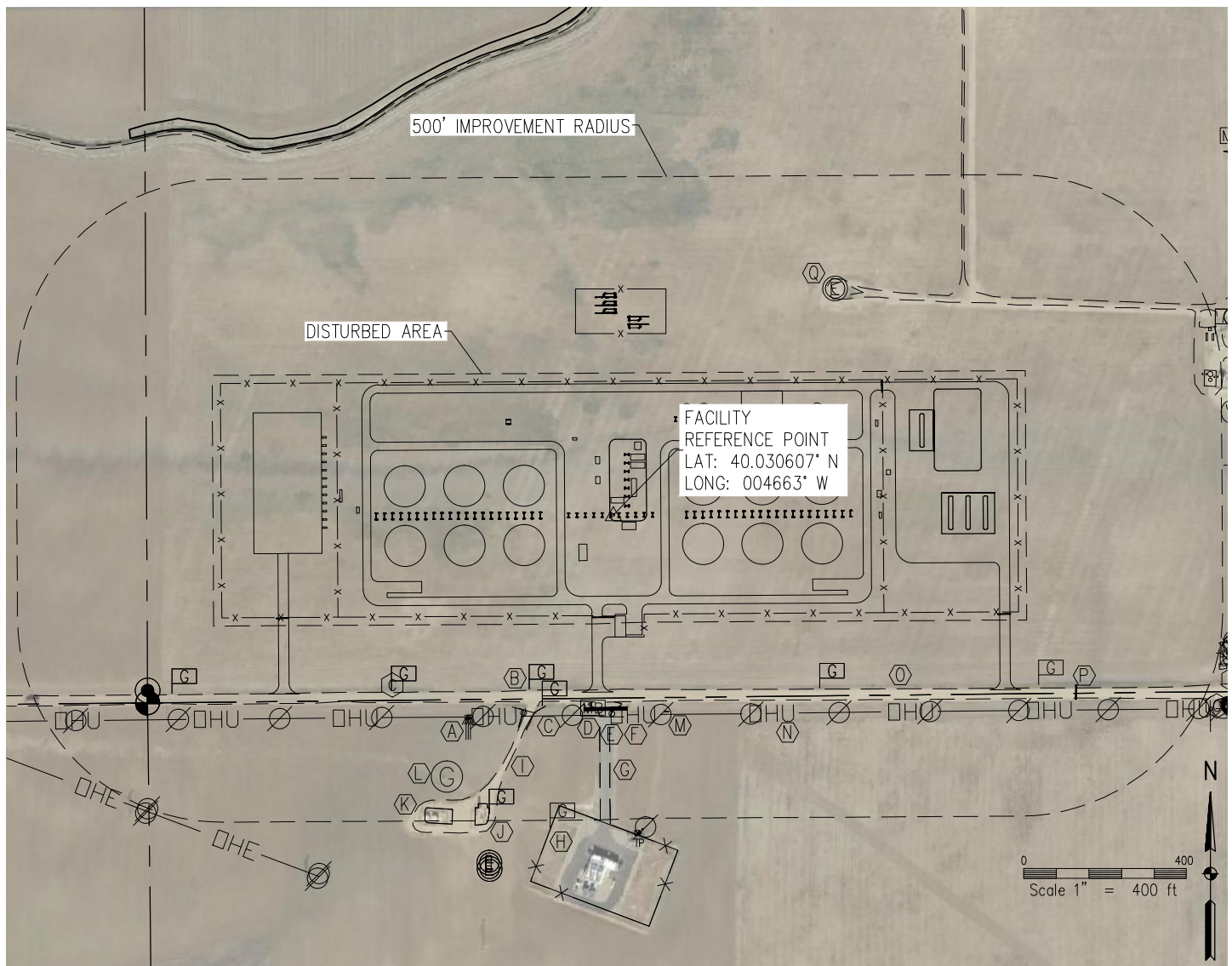
LIQUIDS HANDLING HUB

SECTION 21
TOWNSHIP 1 NORTH
RANGE 68 WEST



TANK BATTERY LOCATION DRAWING

LIQUIDS HANDLING HUB

SECTION 21
TOWNSHIP 1 NORTH
RANGE 68 WEST

NEAREST: BUILDING 830' S, PUBLIC ROAD 426' S, ABOVE GROUND UTILITY 489' S,
RAILROAD 5280'+, PROPERTY LINE 324' SW

IMPROVEMENTS:

REFERENCE POINT LOCATION:

LAT: 40.030607° N
LONG: 105.004663° W
FSL: 448'
FWL: 1142'
ELEV: 5151'
PDOP: 1.2
OPERATOR: ERIK JOHNSTON
DATE: 6/27/13
1/4 1/4: S1/2 SW1/4

LEGEND:

△ REFERENCE POINT

(A) GUY WIRE 605' SW, 608' SW, 612' SW

(B) GAS MARKER 1165' SW, 693' SW, 473' SW, 498' SW, 792' SW, 659' SE, 1121' SE

(C) POWER POLE 501' SW, 587' SW, 753' SW, 957' SW, 1177' SW, 1409' SW, 502' SE, 592' SE, 735' SE, 912' SE, 1102' SE, 1301' SE,

(D) MAILBOX 475' S

(E) SIGN 525' SW, 494' S

(F) 18" CMP 472' S, 475' S

(G) ASPHALT DRIVE 461' S

(H) GAS FACILITY 723' S

(I) GRAVEL ACCESS 490' SW, 754' NE, 981' NE

(J) BURNER & SEPARATOR SITE 771' SW, 1513' NE

(K) TANK BATTERY 821' SW, 1480' NE

(L) GAS MANHOLE 759' SW

(M) COMMUNICATIONS PEDESTAL 497' SE, 682' SW

(N) OVERHEAD UTILITY 489' S

(O) COUNTY ROAD 6 426' S

(P) 15" CMP 1207' SE

(Q) EXISTING WELL 776' NE

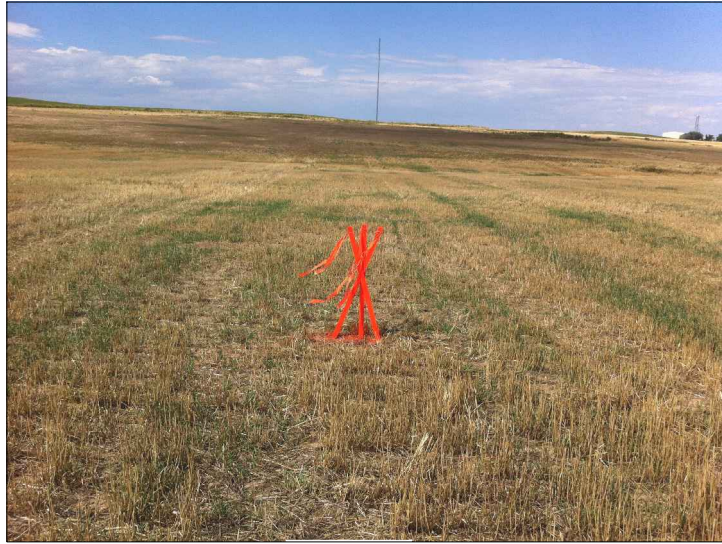
NOTE

The size, type and location of underground utilities shown hereon are approximate, and are based on markings made by utility locate companies. It is not guaranteed that all utilities have been located. It shall be the responsibility of the contractor to verify the existence of all underground utilities in the area of the work before commencing new construction.

LOCATION PICTURES

LIQUIDS HANDLING HUB

SECTION 21
TOWNSHIP 1 NORTH
RANGE 68 WEST
8/30/13



VIEW NORTH



VIEW WEST



VIEW EAST



VIEW SOUTH

Map Unit Description

Weld County, Colorado, Southern Part

83 Wiley-Colby complex, 3 to 5 percent slopes

Setting

Elevation: 4850 to 5000 feet
Mean annual precipitation: 12 to 16 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 135 to 170 days

Composition

Wiley and similar soils: 55 percent
Colby and similar soils: 30 percent
Minor components: 15 percent

Description of Wiley

Setting

Landform: Plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous eolian deposits

Properties and Qualities

Slope: 3 to 5 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.60 to 2.00 in/hr)
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate maximum: 15 percent
Gypsum maximum: 0 percent
Available water capacity: High (about 11.7 inches)

Interpretive Groups

Land capability classification (irrigated): 3e
Land capability (non irrigated): 4e
Ecological site: Loamy Plains (R067BY002CO)

Typical Profile

0 to 11 inches: silt loam
11 to 60 inches: silty clay loam
60 to 64 inches: silty clay loam

Description of Colby

Setting

Landform: Plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous eolian deposits

Properties and Qualities

Slope: 3 to 5 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.57 to 2.00 in/hr)
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate maximum: 15 percent
Gypsum maximum: 0 percent
Available water capacity: High (about 10.6 inches)

Interpretive Groups

Land capability classification (irrigated): 3e
Land capability (non irrigated): 4e
Ecological site: Loamy Plains (R067BY002CO)

Typical Profile

0 to 7 inches: loam
7 to 60 inches: silt loam

Map Unit Description

Weld County, Colorado, Southern Part

Minor Components

Heldt

Percent of map unit: 9 percent

Weld

Percent of map unit: 6 percent

Map Unit Description

Weld County, Colorado, Southern Part

40 Nunn loam, 1 to 3 percent slopes

Setting

Elevation: 4550 to 5000 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 115 to 180 days

Composition

Nunn and similar soils: 85 percent
Minor components: 15 percent

Description of Nunn

Setting

Landform: Terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium

Properties and Qualities

Slope: 1 to 3 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low or moderately high (0.06 to 0.20 in/hr)
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate maximum: 15 percent
Gypsum maximum: 0 percent
Available water capacity: Moderate (about 9.0 inches)

Interpretive Groups

Land capability classification (irrigated): 2e
Land capability (non irrigated): 4c
Ecological site: Loamy Plains (R067BY002CO)

Typical Profile

0 to 9 inches: loam
9 to 29 inches: clay loam
29 to 40 inches: sandy loam
40 to 60 inches: sandy loam

Minor Components

Dacono

Percent of map unit: 5 percent

Heldt

Percent of map unit: 4 percent

Altvan

Percent of map unit: 3 percent

Platner

Percent of map unit: 3 percent

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-9-12) (Mandatory 1-13)

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: June 14, 2013

AGREEMENT

1. **AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, 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, Encana Oil & Gas (USA) Inc., will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other

2.2. **Assignability and Inurement.** This Contract ☒ Shall ☐ Shall Not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. **Seller.** Seller, Swink Family Farms LLLP, 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 Weld, Colorado: Township 1 North, Range 68 West, 6th P.M. Section 21: E/2, being 280 acres, more or less Weld county Tax Parcels: 146721100028, 14672100005, 146721400002, and 146721400001 (to be verified by survey)

known as No. SWC of WCR 8 and WCR 7	Weld County	CO	80516
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. Fixtures. All fixtures attached to the Property on the date of this Contract.~~
~~Other Fixtures:~~

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

~~2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included:~~

~~Other Personal Property:~~

~~The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____; Conveyance shall be by bill of sale or other applicable legal instrument.~~

~~2.5.3. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:~~

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____; Conveyance shall be by bill of sale or other applicable legal instrument.

2.5.4. Water Rights, Water and Sewer Taps.

2.5.4.1. Deeded Water Rights. The following legally described water rights:

Any water rights shall be conveyed by ☐ _____ Deed ☐ Other applicable legal instrument.
☐ **2.5.4.2. Well Rights.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is _____ N/A.

2.5.4.3. ☐ Water Stock Certificates:

2.5.4.4. ☐ Water Tap ☐ Sewer Tap

Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the tap.

2.5.4.5. Other Rights:

2.5.5. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

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

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title and Association	
2	§ 7.1	Record Title Deadline	
3	§ 7.5	Exceptions Request Deadline	
4	§ 8.1	Record Title Objection Deadline	
5	§ 8.2	Off-Record Title Deadline	
6	§ 8.2	Off-Record Title Objection Deadline	
7	§ 8.3	Title Resolution Deadline	
8	§ 7.6	Association Documents Deadline	
9	§ 7.6	Association Documents Objection Deadline	
10	§ 8.5	Right of First Refusal Deadline	
		Seller's Property Disclosure	
11	§ 10.1	Seller's Property Disclosure Deadline	
		Loan and Credit	
12	§ 5.1	Loan Application Deadline	
13	§ 5.2	Loan Objection Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Documents Deadline	
17	§ 5.4	Existing Loan Documents Objection Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
		Appraisal	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	

Item No.	Reference	Event	Date or Deadline
Survey			
21	§ 9.1	Current Survey Deadline	
22	§ 9.2	Current Survey Objection Deadline	
Inspection and Due Diligence			
23	§ 10.2	Inspection Objection Deadline	
24	§ 10.3	Inspection Resolution Deadline	
25	§ 10.5	Property Insurance Objection Deadline	
26	§ 10.6	Due Diligence Documents Delivery Deadline	
27	§ 10.7	Due Diligence Documents Objection Deadline	
28	§ 10.8	Environmental Inspection Objection Deadline	
29	§ 10.8	ADA Evaluation Objection Deadline	
30	§ 11.1	Tenant Estoppel Statements Deadline	
31	§ 11.2	Tenant Estoppel Statements Objection Deadline	
Closing and Possession			
32	§ 12.3	Closing Date	
33	§ 17	Possession Date	
34	§ 17	Possession Time	
35	§ 28	Acceptance Deadline Date	
36	§ 28	Acceptance Deadline Time	

Note: Applicability of Terms.

Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision in Dates and Deadlines (§ 3), including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below shall be 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	Seller or Private Financing		
6				
7				
8	§ 4.4	Cash at Closing		
9		TOTAL		

~~**4.2. Seller Concession.** Seller, at Closing, shall credit, as directed by Buyer, an amount of \$_____ to assist with any and all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.~~

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of _____, shall be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. ~~In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.~~

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

107 4.3.2. **Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer shall be
108 entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as
109 provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to
110 execute and return to Buyer or Broker working with Buyer, written mutual instructions, i.e., Earnest Money Release form, within
111 three days of Seller's receipt of such form.

112 4.4. **Form of Funds; Time of Payment; Funds Available.**

113 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
114 and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
115 check, savings and loan teller's check and cashier's check (Good Funds).

116 4.4.2. **Available Funds.** All funds required to be paid at Closing or as otherwise agreed in writing between the
117 parties shall be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**
118 Buyer represents that Buyer, as of the date of this Contract, ☒ Does ☐ Does Not have funds that are immediately verifiable and
119 available in an amount not less than the amount stated as Cash at Closing in § 4.1.

120 4.5. **New Loan.**

121 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, shall timely pay Buyer's loan
122 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

123 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
124 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions):

125 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
126 ☐ Conventional ☐ Other _____

127 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
128 Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest
129 presently at the rate of _____ % per annum, and also including escrow for the following as indicated: ☐ Real Estate Taxes
130 ☐ Property Insurance Premium and ☐ _____

131 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate shall
132 not exceed _____ % per annum and the new payment shall not exceed \$ _____ per _____ principal and
133 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,
134 which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer has
135 the Right to Terminate under § 25.1, on or before Closing Date (§ 3), based on the reduced amount of the actual principal balance.

136 Seller ☐ Shall ☐ Shall Not be released from liability on said loan. If applicable, compliance with the requirements for
137 release from liability shall be evidenced by delivery ☐ on or before Loan Transfer Approval Deadline (§ 3) ☐ at Closing of
138 an appropriate letter of commitment from lender. Any cost payable for release of liability shall be paid by _____
139 in an amount not to exceed \$ _____.

140 4.7. **Seller or Private Financing.** Buyer agrees to execute a promissory note payable to _____;
141 as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____, on the note form as indicated:
142 ☐ (Default Rate) NTD81-10-06 ☐ Other _____ secured by a _____
143 (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:
144 ☐ Due on Transfer—Strict (TD72-8-10) ☐ Due on Transfer—Creditworthy (TD73-8-10) ☐ Assumable—Not Due on
145 Transfer (TD74-8-10) ☐ Other _____

146 The promissory note shall be amortized on the basis of _____ ☐ Years ☐ Months, payable at \$ _____
147 per _____ including principal and interest at the rate of _____ % per annum. Payments shall commence _____
148 and shall be due on the _____ day of each succeeding _____. If not sooner paid, the balance of
149 principal and accrued interest shall be due and payable _____ after Closing.
150 Payments ☐ Shall ☐ Shall Not be increased by _____ of estimated annual real estate taxes, and ☐ Shall ☐ Shall
151 Not be increased by _____ of estimated annual property insurance premium. The loan shall also contain the following
152 terms: (1) if any payment is not received within _____ days after its due date, a late charge of _____ % of such payment
153 shall be due; (2) interest on lender disbursements under the deed of trust shall be _____ % per annum; (3) default interest rate
154 shall be _____ % per annum; (4) Buyer may prepay without a penalty except _____;
155 and (5) Buyer ☐ Shall ☐ Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement
156 granting the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.

157 Buyer ☐ Shall ☐ Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

158 **TRANSACTION PROVISIONS**

159 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

160 5.1. **Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
161 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable
162 by such lender, on or before Loan Application Deadline (§ 3) and exercise reasonable efforts to obtain such loan or approval.

163 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
164 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
165 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
166 Buyer has the Right to Terminate under § 25.1, on or before Loan Objection Deadline (§ 3), if the New Loan is not satisfactory to
167 Buyer, in Buyer's sole subjective discretion. ~~IF SELLER DOES NOT TIMELY RECEIVE WRITTEN NOTICE TO~~
168 ~~TERMINATE, BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE, except as otherwise provided in this~~
169 ~~Contract (e.g., Appraisal, Title, Survey).~~

170 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by
171 executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional
172 (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at
173 Seller's sole subjective discretion. In such case: (1) Buyer shall supply to Seller by Buyer's Credit Information Deadline (§ 3),
174 at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and
175 credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial
176 ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and
177 not released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory
178 note secured by a deed of trust in favor of Seller, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval
179 of the terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's
180 New Loan (Buyer's New Senior Loan). If the Cash at Closing is less than as set forth in § 4.1 of this Contract or Buyer's New
181 Senior Loan changes from that approved by Seller, Seller has the Right to Terminate under § 25.1, at or before Closing. If Seller
182 disapproves of Buyer's financial ability, creditworthiness or Buyer's New Senior Loan, in Seller's sole subjective discretion, Seller
183 has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline (§ 3).

184 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan
185 documents (including note, deed of trust, and any modifications) to Buyer by Existing Loan Documents Deadline (§ 3). For the
186 sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents.
187 Buyer has the Right to Terminate under § 25.1, on or before Existing Loan Documents Objection Deadline (§ 3), based on any
188 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the
189 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,
190 except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline (§ 3), this Contract shall
191 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective
192 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth
193 in § 4.6.

194 6. APPRAISAL PROVISIONS.

195 **6.1. Lender Property Requirements.** If the lender imposes any requirements or repairs (Requirements) to be made to
196 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to
197 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the
198 Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this
199 § 6.1 shall not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement
200 regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in
201 writing by Buyer.

202 **6.2. Appraisal Condition.** The applicable Appraisal provision set forth below shall apply to the respective loan type set
203 forth in § 4.5.3, or if a cash transaction, i.e. no financing, § 6.2.1 shall apply.

204 **6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's
205 valuation, determined by an appraiser engaged on behalf of Buyer
206 is less than the Purchase Price. The appraisal shall be received by Buyer or Buyer's lender on or before Appraisal Deadline (§ 3).
207 Buyer has the Right to Terminate under § 25.1, on or before Appraisal Objection Deadline (§ 3), if the Property's valuation is
208 less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the
209 Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

210 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
211 ☒ Buyer ☐ Seller. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company,
212 lender's agent or all three.

213 7. EVIDENCE OF TITLE AND ASSOCIATION DOCUMENTS.

214 **7.1. ☐ Seller Selects Title Insurance Company.** If this box is checked, Seller shall select the title insurance company
215 to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline (§ 3), Seller shall furnish to
216 Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or
217 if this box is checked, ☐ an Abstract of title certified to a current date. Seller shall cause the title insurance policy to be issued
218 and delivered to Buyer as soon as practicable at or after Closing.

7.2. ☒ Buyer Selects Title Insurance Company. If this box is checked, Buyer shall select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline (§ 3), Buyer shall furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 7.1 or § 7.2 is checked, § 7.1 applies.

7.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ Shall ☐ Shall Not commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing (OEC).

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

7.3.1. Premium for OEC. If the title insurance company agrees to provide an endorsement for OEC, any additional premium expense to obtain an endorsement for OEC shall be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

7.4. Buyer's Right to Review Title Commitment and Title Documents. Buyer has the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.5), and if not satisfactory to Buyer, Buyer may exercise Buyer's rights pursuant to § 8.1.

7.5. Copies of Exceptions. Unless the box in § 7.2 is checked (Buyer Selects Title Insurance Company) on or before Record Title Deadline (§ 3), Seller, at Seller's expense, shall furnish to Buyer and _____ Buyer's legal staff, (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be furnished, and if this box is checked ☒ Copies of any Other Documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before Exceptions Request Deadline (§ 3). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The Abstract or Title Commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (collectively, Title Documents).

7.5.1. Existing Abstracts of Title. Seller shall deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession on or before Record Title Deadline (§ 3).

~~7.6. Homeowners' Association Documents. Homeowners' Association Documents (Association Documents) consist of the following:~~

~~7.6.1. All Homeowners' Association declarations, bylaws, operating agreements, rules and regulations, party-wall agreements;~~

~~7.6.2. Minutes of most recent annual owners' meetings;~~

~~7.6.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.6.1, 7.6.2 and 7.6.3, collectively, Governing Documents);~~

~~7.6.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, and (4) reserve study, if any (collectively, Financial Documents);~~

~~7.6.5. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.~~

~~7.6.6. Association Documents to Buyer.~~

~~☐ 7.6.6.1. Seller to Provide Association Documents. Seller shall cause the Association Documents to be provided to Buyer, at Seller's expense, on or before Association Documents Deadline (§ 3).~~

~~☐ 7.6.6.2. Seller Authorizes Association. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.~~

~~7.6.6.3. Seller's Obligation. Seller's obligation to provide the Association Documents shall be fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

278 ~~Note: If neither box in this § 7.6.6 is checked, the provisions of § 7.6.6.1 shall apply.~~

279 ~~7.6.7. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the~~
280 ~~Right to Terminate under § 25.1, on or before Association Documents Objection Deadline (§ 3), based on any unsatisfactory~~
281 ~~provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association~~
282 ~~Documents after Association Documents Deadline (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by~~
283 ~~Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer~~
284 ~~does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by~~
285 ~~Seller after Closing Date (§ 3), Buyer's Notice to Terminate shall be received by Seller on or before Closing (§ 12.3). If Seller~~
286 ~~does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as~~
287 ~~satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.5.~~

288 8. RECORD TITLE AND OFF-RECORD TITLE.

289 8.1. Record Title. Buyer has the right to review and object to any of the Title Documents (Right to Object to Title,
290 Resolution), as set forth in § 8.3. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment,
291 notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If Buyer objects to any of
292 the Title Documents, Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before
293 Record Title Objection Deadline (§ 3). If Title Documents are not received by Buyer, on or before the Record Title Deadline
294 (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title
295 and the modified Title Commitment shall be delivered to Buyer. Buyer shall cause Seller to receive Buyer's Notice to Terminate
296 or Notice of Title Objection on or before ten days after receipt by Buyer of the following documents: (1) any required Title
297 Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If
298 Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.1 (Record Title), any title objection
299 by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title, Resolution). If Seller
300 does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer
301 accepts the condition of title as disclosed by the Title Documents as satisfactory.

302 8.2. Off-Record Title. Seller shall deliver to Buyer, on or before Off-Record Title Deadline (§ 3), true copies of all
303 existing surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including,
304 without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without
305 limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record
306 Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by
307 public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Buyer's Notice to
308 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
309 notwithstanding § 13), in Buyer's sole subjective discretion, shall be received by Seller on or before Off-Record Title Objection
310 Deadline (§ 3). If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.2 (Off-Record
311 Title), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title,
312 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection on or before Off-Record Title
313 Objection Deadline (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.
314 Unless disclosed in writing, Seller represents and warrants that there are no Off-Record Matters.

315 8.3. Right to Object to Title, Resolution. Buyer's Right to Object to Title shall include, but not be limited to those
316 matters set forth in §§ 8.1 (Record Title), 8.2 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion
317 (collectively, Right to Object to Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the
318 option to either (1) object to the condition of title, or (2) terminate this Contract.

319 8.3.2. Title Resolution. If Seller receives Buyer's Notice of Title Objection, as provided in § 8.1 (Record Title) or
320 § 8.2 (Off-Record Title), on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement
321 thereof on or before Title Resolution Deadline (§ 3), this Contract shall terminate on the expiration of Title Resolution Deadline
322 (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive
323 objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline
324 (§ 3).

325 8.3.3. Right to Terminate – Title Objection. Buyer has the Right to Terminate under § 25.1, on or before the
326 applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

327 8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
328 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
329 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
330 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
331 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
332 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
333 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
334 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
335

FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

~~8.5. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property, or a right to approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or Contract approval has not occurred on or before Right of First Refusal Deadline (§ 3), this Contract shall then terminate.~~

8.6. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property. Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., Record Title Objection Deadline (§ 3) and Off-Record Objection Deadline (§ 3)].

9. CURRENT SURVEY REVIEW.

9.1. Current Survey Conditions. If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract, and Seller shall receive a Current Survey, i.e., Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before Current Survey Deadline (§ 3). The Current Survey shall be certified by the surveyor to all those who are to receive the Current Survey.

☐ **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, ☐ Seller ☐ Buyer shall order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

☒ **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, shall be an ☐ Improvement Survey Plat ☒ ALTAVASCM Land Title Survey. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey shall be as follows:

Buyer, at Buyer's expense, shall obtain Current Survey.

9.2. Current Survey Objection. Buyer has the right to review and object to the Current Survey. Buyer has the Right to Terminate under § 25.1, on or before the Current Survey Objection Deadline (§ 3), if the Current Survey is not timely received by Buyer or based on any unsatisfactory matter with the Current Survey, notwithstanding § 8.2 or § 13.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Inspection Objection. Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Seller shall disclose to Buyer, in writing, any latent defects actually known by Seller. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property, e.g. heating and plumbing, (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer shall, on or before Inspection Objection Deadline (§ 3):

10.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

390 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
391 Buyer requires Seller to correct.

392 Buyer has the Right to Terminate under § 25.1, on or before **Inspection Objection Deadline** (§ 3), if the Property or
393 Inclusions are unsatisfactory, in Buyer's sole subjective discretion.

394 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
395 **Deadline** (§ 3) and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**
396 **Deadline** (§ 3), this Contract shall terminate on **Inspection Resolution Deadline** (§ 3) unless Seller receives Buyer's written
397 withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**
398 (§ 3).

399 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
400 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
401 Buyer's request (Work) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
402 shall not permit claims or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer
403 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller
404 and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
405 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable
406 attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract. This § 10.4
407 does not apply to items performed pursuant to an Inspection Resolution.

408 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
409 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
410 **Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

411 **10.6. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to
412 the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3):

413 **10.6.1.** All contracts relating to the operation, maintenance and management of the Property;

414 **10.6.2.** Property tax bills for the last _____ years;

415 ~~**10.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical,~~
416 ~~mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;~~

417 **10.6.4.** A list of all Inclusions to be conveyed to Buyer;

418 **10.6.5.** Operating statements for the past _____ years;

419 **10.6.6.** A rent roll accurate and correct to the date of this Contract;

420 **10.6.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property
421 (Leases);

422 **10.6.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and
423 capital improvement work either scheduled or in process on the date of this Contract;

424 **10.6.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past
425 _____ years;

426 **10.6.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier
427 under § 8.2);

428 **10.6.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test
429 results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic
430 hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession
431 or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

432 ~~**10.6.12.** Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property~~
433 ~~with said Act;~~

434 **10.6.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with
435 jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

436 **10.6.14.** Other Documents: None

437 **10.7. Due Diligence Documents Conditions.** Buyer has the right to review and object to Due Diligence Documents,
438 zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property (Zoning), in Buyer's sole
439 subjective discretion, and has the right to object if Seller fails to deliver to Buyer all Due Diligence Documents. Buyer shall also
440 have the unilateral right to waive any condition herein.

441 **10.7.1. Due Diligence Documents Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Due**
442 **Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory matter with the Due Diligence Documents in
443 Buyer's sole subjective discretion. If all Due Diligence Documents under § 10.6 are not received by Buyer on or before **Due**
444 **Diligence Documents Delivery Deadline** (§ 3), then Buyer has the Right to Terminate under § 25.1 on or before the earlier of ten
445 days after **Due Diligence Documents Objection Deadline** (§ 3) or Closing.

446 **10.7.2. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
447 **Deadline** (§ 3), based on any unsatisfactory zoning, in Buyer's sole subjective discretion.

10.7.3. 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. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. ☒ There is No Well.

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.

10.8. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer shall order or provide ☒ Phase I Environmental Site Assessment, ☒ Phase II Environmental Site Assessment (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or ☐ N/A, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer may also conduct an evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations shall 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.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental Inspection Objection Deadline (§ 3) shall be extended by _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date (§ 3), the Closing Date (§ 3) shall be extended a like period of time.

Buyer has the Right to Terminate under § 25.1, on or before Environmental Inspection Objection Deadline (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

~~Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Objection Deadline (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.~~

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 shall not amend, alter, modify, extend or cancel any of the Leases nor shall Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller shall obtain and deliver to Buyer on or before Tenant Estoppel Statements Deadline (§ 3), 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 such occupant's or tenant's lease and any amendments (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;

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

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

11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease denising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before Tenant Estoppel Statements Objection Deadline (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion or if Seller fails to deliver the Estoppel Statements on or before Tenant Estoppel Statements Deadline (§ 3). Buyer shall also have the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

12.3. Closing. Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the Closing Date (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by mutual agreement of the parties.

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

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for one year or Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with Record Title (§ 8.1),

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with Off-Record Title (§ 8.2) and Current Survey Review (§ 9),

13.4. Inclusion of the Property within any special taxing district, and

13.5. Other None

14. PAYMENT OF 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.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

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

15.2. Closing Services Fee. The fee for real estate closing services shall be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other

~~15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ None. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees, regardless of name or title of such fee (Association's Record Change Fee) shall be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ None.~~

15.4. Local Transfer Tax. ☐ The Local Transfer Tax of _____% of the Purchase Price shall be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, shall be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed: \$_____ for ☐ Water Stock/Certificates ☐ Water District \$_____ for ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____ and shall be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction shall be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None.

16. PRORATIONS. The following shall be prorated to Closing Date (§ 3), except as otherwise provided:

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

16.2. Rents. Rents based on ☒ Rents Actually Received ☐ Accrued. At Closing, Seller shall transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller shall assign to Buyer all Leases in effect at Closing and Buyer shall assume Seller's obligations under such Leases.

~~16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date (§ 3) by the Association shall be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's~~

signature hereon, whether assessed prior to or after Closing, shall be the obligation of Seller. Seller represents that the Association Assessments are currently payable at \$ _____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing Date (§ 3) a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and other similar items _____.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

17. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date (§ 3) at Possession Time (§ 3), subject to the following Leases or tenancies:

None

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from Possession Date (§ 3) and Possession Time (§ 3) until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ Shall ☐ Shall Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated to repair the same before Closing Date (§ 3). Buyer has the Right to Terminate under § 25.1, on or before Closing Date (§ 3), if the Property Damage is not repaired before Closing Date (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the Closing Date (§ 3) or, at the option of Buyer, Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever shall be earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date (§ 3), or, at the option of Buyer, Buyer shall be entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit shall not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, shall survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date (§ 3), based on such condemnation action, in Buyer's sole subjective discretion *If such action shall take more than 14 acres of the Property*. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution on the value of the Property or Inclusions but such credit shall not include relocation benefits or expenses, or exceed the Purchase Price.

611 19.4. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
612 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

613 19.5. **Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty shall be
614 borne by the party entitled to the growing crops as provided in § 2.5.5 and such party shall be entitled to such insurance proceeds
615 or benefits for the growing crops.

616 20. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
617 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
618 of title and consultation with legal and tax or other counsel before signing this Contract.

619 21. **TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as
620 Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation
621 hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

622 21.1. **If Buyer is in Default:**

623 ☐ 21.1.1. ~~**Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money~~
624 ~~(whether or not paid by Buyer) shall be paid to Seller and retained by Seller, and Seller may recover such damages as may be~~
625 ~~proper, or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or~~
626 ~~damages, or both.~~

627 21.1.2. **Liquidated Damages, Applicable.** This § 21.1.2 shall apply unless the box in § 21.1.1. is checked. All
628 Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be
629 released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and
630 not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said
631 payment of Earnest Money shall be SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract.
632 Seller expressly waives the remedies of specific performance and additional damages.

633 21.2. **If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
634 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
635 being in full force and effect and Buyer has the right to specific performance or damages, or both.

636 22. **LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
637 or litigation relating to this Contract, prior to or after Closing Date (§ 3), the arbitrator or court shall award to the prevailing party
638 all reasonable costs and expenses, including attorney fees, legal fees and expenses.

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

646 24. **EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest
647 Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the
648 Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action.
649 Earnest Money Holder, at its sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and
650 deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees,
651 or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or
652 Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred, twenty days of Earnest
653 Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event
654 Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
655 Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of
656 Mediation (§ 23).

657 25. **TERMINATION.**

658 25.1. **Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
659 termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such
660 written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not
661 received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter,
662 document or condition as satisfactory and waived the Right to Terminate under such provision.

663 25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder shall be
664 returned and the parties shall be relieved of all obligations hereunder,
subject to §§ 10.4, 22, 23 and 24.

665 26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract, its exhibits and specified addenda, constitute
666 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or
667 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall
668 be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this
669 Contract that, by its terms, exists or is intended to be performed after termination or Closing shall survive the same.

670 27. NOTICE, DELIVERY, AND CHOICE OF LAW.

671 27.1. Physical Delivery. All notices must be in writing, except as provided in § 27.2. Any document, including a signed
672 document or notice, from or on behalf of Seller, and delivered to Buyer shall be effective when physically received by Buyer, any
673 signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working
674 with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
675 § 27.2. Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller shall be
676 effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative
677 of Seller, or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation
678 described in § 23) and except as provided in § 27.2.

679 27.2. Electronic Delivery. As an alternative to physical delivery, any document, including any signed document or
680 written notice, may be delivered in electronic form only by the following indicated methods: ☒ Facsimile ☒ Email
681 ☒ Internet ☐ No Electronic Delivery. If the box "No Electronic Delivery" is checked, this § 27.2 shall not be applicable and
682 § 27.1 shall govern notice and delivery. Documents with original signatures shall be provided upon request of any party.

683 27.3. Choice of Law. This Contract and all disputes arising hereunder shall be governed by and construed in accordance
684 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property
685 located in Colorado.

686 28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal shall expire unless accepted in writing, by Buyer and
687 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
688 before Acceptance Deadline Date (§ 3) and Acceptance Deadline Time (§ 3). If accepted, this document shall become a contract
689 between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a
690 copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

691 29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not
692 limited to exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations (§ 5), Record
693 Title and Off-Record Title (§ 8), Current Survey Review (§ 9) and Property Disclosure, Inspection, Indemnity, Insurability,
694 Due Diligence and Source of Water (§ 10).

695 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

696 30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate
697 Commission.)
698
699
700

701 31. ATTACHMENTS.

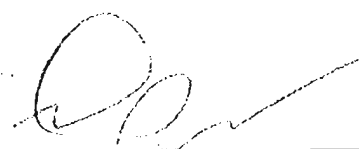
702 31.1. The following attachments are a part of this Contract:
703
704
705

706 31.2. The following disclosure forms are attached but are not a part of this Contract:
707
708
709

710 **SIGNATURES**

711 Buyer's Name: Encana Oil & Gas (USA) Inc.

Buyer's Name: _____


Buyer's Signature _____ Date 6/13/13
Address: 370 17th Street, Suite 1700
Denver, CO 80202
Phone No.: 720.876.5865
Fax No.: 720.876.3588
Electronic Address: Rick.Gallegos@encana.com

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

712 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Swink Family Farms LLLP

Seller's Name: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Electronic Address: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Electronic Address: _____

713

714 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.

715 Initials only of party (Buyer or Seller) who countered or rejected offer _____

716

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

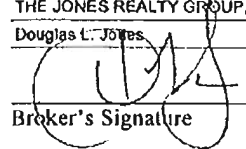
Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall 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 ☐ Seller's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

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

Brokerage Firm's Name: THE JONES REALTY GROUP, INC.

Broker's Name: Douglas L. Jones


Broker's Signature _____

6/13/13
Date

Address: 475 17th Street, Suite 940

Denver, CO 80202

Phone No.: 303.292.2100

Fax No.: 303.292.2149

Electronic Address: doug@jonesrealtygroup.com

Buyer's Signature _____ Date _____
Address: 370 17th Street, Suite 1700
Denver, CO 80202
Phone No.: 720 876 5865
Fax No.: 720 876 3588
Electronic Address: Rick.Galegos@encana.com

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

112 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Swink Family Farms LLP

Seller's Name: _____

113 *Alvin D. Swink* 6/18/13
Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: 13595 Hennessey Rd.
Commerce City, Co.
Phone No.: 303-901-0251
Fax No.: 303-637-7035
Electronic Address: aSwink@weldplume.net

Address: _____

Phone No.: _____
Fax No.: _____
Electronic Address: _____

113

114 32. COUNTER; REJECTION. This offer is ☐ Countered ☒ Rejected.

115 Initials only of party (Buyer or Seller) who countered or rejected offer _____

716

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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Broker is working with Buyer as a ☒ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

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


Brokerage Firm's Name: WE JONES REALTY GROUP, LLC
Broker's Name: Douglas C. Jones

Broker's Signature _____

Date

Address: 475 17th Street, Suite 910
Denver, CO 80202
Phone No.: 303 292 2100
Fax No.: 303 292 2100
Electronic Address: doug@jonesrealtygroup.com

6/18/13

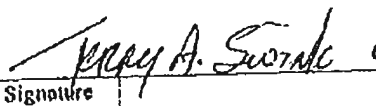

 Buyer's Signature _____ Date 6/19/13
 Address: 370 17th Street, Suite 1100
Denver, CO 80202
 Phone No.: 720.876.5885
 Fax No.: 720.876.5888
 Electronic Address: Rick.Golegosi@comcast.com

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

712 (NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32)

713 Seller's Name: Swink Family Farms LLP

Seller's Name: _____


 Seller's Signature _____ Date 6/19/13
 Address: 92 S. 1st St. Suite 100
Lyons, CO 80540
 Phone No.: 303.523-6122
 Fax No.: _____
 Electronic Address: Swink30@men.com

Seller's Signature _____ Date _____
 Address: _____
 Phone No.: _____
 Fax No.: _____
 Electronic Address: _____

713

714 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.
 715 Initials only of party (Buyer or Seller) who countered or rejected offer _____

716

END OF CONTRACT TO BUY AND SELL REAL ESTATE

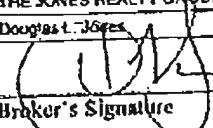
33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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Broker is working with Buyer as a ☒ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

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

Brokerage Firm's Name: THE JONES REALTY GROUP, INC.
 Broker's Name: Douglas T. Jones

 Broker's Signature _____ Date 6/13/13
 Address: 475 17th Street, Suite 910
Denver, CO 80202
 Phone No.: 303.292.2100
 Fax No.: 303.292.2149
 Electronic Address: doug@jonesrealtygroup.com

CRSL-9.12. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Page 15 of 16

Jun 17 13 09:04a

Bob sauer

Fuller Real Estate

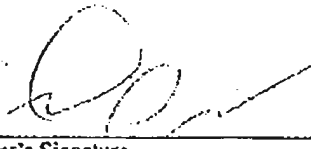
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Jun 18 2013 09:09am

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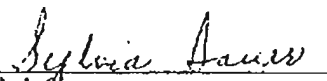

Buyer's Signature _____ Date 6/17/13
Address: 370 17th Street, Suite 1700
Denver, CO 80202
Phone No.: 720.876.5865
Fax No.: 720.876.3588
Electronic Address: Rick.Golegoss@encana.com

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

712 (NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32)

Seller's Name: Swink Family Farms LLLP

Seller's Name: _____


Seller's Signature _____ Date 6-18-13
Address: 11910 Allison
Broomfield, CO 80020
Phone No.: 303-466-7698
Fax No.: SAME
Electronic Address: PIGSTICKER1953@F.O.L. com.

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Electronic Address: _____

713

714 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.

715 Initials only of party (Buyer or Seller) who countered or rejected offer _____

716

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

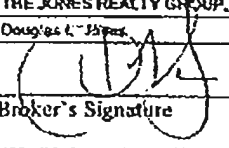
(To be completed by Broker working with Buyer)

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Broker is working with Buyer as a ☒ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

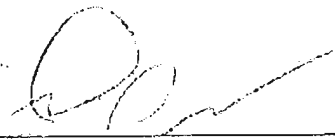
Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other _____

Brokerage Firm's Name: THE JONES REALTY GROUP, INC.
Broker's Name: Douglas L. Jones


Broker's Signature _____

Date 6/13/13

Address: 475 17th Street, Suite 910
Denver, CO 80202
Phone No.: 303.292.2100
Fax No.: 303.292.2149
Electronic Address: douglas@jonesrealtygroup.com



Buyer's Signature _____ Date 6/13/13
Address: 370 17th Street, Suite 1700
Denver, CO 80202
Phone No.: 720.878.5885
Fax No.: 720.876.3538
Electronic Address: ibuck.galagos@encana.com

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

712 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Swink Family Farms LLLP

Seller's Name: _____


Seller's Signature _____ Date 6/17/13
Address: 37153 Dicklussen Run
Severance, CO 80550
Phone No.: 970-686-2327
Fax No.: 970-686-2858
Electronic Address: lowry.d.g@msn.com

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Electronic Address: _____

713

714 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.

715 Initials only of party (Buyer or Seller) who countered or rejected offer _____

716

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

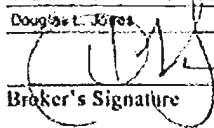
(To be completed by Broker working with Buyer)

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

☐ This is a Change of Status.

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

Brokerage Firm's Name: THE JONES REALTY GROUP, INC.
Broker's Name: Douglas L. Jones

Broker's Signature _____ Date 6/13/13
Address: 475 17th Street, Suite 940
Denver, CO 80202
Phone No.: 303.292.2100
Fax No.: 303.292.2149
Electronic Address: doug@jonesrealtygroup.com

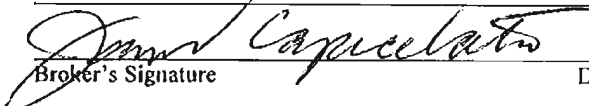
34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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Broker is working with Seller as a ☒ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

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

Brokerage Firm's Name: CASSIDY TURLEY COLORADO
Broker's Name: Jim Capecelatro
 6-19-13
Broker's Signature Date
Address: 1515 Arapahoe Street, Suite 1200
Denver, CO 80202
Phone No.: 303.292.3700
Fax No.: 303.534.8270
Electronic Address: Jim.Capecelatro@cassidyturley.com

717

Clear Form Save Form



State of Colorado Oil and Gas Conservation Commission



FOR OGCC USE ONLY

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

CENTRALIZED E&P WASTE MANAGEMENT FACILITY PERMIT

Submit this Form and accompanying documents for each facility per Rule 908. Financial Assurance in the amount of \$50,000 is required to operate each facility.

Surety ID: _____

OGCC Operator Number: _____		Contact Name and Telephone: _____	
Name of Operator: _____		No: _____	
Address: _____		Fax: _____	
City: _____ State: _____ Zip: _____			
Surface Owner (if different than above): _____			
Address: _____			
City: _____ State: _____ Zip: _____ Phone: _____			
Facility Name: _____		Location (QtrQtr, Sec, Twp, Rng, Mer): _____	
Address: _____			
City: _____ State: _____ Zip: _____		Latitude: _____	
Phone: _____ Fax: _____		Longitude: _____	

	Oper	OGCC
Site description (topo, geol, hydro)		
Adjacent land use description		
Topographic map		
Site drainage map with structures		
Scaled drawing and survey map		
Facility design & engineering		
Operating plan		
Water analysis report		
Financial assurance		
Closure plan		
Local gov't zoning compliance		
Local gov't permits and notice		

1. Is the site in a sensitive area? <input type="checkbox"/> Y <input type="checkbox"/> N		2. What are the average annual precipitation and evaporation rates for the site? Precipitation: _____ inches/year Evaporation: _____ inches/year	
3. Has a description of the site's general topography, geology and hydrology been attached? <input type="checkbox"/> Y <input type="checkbox"/> N			
4. Has a description of the adjacent land use been attached? <input type="checkbox"/> Y <input type="checkbox"/> N		5. Has a 1:24,000 topographic map showing the site location been attached? <input type="checkbox"/> Y <input type="checkbox"/> N	
6. Has a site plan showing drainage patterns, diversion or containment structures, roads, fencing, tanks, pits, buildings and any other pertinent construction details been attached? <input type="checkbox"/> Y <input type="checkbox"/> N			
7. If site is not owned by the operator, is written authorization of the surface owner attached? <input type="checkbox"/> Y <input type="checkbox"/> N		8. Has a scaled drawing and survey showing the entire section(s) containing the proposed facility been attached? <input type="checkbox"/> Y <input type="checkbox"/> N	
9. What measures have been implemented to limit access to the facility by wildlife, domestic animals or by members of the public? Briefly explain. Access to the site by members of the public will be limited by a security perimeter fence. There will be three access points in and out of the facility limiting the direct approach to the structure. Wildlife and domestic animal access will be controlled through proposed site grading, mesh coverings on any tank or building openings including vents, stacks, etc., and no dogs or other domestic animals will be kept or knowingly allowed on site.			
10. Is there a planned firelane of at least 10 feet in width around the active treatment areas and within the perimeter fence? <input type="checkbox"/> Y <input type="checkbox"/> N		11. Is there an additional buffer zone of at least 10 feet within the perimeter firelane? <input type="checkbox"/> Y <input type="checkbox"/> N	
12. Have surface water diversion structures been constructed to accommodate a 100-year, 24-hour event? <input type="checkbox"/> Y <input type="checkbox"/> N		13. Has a waste profile been calculated according to Rule 908.b.6? <input type="checkbox"/> Y <input type="checkbox"/> N	
14. Has facility design and engineering been provided as required by Rule 908.b.7? <input type="checkbox"/> Y <input type="checkbox"/> N		15. Has an operating plan been completed as required by Rule 908.b.8? <input type="checkbox"/> Y <input type="checkbox"/> N	
16. Has ground water monitoring for the site been provided? <input type="checkbox"/> Y <input type="checkbox"/> N ***Attach Water Analysis Report, Form 25, for each monitoring well installed.***			
17. Has financial assurance been provided as required by Rule 704? <input type="checkbox"/> Y <input type="checkbox"/> N		18. Has a closure plan been provided? <input type="checkbox"/> Y <input type="checkbox"/> N	
19. Have local government requirements for zoning and construction been complied with? <input type="checkbox"/> Y <input type="checkbox"/> N		20. Have permits and notifications required by local governments and other agencies been provided? <input type="checkbox"/> Y <input type="checkbox"/> N	

Print Name: _____

Signed: _____ Title: _____ Date: _____

OGCC Approved: _____ Title: _____ Date: _____

CONDITIONS OF APPROVAL, IF ANY:

Facility Number: _____